



REQUEST FOR PROPOSAL

FOR

**DESIGN-BUILD SERVICES WITH
GUARANTEED MAXIMUM PRICE (GMP)**

MAINTENANCE BUILDING EXPANSION

All Proposal responses must be received prior to **2:00pm on July 18, 2025**.

IMPORTANT: Your response may be considered Not Responsible or Non-Responsive if any portion of this inquiry is not complete. No proposals will be accepted after the date and time stated above.

Allison Canada, CPPO, C.P.M.
Sr. Director of Procurement and Auxiliary Services

NOTICE: Prospective Offerors who have received this document from a source other than the senior director of procurement and auxiliary services should immediately go to the Wor-Wic Community College purchasing website to ensure that they have received the complete documents and any addenda or other communications issued in relation to this RFP. A contractor's failure to monitor the website may result in non-receipt of important information prior to the closing date and may result in rejection of a proposal. A Proposer who fails to monitor the Wor-Wic Community College website assumes complete responsibility in the event that they do not receive communications from the senior director of procurement and auxiliary services prior to the closing date.

REQUEST FOR PROPOSAL

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TENTATIVE TIME FRAME FOR PROCESS OF CONTRACTOR SELECTION,
CONTRACT AWARD AND INITIATION

The schedule for the proposal process is shown in the table below. Dates currently established for selection of contractor, contract award and contract initiation dates are included.

NOTE: OFFERING FIRMS ARE HEREBY ADVISED THAT THESE DATES ARE SUBJECT TO CHANGE AS COLLEGE OFFICIALS DEEM APPROPRIATE AND NECESSARY FOR PROPER FULFILLMENT OF THE INTENTIONS OF THE PROPOSAL PROCESS.

June 2, 2025	Notice to Bidders published on eMaryland Marketplace Advantage and the College's website.
June 13, 2025	Pre-Proposal Meeting and Site Tour, 1:30pm Guerrieri Technology Center (GTC) room 204
June 27, 2025	Deadline to submit questions to acanada@worwic.edu
July 7, 2025	The College will issue an Addendum answering all questions.
July 18, 2025	Deadline to submit technical proposals, prior to 2:00pm.
July 29, 2025	Short-listed firms will be invited for oral presentations and price proposals.
August 13 -15, 2025	Oral presentations, dates and times to be determined. Price proposals due prior to 8:00am on August 13, 2025.
September 11, 2025	Approval by the College's Board of Trustees, notice to proceed.

Please note that the Part I and Part II Facility Program and Specifications are not attached, but are packaged in a separate document which is available upon request to acanada@worwic.edu The requirements contained in this document are incorporated into this RFP by this reference.

SECTION 100

GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

A. SUMMARY:

1. The objective of this Request For Proposal (RFP) is for Wor-Wic Community College (herein referred to as "College") to select a Design-Build Contractor (DBC) to provide professional architectural/engineering (A/E) design and pre-construction and construction management (CM) services for the expansion of the Maintenance Building at Wor-Wic Community College ("Project") located in Salisbury, Maryland, as more fully set forth below. The DBC will design the project in total followed by the construction based on the requirements of the College. Approximately \$323,000 has been allocated for preconstruction and design services. Approximately \$3,740,000 has been allocated for construction, which includes testing and inspection, commissioning, and contingency allowances as noted herein. This is a prevailing wage rate project. The design and pre-construction phase will be October 2025 until June 2026. The construction phase will be July 2026 until April 2027. There is not a LEED requirement for this expansion project.

Completion of the College's Master Plan Update as of February 2019 found deficits in office, conference, shop/storage, and central service space categories. The College is contracting for the expansion of its Maintenance Building by approximately 6,656 GSF per the Part I/II documents submitted to MHEC in December 2023. This expansion is necessary because the current building's GSF does not accommodate the facilities management department's personnel, maintenance equipment, and warehousing space for central storage. Expanding the building will permit the demolition of unconditioned temporary structures that are being used to store maintenance equipment and furniture. The expansion will also permit the demolition of an office trailer that is being used for office space. The trailer that was originally meant to be temporary has begun to deteriorate and is less conducive for its intended purpose.

2. It will be the responsibility of the DBC to contract with an Architectural/Engineering (A/E) firm and integrate the design and construction phases, utilizing its skill and knowledge of general contracting to develop schedules; prepare project construction estimates; study labor conditions; and, in any other way deemed necessary, contribute to the development of the project during the pre-construction/design phase. During the construction phase, the DBC will be responsible for constructing the project under the Guaranteed Maximum Price (GMP), inclusive of all construction services.
3. Upon selection of the DBC and approval by the College's Board of Trustees, commencement of design-build services shall begin which includes developing a realistic conceptual schedule which clearly explains the proposed design, bidding, demolition, construction, equipment and moving phases required to complete the project within the time frame indicated in this RFP. The schedule must include all stages of the design-build process, GMP phase, Construction Phase, recommended Early Package, Close Out and Post Construction. The schedule shall also include time required to secure permits/approvals from agencies having jurisdiction, including MDE (SEC & SWM) and DNR (if applicable), time required for estimates, Value Engineering, College reviews and the tasks required during the bidding period.

Subsequently, and in accordance with the terms and conditions of this RFP, the DBC services will be executed upon acceptance by the College and approval by Board of Public Works (BPW) as applicable. The College reserves the right to cancel the contract if not funded. The DBC will be paid for services completed up to the date of notice of cancellation.

The Contract will govern all design, pre-construction and construction phases of this Project as described herein.

4. All work performed under this contract shall be in accordance with the "General Conditions of the Contract for Construction", AIA DOCUMENT A201, and "Standard Form of Agreement Between Owner and Design-Build Contractor where the Design-Build Contractor is also the Constructor", AIA DOCUMENT A121/DBCc AND AGC DOCUMENT 565, as modified or supplemented by any amendments, supplementary conditions,

the RFP, DBC's proposal, contract documents as listed herein, any addenda, and other components of the Contract.

B. ISSUING OFFICE:

1. The sole point of contact for Wor-Wic Community College for purposes of this RFP is: Allison Canada, Sr. Director of Purchasing and Auxiliary Services via email at acanada@worwic.edu

Firms must carefully examine the RFP and related documents. Should any firm find discrepancies or omissions in this RFP or be in doubt as to the content or meaning of any aspect of this document, the firm should direct inquiries or requests for clarifications of the documents, specifications, or the process as a whole in writing to acanada@worwic.edu . **All questions must be received no later than 4:00pm on June 27, 2025.** Firms are advised that the College reserves the right to use its best judgement in choosing to respond or not respond to any questions received after the above cut-off date for questions.

Failure by the offeror to acquaint itself with all the requirements of the design-build services shall not relieve the offeror from responsibility for estimating properly the difficulty or cost of successfully performing the services. An Addendum to the RFP will be issued with all questions and answers. The College will not be responsible for any oral explanations of contract documents, scope of work, or answers to questions made by anyone representing the College. It is the offeror's sole responsibility to ensure receipt of all Addenda which will be posted on eMaryland Marketplace Advantage (eMMA), Bid Locker, and the College's website.

2. Proposal documents may be obtained from eMaryland Marketplace Advantage, Bid Locker or the College's website. All interested parties should contact Allison Canada, Sr. Director of Procurement and Auxiliary Services, at acanada@worwic.edu to register their receipt of the RFP and contact information. Any prospective Firm who fails to notify the Sr. Director of Procurement and Auxiliary Services with this information assumes complete responsibility in the event that they do not receive communications from the College prior to the RFP due date.
3. Any contact with the College regarding all matters concerning this RFP must be made to Allison Canada, Sr. Director of Procurement and Auxiliary Services, via email at acanada@worwic.edu. Under no circumstances are contractors, including third party firms or their staffs, to contact other College staff, faculty or any related constituency for purposes associated with the RFP, including but not limited to, obtaining or providing information. Contractors failing to comply with this requirement will be disqualified.
4. In making copies of the RFP documents available on the above terms, the College does so only for the purpose of obtaining Proposals on the work described in the RFP. The College does not grant permission for any other use or distribution of these documents.
5. The College and State of Maryland do not assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connect therewith, including but without limitation, any submissions, statements, reports, data, information, travel expenses, materials or other documents or items.

C. PRE-PROPOSAL MEETING AND SITE TOUR:

1. A pre-proposal meeting and site tour will be held at the College, Guerrieri Technology Center, Room 204 at **promptly 1:30pm on Friday, June 13, 2025.** Directions and the campus map may be found at www.worwic.edu
2. A tour of the Project site will be conducted immediately following the pre-proposal meeting. Subsequent inspection of the site may be arranged by emailing acanada@worwic.edu Attendance is not mandatory, but is strongly recommended as clarifications may be provided.

D. DUE DATE AND TIME:

1. Offerors must submit one (1) digital copy of the technical proposal. Proposals must include all required information and forms. All proposal packages submitted in response to this RFP must be signed. **Technical proposals will be received until 2:00pm on July 18, 2025.** Technical proposals received after this date and time will not be accepted.

Completed proposal documents must arrive electronically via Equity Hub's Bid Locker at: <https://bidlocker.us/details/5085> Please note that offerors must register on the Bid Locker site prior to submittal of documents, so please plan the upload of the proposal package accordingly. It will time out promptly at 2:00pm on July 18, 2025.

Any proposals may be withdrawn prior to this date and time; however, all proposals are considered final after 2:00pm on July 18, 2025 at which time they will be distributed to the college's evaluation committee. Final proposals may not be altered, withdrawn or canceled, for a period of 120 days after this date and time.

Oral, delivered, mailed, faxed, or emailed proposals are invalid and will not be given consideration. Proposals will not be accepted electronically through eMMA.

All Costs incurred by offerors associated with the preparation, submission, presentation or proposals and attendance at meetings, including but not limited to, costs related to transportation, meals, lodging, bonding and other related expenses, if applicable, will be the sole responsibility of the offeror and will not under any circumstances be reimbursed by the College.

Technical proposals do not include pricing. Technical proposals with pricing included will be disqualified.

2. Oral presentations will only be requested from the firms whose technical proposal achieves the highest technical scores per the RFP.
3. Price Proposals will only be requested from those firms who are invited for oral presentations. If a price proposal is requested, then it will be due prior to **8:00am on August 13, 2025.**

E. COMPETITIVE NEGOTIATION:

1. The College reserves the right to make an award with or without negotiations.
2. Minor irregularities in proposals which are immaterial or inconsequential in nature may be waived wherever it is determined to be in the best interest of the College.
3. The College reserves the right to request a best and final price proposal.

F. DOCUMENTS AND SITE INVESTIGATION:

The following documents are also part of this RFP and are available to all interested parties upon request. Please contact Allison Canada, Sr. Director of Procurement and Auxiliary Services, at acanada@worwic.edu.

10-Year Facilities Master Plan
Part I/Part II Programmatic Documents

In addition, by submitting a proposal, the Proposer acknowledges that it has investigated and satisfied itself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power.

Any failure by the Proposer to acquaint itself with the available information will not relieve it from responsibility for estimating properly the cost of successfully performing the work. The College shall not be responsible for

any conclusions or interpretations made by the Proposer of the information made available by the College.

1. **Those Proposers invited to make an oral presentation** may request any available prints of drawings, utility plans, and other data pertinent to existing conditions to the extent that such material is available. The College, however, can offer no assurances that such drawings, property description, or other data are accurate, current, or complete.
2. Such documents must be used, or copied, at the contractors' expense. The documents, if available, they shall be requested from acanada@worwic.edu. The Proposers shall assume the responsibility for cost of replacing any damaged documents.

G. PROPOSAL SECURITY:

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

1. **Bid Bond of 10%:** If the Proposer's Technical Proposal is found responsive and is requested to submit a Price Proposal, and the total Price Proposal is \$100,000.00 or more, each Proposer shall furnish with their 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 ten percent (10%) of the total amount of the price proposal (sum of the fees and reimbursables) and shall be in the form specified. Bid Bonds remain in effect a minimum of one hundred twenty (120) days from the due date of the Price Proposals as all Price Proposals shall remain firm for one hundred twenty (120) calendar days.
2. Acceptable security shall be limited to: a) a bond in a form satisfactory to the State underwritten by a surety company authorized to do business in the State of Maryland; b) a bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account; and c) pledges of securities backed by full faith and credit of the United States government or bonds issued by the State of Maryland
3. At the time of presentation of the Guaranteed Maximum Price (GMP), the Design-Build Contractor will be required to comply with proposal security requirements and provide an additional bid bond or other acceptable security on the terms and conditions set forth above. Should the Contractor fail to execute the Contract Amendment(s) as required, then an amount equal to the difference between the accepted price and that of the person or entity who serves as DBC subsequently shall be paid to the College as liquidated damages.
4. Should the Proposer to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the Proposer to whom the award subsequently is made shall be paid to the College as liquidated damages.
5. **Performance and Payment Bonds:** The Contractor to whom a contract in excess of \$100,000.00 is awarded also must furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the Guaranteed Maximum Price (GMP) including executed Change Orders, in the form specified. These must be provided at the time of the signing of the contract and prior to the start of any work.

Performance and Payment Bonds, each in the amount of one hundred percent (100%) of each contract amendment for construction work, must be furnished, including executed Change Orders, in the form specified. Please note that as part of the Technical Proposal, a Proposer must indicate its capability of obtaining the necessary bonds.

H. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES:

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

I. IRREVOCABILITY OF PROPOSALS:

1. The Architectural/Engineering (A/E) or design and pre-construction fee of the DBC price proposal for this project shall be irrevocable for one hundred twenty (120) calendar days from the Price Proposal due date. This period may be extended by written mutual agreement between the Proposer and the College.
2. The Construction or build fee of the DBC price proposal shall remain irrevocable until acceptance of the GMP and approval of the amendment to the contract to reflect the construction work.

J. LICENSES AND QUALIFICATIONS:

1. Proposers must be licensed as required by the Construction Firm Law of Maryland (Article 56, Section 180, and Annotated Code of Maryland) and shall submit proof of current licensing with their technical proposal.
2. The College reserves the right to require that the Proposer demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule as defined in this RFP. The College may also consider any information otherwise available concerning the financial, technical, and other qualifications and abilities of the Proposer. Quality of performance may also be determined through contracts or services provided to the College or to other entities. Quality of performance to other entities will be determined from reference checks. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The College reserves the right to reject any proposal deemed not responsible or non-responsive.

K. CONFIDENTIAL/PROPRIETARY INFORMATION:

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

L. MINORITY BUSINESS ENTERPRISE NOTICE:

1. Minority business enterprises (MBEs) are strongly encouraged to respond to this RFP.
2. The form entitled Minority Business Enterprise is required with the submission of the Technical Proposal. By submitting a response to the RFP, the Proposer agrees that consideration will be given to the percentage of the total contract (DBC services and Construction contracts) award to be performed by minority business enterprises.
3. Contractors are required to make every effort to achieve an overall minimum of 29% of the total dollar value of procurement contracts be awarded directly or indirectly to certified MBEs.

M. AWARD:

1. The contract will be awarded to the firm complying with all of the provisions and stated criteria of this RFP, subject to the availability of funding and provided that it is in the best interest of the College to award the contract. The Offeror's response, the specifications, terms and exhibits of this RFP and addendums, and any other applicable documentation relating to this proposal will be incorporated into the contract.
2. Award may be made in whole or in part, whichever is in the best interest of the College. The Board of Trustees reserves the right to waive any informalities in the selection and award process relating to this proposal.

3. In the College's sole discretion, the College may defer award of the contract for a period of up to one hundred and twenty (120) calendar days after opening of Price Proposals. If no award or other disposition is made, the expiration of the one hundred and twenty (120) calendar days will constitute rejection of all offers without further action by the College.

N. CONTRACT:

1. The successful Offeror shall enter into a standard AIA contract as modified or supplemented by the College's required modifications and supplemental conditions and the terms of this RFP, as well as the response. If there is any conflict between the terms and conditions of the AIA contract and this RFP document, the terms and conditions of this RFP shall take precedence. The Offeror should obtain copies of the document cited above. The Contractor executing the contract with the College shall be liable and responsible for all aspects of design and construction.
2. All applicable Federal laws, State of Maryland laws, Wicomico County, local, and municipal ordinances, by-laws, and the orders, rules and regulations of all authorities having jurisdiction over this Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

The College may make any alterations, deviations, additions or omissions from the RFP documents which it deems to be in the best interest of the College without affecting the obligations of the Contractor or making void the contract. Any alterations, deviations, additions or omissions shall be processed as a Change Order.

O. PROCUREMENT REGULATIONS:

This Request for Proposals and any resulting contract shall be governed by Sections 16-311 through 16-314 of the Education Article of the Annotated Code of Maryland.

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

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

Q. ARREARAGES:

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

R. BID/PROPOSAL AFFIDAVIT:

The Bid/Proposal Affidavit included in this package must be executed by each responding proposer and submitted with the Proposer's Technical Proposal.

S. MULTIPLE/ALTERNATIVE PROPOSALS:

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

T. JOINT VENTURE PROPOSERS:

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

Note: If the selected Design-Build Contractor is a joint venture firm, all joint venture parties will be held responsible for the contract obligations separately and severally.

U. NONPERFORMANCE

The College reserves the right to inspect all operations and to withhold payment for any goods not received or services not performed in accordance with the specifications in this RFP. Errors, omissions or mistakes in performance will be corrected at no cost to the College. Failure to do so will be cause for withholding of payment for goods/services. In addition, if deficiencies are not corrected in a timely manner, the College may characterize the DBC as uncooperative, which may jeopardize future project awards.

V. TAX EXEMPTION

Wor-Wic Community College is exempt from being directly charged Federal excise and Maryland sales tax. However, the DBC is responsible for paying sales tax on their purchases relating to any products or services and should incorporate it into their proposal. Contractors cannot use the College's tax exemption on purchases used on College projects.

W. MARYLAND PUBLIC ETHICS LAW, TITLE 15

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

If the Proposer has any questions concerning application of the State Ethics Law to the Proposer's participation in this procurement, it is incumbent upon the Proposer to seek advice from the State Ethics Commission. The College's procurement office may refer any issue raised by a proposal to the State Ethics Commission. The procurement office may require the Proposer to obtain advice from the State Ethics Commission and may reject a 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 Proposer or any State of Maryland employee in connection with this procurement.

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

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

Y. INSURANCE/INDEMNIFICATION/SAFETY REQUIREMENTS

The Contractor shall maintain in force at all times during the term of the contract, such insurance that will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under the contract, or by anyone directly or indirectly employed by the Contractor. The Contractor's insurance will be with an insurance carrier licensed to do business in the State of Maryland acceptable to the College, with the following minimum insurance coverage:

As specified in the Supplemental Terms and Conditions for Construction Projects

At the time the contract is made, the Contractor shall provide the College with evidence of payment in full of the above insurance coverage throughout the entire term of the contract. Any request for extension of time for this contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of the term of this contract.

The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage. Such insurance shall specifically identify the materials and equipment, and shall name the College as an additional insured.

In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage; any lack of insurance shall be grounds for immediate termination of the contract.

Z. SMOKE AND TOBACCO-FREE

Smoking/tobacco use, including smokeless tobacco and electronic cigarettes, is permitted on campus only in designated tobacco use or parking lot areas that are at least 25 feet from any building. Smoking/tobacco use is not permitted in the parking lot in front of Brunkhorst Hall.

AA. EMPLOYMENT OF SEX OFFENDERS

Wor-Wic Community College provides a number of programs throughout the main campus that involve minor children. The State of Maryland requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the awarded bidder, the awarded bidder is prohibited from assigning that employee to perform any type of service on the College's campus. Violation of this provision may result in Termination for Cause of the contract.

END OF SECTION 100

SECTION 200

PROPOSAL SUBMITTAL FORMAT AND EVALUATION PROCESS

A. Technical Proposal Submittal Format:

The Technical Proposal must be submitted in accordance to Section 100. Required organization of proposals is listed in Section 300. Failure to include all documents may render the proposal non-responsive and the offer may be rejected.

All blank forms for items required in the Technical Proposal are in Section 700 of this RFP. The Price Proposal forms are provided in Section 800, however, a price proposal will only be accepted from firms who are requested to submit a price proposal during the oral presentation phase of the RFP evaluation. Do not include the Price Proposal form in the Technical Proposal.

The following information must be furnished, in the order listed, in the Technical Proposal portion of the RFP. Failure to include any of the items listed below may disqualify a Proposer's response.

1. **Title Page:** The title page must be on company letterhead and should include the name and address of the company submitting the proposal, a contact person for the proposal including their complete telephone and email address, and the date of submission. In addition, the page should contain the following statement: "RFP for Design-Build Services with GMP for Maintenance Building Expansion."
2. **Understanding of the Project:** Provide a brief explanation of the Proposer's understanding of the project that indicates general key considerations for design and construction, including overall challenges, scheduling factors, and other potentially complex aspects particular to this project.
3. **Key Supervisory Personnel:** Key supervisory personnel as defined by the College are the Project Executive, the Project Manager, the Superintendent and the Chief Estimator. These key people **MUST** be direct employees of the proposing firm. The A/E team is not required to attend because the DBC may contract with the A/E after contract award from the College. In the Technical Proposal, indicate which A/E firms the DBC has used on prior DBC projects.

Note: The Key Personnel Form was developed for use on this DBC procurement to ensure that all requested information is provided. Proposers are required to utilize this form; duplicate as necessary.

DBC Project Executive: Senior level position from DBC (such as Vice President) who will oversee the project from an executive level and to whom the DBC Project Manager directly reports.

DBC Project Manager: Person from construction firm who will be involved on a continual basis from commencement of the contract (pre-construction and design services) until construction completion. This person will be responsible for the overall management of the DBC team and the completion of the project. Only one Project Manager is to be assigned for both phases of the project and must be allocated full-time during construction phase.

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

DBC Chief Estimator: Person from the DBC who will be directly responsible for preparing, testing in the market place, explaining, and defending the estimates. This is to be the person who will be directly preparing the estimate, not the head of the estimating department who will be overseeing and managing the process.

Organizational Chart: Proposers shall provide an organizational chart for this project including the names of the key supervisory personnel listed above to be assigned to this project, if awarded. It should be noted that by submitting these individuals for consideration under this Key Personnel Section, the Proposer is committing these people to the College for the project's duration if awarded the project. No personnel

changes will be permitted without written authorization from the College through a contract amendment issued by the Sr. Director of Procurement and Auxiliary Services.

- 3.1. **Key Supervisory Personnel:** Provide the names of only the Project Executive, Project Manager, Field Superintendent (100% on-site supervisor), and Chief Estimator to be assigned to this project, if awarded, and complete a Key Personnel Form on each inclusive of the items noted below.

- 3.1.1. **Design Build Services:** Note which of the following items (under headings of Design and Construction) will be handled by which key person; in addition, please identify person who will handle overall management of this project:

Design/Pre-Construction: Architectural/Engineering review (and phases), constructability issues, cost model/ estimates, value engineering, schedule, and GMP preparation; and,

Construction: Schedule, Trade Contract Awards and Management, Quality Assurance and Inspections, Shop Drawing Review and Processing, Change Order Review and Processing, Meetings (Progress and Owner), Requests for Information, Substitution Requests, Cost Control, Project Safety, Monthly Reports, and Claims Resolution.

- 3.1.2. **Time Commitment:** Specify percentage of time and anticipated number of hours to be committed to this project during both the design and the construction phases. (Note: If 50% time commitment is noted, this is understood to mean 20 hours per week for the duration of the phase or phases noted.)

- 3.1.3. **List other projects** assigned to each person that will overlap the time frame of Wor-Wic Community College's project.

- 3.1.4. **List Educational background** of key personnel including any relevant certifications;

- 3.1.5. **Work experience with the proposing firm** inclusive of duration (by dates) of employment and position(s) held;

- 3.1.6. **Work experience with prior employers**, durations (by dates) of employment and position(s) held;

- 3.1.7 **Similar Project/Contract Experience to the Maintenance Building Expansion.**

Provide the role this person played and duration of involvement in each selected project with higher consideration to be given if the role is the same as to be assigned on the College's project. Note each person's experience with sustainable design and related credentials.

A minimum of four (4) projects are to be listed for each person. A brief description of the project should be given (if not provided elsewhere in the technical proposal) inclusive of the type of work performed (i.e. renovation, new construction, addition, etc.), dollar volume of project, contract method (CM, GC, DB, etc.) schedule of the job, and names of A/E and Prime Contractor. For the Chief Estimator, list the original budget and final budget cost for each project listed.

- 3.1.8. **Organizational Chart:** On the last page of the Key Personnel section please show the corporate organizational chart for this project and highlight where each person is positioned.

Notes: Higher consideration will be given if the Project Executive, Project Manager, Field Superintendent, and Chief Estimator have experience with construction in a higher education setting, working with the State of Maryland (DGS, MHEC), Wicomico and Worcester County governments, and design-build projects.

Higher consideration will be given if the Project Executive, Project Manager, Field Superintendent, and/or Chief Estimator have previously worked together successfully on other projects.

- 3.1.9. **Key Supervisory Personnel References:** Provide three (3) references on each of the proposed key people, inclusive of contact person, phone number and name of applicable project (in the space provided on the Key Personnel Form). Such references must be project references from projects listed on the person's project experience not employment references; that is, the College is interested in speaking to a Project Owner or A/E regarding the person's performance on a particular project. Such references are to be from different projects and only one (1) reference may be from Wor-Wic Community College.

In addition, the College reserves the right to check other available sources or use itself as a reference, even if not provided by the Proposer. Such references will be held in the strictest confidence by the College. 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.

- 3.2. **Other Key Personnel on DBC team:** Identify other key DBC personnel by completing the "Other Key DBC Personnel Form," to include Project Engineer(s)

Proposers are to identify all other key personnel (other than those named above) including the Project Engineer(s); the College stresses the term "key" as it is not interested in a listing of all other possible DBC personnel to be involved in this project but rather only those who will be playing a key role.

Complete a **Working Relationships of DBC Key Personnel Form** to convey the previous working relationships between and among the proposed CM at Risk team members.

Complete a **Basis of Selection Form** to include reasons that the specific individuals were chosen as the Project Executive, Project Manager, Field Superintendent, Chief Estimator and other key personnel on the proposed DBC team.

Complete an **Anticipated Total Hours Form** for on-site staff during the construction phase.

4. Relevant Firm Experience

- 4.1. Each Proposer is to submit information on a total of five (5) similar or relevant projects. For each project, the Proposer is to complete the **Design-Build Experience Form** provided in this RFP. Of these four projects, the following criteria must be met in order for a project to be considered as experience:

Constructed within the last ten (10) years based on the project completion date with higher consideration given to projects less than five (5) years old

The Proposing Firm must be the Prime Project Contractor

Higher education experience

Maryland State funding project experience

Of similar size, scope and costs (central storage, office, maintenance buildings)

Design-Build method (see definition below)

Note: All Proposers are required to use the Design-Build Experience Form format; duplicate the form as necessary. If the Proposer is a joint venture firm, the following applies: Of the five (5) projects submitted, a minimum of three (3) projects MUST be from the majority joint venture party.

The **Design-Build with GMP** contract method is defined to be the contract method in which the DBC is retained to provide and oversee pre-construction, design (A/E), and construction services for the Owner, inclusive of constructing the facility under a guaranteed maximum price (GMP).

Higher education is defined as an educational institution (college or university) that awards two-year or higher degrees. All proposers are to base their responses on their five (5) most recent projects that reflect the size, type, schedule, and DBC services required under this RFP.

Project Photographs: With each of these five (5) projects, project photographs are encouraged with the description on the same or opposing page.

5. **Project References:**

Provide a reference contact for each of the five (5) projects in section 4.1 above, including contact name, address, telephone number and email for each reference. Please be sure that accurate, current information is provided and that the contact person is capable of speaking to the firm's capability in performing the services required. Only one (1) reference may be from Wor-Wic Community College.

The College reserves the right to verify all information given if it so chooses, as well as to check any other sources available or to use itself as a reference if not provided by the Proposer.

6. **Project Specific Items:**

6.1. **Project Challenge:** Select three (3) aspects of the project which the proposing DBC team finds to be the most challenging and provide the following:

6.1.1. A description of each challenge (maximum of one page per aspect).

6.1.2. Why this aspect is challenging, and

6.1.3. A description of how the Proposing DBC team would address this issue and summarize recommended solutions.

6.2. **Project Specific Background:** Provide summary information on the Proposer's specific background with design-build projects. Information to be provided should include, but is not limited to, (i) percentage of work completed by the proposing firm which is new vs. renovated space in the higher education setting utilizing the design-build method, (ii) applicable project experience other than the projects submitted under the Experience Category above, and (iii) list of A/E firms who were contracted by the DBC for prior design-build projects.

7. **Profile of Proposer:**

Provide the information requested below on your firm. If the Proposer is a local office of a parent company, the information requested is to be provided on the **local office only who will be managing this contract** not on the parent organization, unless the parent organization is the Proposer.

Note: If the Proposer is a joint venture, the information requested in all subcategories is to be provided on all parties. In addition, please note that the information provided under this category of Profile of Proposer will be evaluated for each joint venture party based on its percentage of the joint venture firm.

Proposers must be currently licensed as required by the State of Maryland. Proper documentation must be attached to the Technical Proposal.

7.1 **Company Background:**

Brief but informative history (i.e., date established, type of work initially done, type of clients, how company has grown; etc.) of your firm inclusive of the year in which your firm commenced providing Design-Build services. Provide summary information on your firm's specific background in doing Design-Build projects, including any percentage of work done by the proposing firm performing construction in a higher education setting utilizing the Design-Build method and applicable project experience other than the projects submitted. It should be noted that the College does not want a list of every higher education project completed by the firm. Only those projects that provide significant additional information about the firm's experience should be included. Provide information related to the size of your firm inclusive of the number of employees and the breakdown among supervisory and non-supervisory. If your firm is a local office of a parent company, please also provide an employee breakdown specific to the local office.

Note: If joint venture, provide (i) history of joint venture (JV) experience for all parties and (ii) specifically history of this joint venture relationship inclusive of the reasoning for the establishment of the joint venture on this project and (iii) a listing of all joint venture parties and each party's percentage of the joint venture firm. In addition, the joint venture Proposer is to identify the responsible JV party for each of the Design-Build services to be provided during the pre-construction and construction phases of the project.

- 7.2. Complete the **Annual Sales Volume/Completed Projects form** on a per year basis for the last three (3) years and indicate what percentage of such work is Design-Build, CM at Risk, GC, or other and state the largest project and largest Design-Build project for each year by dollar. This information shall be about the responsible local office only, not the parent organization, if applicable.
- 7.3 Complete the **Current Workload form** and list current projects on which your firm is committed, the dollar volume of each and the time frame for each. In addition, please describe your firm's ability to accomplish the proposed services on this project within specified time frames in the space provided on this form. This information is to be about the responsible local office only, not the parent organization, unless the parent organization is the Proposer.

Proposers must also include a statement indicating the capability of the firm to obtain the necessary bonds required in the RFP

Note: If the selected proposer is a joint venture firm, a copy of the signed, joint venture agreement must be provided to the College for its review and approval prior to issuance of the Notice to Proceed. In addition, no changes can be made to the joint venture agreement without the written approval of the College.

8. Joint Ventures

If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as specified. Additionally, all other information requested shall be provided on all parties. As part of the technical proposal submission, the Proposer must identify the responsibilities of each joint venture party with respect to the scope of the services/work inclusive of the requirements for each entity based on such services as described in this RFP document. The information provided under this category of Profile of Proposer will be evaluated for each joint venture party based on its percentage of the joint venture firm. It should be noted that if the selected DBC is a joint venture firm, then all joint venture parties will be held responsible for the contract obligations separately and severally.

Joint ventures must also provide the following information: (i) history of joint venture experience for all parties; (ii) specific history of this joint venture relationship inclusive of the reasoning for the establishment of the joint venture on this project; (iii) a listing of all joint venture parties and each party's percentage of the joint venture firm. In addition, the joint venture Proposer is to identify the responsible joint venture party for each of the DBC services to be provided during the design and construction phases of the project. A copy of the signed joint venture agreement must be provided to the College for its review and approval prior to

issuance of the Notice to Proceed. In addition, no changes can be made to the joint venture agreement without the written approval of the College.

Additionally, it should be noted that if the Proposer is a joint venture firm, of the five (5) projects submitted as relevant experience a minimum of two (2) projects must be from the majority joint venture party.

9. Scheduling and Cost Control

Describe the Management Plan and Quality Control procedures to be used to meet the requirements of this project. Include a description of the firm's methods of planning, organizing, scheduling, controlling and coordinating the total project effort. Include the firm's procedures to be used during preconstruction to guarantee technically accurate plans, specifications, and cost estimates. Highlight the methods that are used during construction to assure subcontractors adhere to the schedule. Highlight the methods used to ensure that the project will remain within budget. Provide the estimate used on one of the example projects and describe how the estimate was developed and summarize the final construction cost related to the estimate. Finally, include a draft schedule for all phases of the project including critical milestones. Design will begin October 2025 and must be completed by June 2026. Construction will begin July 2026 and must be completed by April 2027. What aspects of the project will be phased? Is this time frame feasible? In the creation of the schedule, assume that all approvals by government entities will be completed as quickly as possible.

10. Safety Plan

Generally, provide an overview of the firm's safety plan and the process for implementing safety plans on-site. What training is provided to on-site staff? How is safety overseen and enforced for subcontractors? Is a subcontracting firm's safety record reviewed as part of the bid process? Are there any requirements for certified safety personnel to be on-site? Who will be the primary safety officer for the project? Has your firm received any OSHA violations in the past three years? If so, please explain the circumstances and the corrective action that was taken.

11. Economic Benefit

Provide a detailed, but concise, overall description as to how the award of this contract will benefit the economy of the State of Maryland if your firm is the successful DBC. Such items include, but are not limited to, (i) contract dollars to be recycled into Maryland's economy in support of this contract, through the use of Maryland subcontractors, suppliers, and joint venture partners; (ii) the number and type of jobs for Maryland residents resulting from the contract; (iii) tax revenues to be generated for Maryland and its political subdivisions; and (iv) subcontract dollars committed to Maryland small businesses and MBE's. Describe the firm's approach in obtaining maximum participation of local businesses in the project.

12. Minority Business Enterprise (MBE) Participation

The successful DBC firm is required to make every effort to achieve an overall minimum of 29% of the total dollar contract award, inclusive of DBC fees, be awarded directly or indirectly to certified MBEs. Within the technical evaluation, Proposers can achieve higher consideration if they meet or exceed 29% minimum.

MBE participation can be achieved by a Proposer via a MBE prime, MBE joint venture party, MBE consultants, and/or MBE suppliers and/or trade contractors. Proposers are to note in their Technical Proposal under this category as to what MBE participation level they will commit and how this commitment will be achieved giving that all trade packages are bid. By submitting a MBE participation level under this category, the Proposer is committing to the College to achieve MBE participation if the firm is awarded the Design-Build contract. The College accepts companies with Maryland's MBE certification.

13. Project Construction Costs and Schedule

In order to be considered responsive, the Proposer must either agree with or take exception to (i) the project construction costs as indicated in these RFP documents; and (ii) to the time frames for design/preconstruction, inclusive of GMP preparation/submittal, and for the construction phase.

Proposers wishing to argue for higher project construction costs or adjusted project time frames must do so convincingly and provide sufficient evidence to support their agreement and include appropriate documentation in the technical proposal; if a Proposer does not take exception in its technical proposal, it is understood that the Proposer accepts the project construction costs and project time frames. If a higher project construction cost or adjusted project time frame is proposed, then College will make the final determination of the project construction costs and project time frames for purposes of the RFP process. In the event that the project construction costs or project time frames are adjusted, all firms proceeding with the next phase of the evaluation process will be notified prior to the due date of any required presentations or submittals. In the event the project construction costs and project time frames are not adjusted any firms proceeding to the next phase of the evaluation process that have taken exception to the project construction costs or the adjusted project time frames, will be asked to indicate whether they wish to withdraw prior to proceeding to the next phase.

Firms will neither be awarded nor penalized in any way for initially arguing with or accepting the project construction costs and project time frames noted in this RFP.

14. **Affidavit of Accuracy Form**

The Affidavit of Accuracy Form is to be completed by the Proposer and included in the Technical Proposal.

15. **Contractor Information Form**

The completed and signed form must be included with the Technical Proposal.

16 **Acknowledgement of Addenda Form**

Proposers must acknowledge receipt of all addenda issued for this RFP. Failure to do so may result in a Proposer's proposal being rejected. Use the form provided.

17. **Conflict of Interest Statement, Ethics Statement, Band and Proposal Affidavit**

The Conflict of Interest Statement, Ethics Statement, and Bid/Proposal Affidavit are to be completed by the Proposer and included in the Technical Proposal.

18. **Financial Responsibility**

Proposers shall submit graphic, narrative, or documentary material to clearly demonstrate qualifications, financial responsibility, and performance capability of their team. This shall include evidence from bonding company indicating total bonding capacity and current available bonding capacity. Do not include any information which would reveal the Proposer's Bid Price for this project. Additionally, complied financial statements shall be provided for 2022, 2023, and 2024. Generally, audited financial statements are acceptable. Additionally, draft statements are acceptable if the statements have not yet been finalized. All financial statements will be treated as confidential and only viewed by the procurement officer, evaluation committee, finance director, and VP for Administrative Services.

B. EVALUATION PROCESS:

1. **Evaluation Overview:**

Proposals must meet the requirements as stated in this RFP. Proposals that fail to meet one or more of the criteria may be ineligible for award. The College may make any investigations deemed necessary to determine the ability of the firm to provide the work as specified herein.

The solicitation evaluation involves a cumulative scoring process through a number of different phases by an evaluation committee. The first phase involves the review of the technical proposal, the next phase is the evaluation of oral presentations, and finally the last phase is the review of the price proposal.

In addition to criteria specified through this RFP, Proposers shall be evaluated on the following:

- a. Responsiveness to the scope of work;
- b. Past performance of the firm including timely completion of projects, compliance with scope of work performed within budgetary limitations, and user satisfaction;
- c. Specialized experience and technical competence in performing similar services in the past five (5) years, including qualifications of staff members who will be involved;
- d. Oral presentations, if invited
- e. Composition of the principles and staff assigned to the performance of these services, particularly the proposed manager and immediate staff, and their qualifications and experience with relevant services such as that being proposed;
- f. Adequacy of personnel of the firm to accomplish the proposed scope of work in the required time;
- g. Firm's capacity to perform the work giving consideration to current workloads;
- h. Firm's familiarity with problems applicable to this type of service;
- i. References from previous clients, including size and scope of services, name and telephone number of contact person; and
- j. Price Proposal.

Each phase of the process shall be weighted as follows:

Technical Proposal – 30%

Oral Presentation – 40%

Price – 30%

The College reserves the right to negotiate or modify any element of the RFP evaluation process to secure the best possible arrangement for achieving the stated purpose. The College reserves the right to select the DBC who brings the best value to the project team and is in the best interest of the College.

2. **Phase 1: Technical Proposals**

An evaluation committee will qualify and short-list all firms based on their technical proposal. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals. Further information may be requested by the College during the technical evaluation process as necessary.

3. **Phase 2: Oral Presentations**

Upon completion of the technical proposal evaluation, the College will contact only short-listed proposers to schedule an oral presentation via Zoom or Teams. The anticipated dates for oral presentations are **August 13-15, 2025**. Proposers are expected to keep their calendars open for these three dates. If a Proposer is unable to meet the College's scheduling requirements, the College may proceed with the oral presentation phase without including the Proposer. The procurement office will only schedule presentations with the short listed-firms.

It should be noted that, at a minimum, the Project Executive, Project Manager, Field Superintendent, and Project Estimator are required to attend. Proposers are advised to set aside August 13-15, 2025 on all of these individual's calendars, as only extraordinary circumstances will be accepted for the absence of a key team member.

The oral presentation is an opportunity for the DBC team to convey their background and expertise as it applies to this project; and to address their understanding of the design and construction services required for this project. The oral presentation also allows the College to meet the Proposer's key personnel; discuss the categories of key personnel, previous projects, project challenges, and proposer profile; and clarify the DBC scope of services for this Project.

4. **Phase 3: Price Proposal**

The RFP evaluation involves a cumulative multi-step process. Only those firms invited for oral presentations will be invited to submit a Price Proposal. Proposers are not to submit Price Proposals as part of the Technical Proposal.

The Price Proposal must be uploaded into Bid Locker **prior to 8:00am local time on August 13, 2025**. Price Proposals should consist of the signed Price Proposal Form and attachments as provided Section 800 of this RFP and a Bid Bond for 10% of the proposed price.

The Price Proposal Form shall be filled out completely. No changes, alterations or additions to the Price Proposal Form are permitted. The Price Proposal shall clearly indicate the maximum cost to the College for DBC design/pre-construction and construction services as well as the not-to-exceed (NTE) reimbursable costs per the RFP.

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

DBC Fixed Fees:

- 4.1. **Design-Build Pre-Construction Phase Fee** for all costs associated with providing the design (A/E) and D-B services in the pre-construction phases for the project and inclusive of pre-construction allowances for the project; and,
- 4.2. **Design-Build Construction Phase Fee** inclusive of overhead and profit.

D-B Reimbursable Costs To Be Quoted On A Not-To-Exceed Basis:

- 4.3 General Conditions Allowance Items include DBC staff reimbursable costs and non-personnel items.
 - 4.3.1. Proposers are to submit the **Staff Reimbursables Cost Breakdown Form** with its Price Proposal. DBC staff reimbursable costs are only for on-site personnel during design and construction for the Project including costs for all applicable positions inclusive of positions (i.e., laborers, etc.) for which the prevailing wage rates will apply; at the time of issuance of prevailing wage rates adjustments, if any, will be made accordingly with the awarded DBC firm.
 - 4.3.2 The Proposer is required to provide as part of the Price Proposal form a breakdown of costs for non-personnel items. Proposers are to complete the **Non-Personnel General Conditions Breakdown Form** and submit with the Price Proposal. General Conditions Non-Personnel Items for the Project inclusive of the DBC's General Liability Insurance, Builders' Risk Insurance and 100% Performance and Payment Bonds and to include the testing and inspection allowance. The Proposer is required to provide as part of the Price Proposal form a breakdown of costs for non-personnel items on the form provided. Firm prices for bonds and insurance are to be quoted. The balance of the non-personnel items should be a minimum of 4.5% of the Project Construction Costs.

It should be noted that prevailing wage rates apply to this project and that the Staff Reimbursable Breakdown and Non-Personnel General Conditions Breakdown are for information and price analysis purposes only.

- 4.4 **DBC GMP Contingency:** Amount of this contingency to be quoted by the DBC but must be a minimum of 5% (2.5% for the DBC and 2.5% for the College) of the Project Construction Costs.

- 5. **DBC HOURLY BILLING RATES FOR THE PROJECT:** Based on hourly rates for the applicable on-site positions during construction excluding those positions in which prevailing wage rates apply. These hourly bill rates will be the basis by which the awarded DBC is reimbursed for these positions. It should be noted that the hours priced must, at a minimum, match the hours included in the Technical Proposal.

This project will be a prevailing wage rate job. The contractor shall reference the DLLR Division of Labor and Industry's guidelines on prevailing wage rates in this area. The DBC will be required to advertise the project and provide a copy of said advertisement to the College.

Price Proposals will be evaluated based on the total price inclusive of all Fixed Fees and Reimbursable Costs as noted above as indicated on the Price Proposal Form for the project. Price Proposals will not be opened publicly. The College reserves the right to request a Best and Final Offer.

END OF SECTION 200

SECTION 300

TECHNICAL PROPOSAL FORMAT

Title Page
Understanding of the Project
Key Personnel
DBC Team
DBC Relevant Experience
Project References
Profile of the Proposer
Scheduling and Cost Control
Safety Plan
Project Challenge
Economic Impact
MBE Participation
Project Construction Costs and Schedule
Affidavit of Accuracy Form
Contractor Information form
Acknowledgement of Addenda
Conflict of Interest Statement
Ethics Statement
Bid/Proposal Affidavit
Contractor's License
Financial Statements
Relevant Subcontractor Information
Other

END OF SECTION 300

SECTION 400, ARTICLE 1

GENERAL PROVISIONS/ SCOPE OF WORK

A. Institutional Profile of Wor-Wic Community College:

Wor-Wic Community College is a comprehensive community college serving the education and training needs of the residents of Worcester, Wicomico and Somerset counties. Providing affordable, high quality postsecondary credit programs and continuing education courses in a high technology environment, the college serves a diverse student population from current high school students to senior citizens. Its open door admission policy and comprehensive support services enable Wor-Wic to provide educational opportunities for those who have the desire and ability to benefit from its courses and programs.

In June of 1975, the State Board for Community Colleges approved a proposal for the creation of a community college to serve the postsecondary vocational and technical education needs of the residents of Worcester and Wicomico counties. The college was designated to operate as a "college without walls." In November of 1975, the college's board of trustees appointed Dr. Arnold H. Maner to serve as president of the college. Community and continuing education courses were offered in the fall of 1975, and the college opened its doors to credit program students in the fall of 1976. In 1989, state legislation was enacted to allow Somerset County residents to attend Wor-Wic at the in-county tuition rate.

After almost 20 years of leasing classroom and office space at various locations in its service area, the college purchased 173 acres of land on the southeast corner of Route 50 and Walston Switch Road in Salisbury. Construction was started in 1993, and the campus officially opened in the fall of 1994. In 1996, the college purchased 29 additional acres of land adjoining the campus to the south of the existing property, bringing the total college-owned acreage to more than 200.

Henson Hall was built in 1999, providing a home on campus for Wor-Wic's nursing and radiologic technology programs. In the summer of 2000, Maner retired, and Dr. Ray Hoy was named Wor-Wic's second president. Guerrieri Hall opened in the fall of 2001 to provide office and classroom space for the college's criminal justice department and the Eastern Shore Criminal Justice Academy. A new Student Center was opened in the summer of 2005, providing food service and additional activity and study space for Wor-Wic's growing student body. The college's Child Development Center opened in the summer of 2006 providing classroom and office space for our child development curriculum, as well providing space for a daycare facility mostly for the children of our students and staff. In the summer of 2007, we opened the Workforce Development Center which provided classrooms, laboratories and offices for our continuing education program and our business department.

In June of 2011, Shockley Hall (formerly the Allied Health Building) began its operation. This building currently houses the expanded nursing program, as well as the radiologic technology and emergency medical programs. Since its construction, the college added the occupational therapy assistant and physical therapy assistant programs. The building consists of three nursing labs, an electronic resource center, a lecture hall, classrooms, faculty offices, as well as the IT department.

The Patricia and Alan Guerrieri Technology Center opened in the spring of 2023 to modernize and expand career education options with welding, HVACR, metal fabrication and plumbing labs; a CDL simulation lab; and other hands-on instruction areas for electro-mechanical, construction, electrical and alternative energy programs; as well as a community makerspace.

The college submitted its 10-year Facilities Master Plan (FMP) to MHEC in February 2019, and the need for the Maintenance Building Expansion project is clearly stated. The updated FMP can be provided upon request to acanada@worwic.edu

B. PROJECT OVERVIEW:

Design-Build (DB) services are being procured to work with Wor-Wic Community College to contract and manage the Architectural/Engineering (A/E) design and Construction phases of an approximately 6,656 GSF/4,408 NASF for the Maintenance Building Expansion based on programmatic documentation (Part I/Part II) provided to the Maryland Higher Education Commission (MHEC) in December 2023. There are no college facilities directly adjacent to the building. The size of the existing Maintenance Building is 4,857 NASF and 6,032 GSF.

Approximately \$323,000 has been allocated for preconstruction and design services. Approximately \$3,740,000, which includes testing and inspection, commissioning, and contingency allowances. This is a prevailing wage rate project. The design and pre-construction phase will be October 2025 until June 2026. The construction phase will be July 2026 until April 2027. The building will be occupied during construction.

The existing building was constructed in 2005 and consists of four offices, a mail room, vehicle bays, a breakroom, and a warehouse for receiving and storage. The main use of the building is office and meeting spaces for facilities management personnel. The building is also used by technicians to complete paperwork for assigned tasks, time sheets, and check emails as well as warehouse storage for campus supplies and receiving. The vehicle bay is used to make small engine repairs on maintenance equipment and golf carts.

The renovation and expansion of the maintenance building will accommodate technicians who are currently working out of a trailer (separate from the maintenance building) that has exceeded its lifespan. Creating additional office and storage spaces will give "all" facilities management personnel adequate space to fulfill its functions for the college under one building. The additional storage space included in this expansion will alleviate the reliance on storage containers that are sprawled on the grounds surrounding the existing building. The maintenance equipment, reclaimed furniture, and golf carts that are being stored in these containers and tents will be in a climatized building afterwards.

Thirteen additional parking spaces are needed to accommodate occupants and future visitors. A 150-200' drive isle is planned for ingress/egress of golf carts, maintenance equipment, and furniture storage. The site is well-lit and landscaped. The grading for the building pad, parking spaces, and drive isle should be minimal because the site is relatively flat.

Wor-Wic Community College intends to employ a DBC firm to aid the College in the management of the design and construction processes as described in this RFP. Under the RFP, the College intends to employ a DBC firm to perform the following (see Article 3 of this Section 400 for further descriptions):

1. **Pre-Construction DB Services** for the full development of the project to 100% construction documents shall be completed as follows:

Within a total of nine (9) months maximum or after issuance of the Pre-Construction/Design Notice to Proceed; inclusive of six-eight weeks for the DBC's GMP preparation.

2. **Construction DB Services** with general conditions services being provided on an allowance basis, shall be completed as follows:

Within a total of nine (9) months after issuance of the Construction Notice to Proceed.

C. PROJECT CONSTRUCTION SCHEDULE:

In order to be considered responsive, all firms must either agree with or take exception (i) to the time frames of not more than nine (9) months for pre-construction/design inclusive of the DB GMP preparation/submittal and nine (9) months for construction of the addition and renovation of Maintenance Building.

Firms wishing to adjust the Project Time Frames must do so convincingly and provide sufficient evidence to support their argument and include such documentation in the technical proposal; if a Proposer does not provide this in their technical proposal, it is understood that they accept the Project Time Frames. The College will make the final determination.

Note: The construction phase is subject to the authorization of funds by the General Assembly and Wicomico County Council and Worcester County Commissioners. Construction services will commence upon authorization of the College Board of Trustees and approval by Maryland's Board of Public Works.

LEED certification is not required for this project.

D. PURPOSE AND DEFINITION OF DESIGN BUILD WITH GUARANTEED MAXIMUM PRICE (GMP):

The Design-Build with Guaranteed Maximum Price method centers on a DBC, who is an agent of the College, ensuring that the design and construction phases proceed accordingly:

During the pre-construction/design phase, the DBC will ensure that the A/E partners are developing documents at every phase of design to produce construction documents (CDs). The DBC will utilize its skills and knowledge of construction to develop schedules, prepare construction cost models/estimates, conduct value engineering studies, study labor conditions, identify and address constructability issues, and advise on the sequencing of construction work for the Project. The College will pay the DBC the fixed design/pre-construction phase fee for this project; such fees are to include all costs associated with the DBC providing this service.

During the construction phase, the DBC will provide services and manage the project (inclusive of the award and management of all trade contracts) in the areas of change order review, quality assurance/inspections, schedule maintenance, cost control, meetings, shop drawing review, processing/monitoring and substitution requests and claims resolution and coordination/communication of the activities of the DBC team throughout the construction phase.

The project will be an "open book" job whereby the College may attend any and all meetings, have access to any and all DBC records on the project and whereby any and all cost savings revert to the College. The College will pay the DBC for its fixed fee as well as approved, applicable reimbursable costs under the General Condition allowance (on site, staff reimbursable personnel and non-personnel items) for actual expenditures only without any mark-up of any type.

Construction Management Procedures which are to be established by the DBC during the design phase will allow for the integration of all design and construction phase components of this project. The team approach shall from project inception strive for project delivery that is timely, cost effective and within required quality standards set by the College.

E. RELATIONSHIP OF COLLEGE AND DESIGN BUILD CONTRACTOR

The DBC accepts a relationship of trust and confidence between itself and the College. The DBC agrees to furnish its best skill and best judgment and to cooperate with the architects and design engineers and construction management firm in furthering the interests of the College and the project. The DBC shall furnish efficient engineering reviews, business administration, field supervision and shall use its best efforts to perform the work in the best and most expeditious, economical manner consistent with the interests of the College, and in strict conformity with the contract documents, including reasonable implications therein.

F. PROJECT TEAM

The DBC, the College, and any other project consultants shall be called the "Project Team". It is our intent that the "Project Team" shall work from the beginning of this project through construction completion and that

the DBC shall provide leadership to the Project Team on all matters relating to design and construction of the project.

The College is committed to a "Partnering" approach to the successful design and construction of its projects. The College defines partnering as a collaboration among professionals (College, DBC, A/E, and Trade Contractors) to maximize the success of a project while understanding and respecting the responsibilities and expertise of each team member.

G. WOR-WIC COMMUNITY COLLEGE GENERAL CONDITIONS

All work shall be performed and administered in accordance with the Contract, including but not limited to, the General Conditions, Section 500. The College intends to create a "General Conditions" allowance based on the DBC quoted not-to-exceed costs for General Condition items (inclusive of on-site field staff reimbursables) to cover reimbursable costs which will be associated with construction of this facility. Items which the College will expect to pay from the established allowance are described herein. Allowance expenditures must be approved by the College prior to the provision of said services.

An allowance for testing and inspection services is included in the total project construction costs. Proposers are to include these allowances in their quoted not-to-exceed amount for General Conditions for non-personnel items for the appropriate aspect of the project.

The DBC will be required to provide a "General Conditions" billing back-up derived from the DBC's accounting/tracking system.

H. DESIGN BUILD CONTRACTOR FEES:

1. **Pre-Construction Phase (Design Phase):** Fees will be considered in addition to the GMP. The DBC fee shall be an all-inclusive lump sum fee associated with the provision of the required services are described in Section 400, Article 3, Part "A." for the Project.
2. **Construction Phase:** The DBC fee shall be an all-inclusive lump sum management fee which shall include all DBC home office costs inclusive of officers and home office and local office support staff not noted below as well as all DBC overhead costs and profit. Construction Phase DBC fees as well as the project's "General Conditions" allowance and the DB-GMP Contingency are to be included in the applicable GMP.

Note: There will not be any adjustment made to the DBC fee on this project no matter if the project scope changes. In addition, General Conditions costs related to any change orders/amendments to the DB contract will be reviewed on an individual, change order basis; a determination will be made as to the need for requested General Conditions increases related to the change order. The DBC is not to expect that any change order will allow for an increase in General Conditions costs.

3. **General Conditions:** An allowance for General Conditions will be established by the DBC (and approved by the College in its review and approval of the GMP) in the GMP for General Conditions. The DBC will be reimbursed for actual costs only as no mark-up is allowed by the DBC. Expenditures from this allowance can only be made with the approval of the College which shall not be unreasonably withheld.

Note: As part of the Price Proposal, the Proposers will be quoting on-site Staff Reimbursable costs for the GMP; the price evaluations will include these quoted amounts (see Section 300, Article 4 for details). By submitting its Price Proposal, a Proposer is committing that the costs associated with these on-site staff positions for the GMP will not exceed the amount quoted in their Price Proposal if the awarded the contract; the only exceptions to this are those positions for which prevailing wage rates apply (i.e., laborer) since such rates have not yet been issued.

- 3.1 Additionally, the project manager is to be a salaried position; that is the College will reimburse a maximum of forty (40) hours per week for this position; therefore, the quoted billing rate should be based on this maximum number of hours allowed per week.

- 3.2 In the case of the Test Engineer, it is acceptable to the College that this can be handled by other positions within the DBC team except the Project Manager and Field Superintendent if a Proposer elects to do so; that is, the roles of Test Engineer **cannot** be performed by the Project Manager or Field Superintendent but can be performed by any of the other DBC positions. Should this be the case, the Proposer is to note this on the Price Proposal form in the space provided for the hourly billing rates for these positions (i.e., N/A see Project Engineer, etc.). An allowance will be provided for Commissioning Services by a vendor contracted by the College.
- 3.3 Payments of the DBC fee and General Conditions reimbursable costs due to the DBC will be authorized and distributed pursuant to Article 2 of this Scope of Work and to the General Conditions (Section 500), as amended.

END OF SECTION 400, ARTICLE 1, GENERAL PROVISIONS

SECTION 400, ARTICLE 2

COLLEGE'S ROLE

A. INFORMATION REQUIREMENTS

The College shall provide and furnish information regarding its requirements for the Project as applicable and as needed during all phases of the project.

B. DESIGN SERVICES

The DBC is responsible for retaining A/E services to prepare construction documents and specifications for the Maintenance Building Expansion project. It is expected that the A/E consultants will be selected after this DBC contract is awarded. Once A/E services are retained, the DBC will divulge this information to the College.

C. DESIGNATED REPRESENTATIVE

The College shall designate a Project Manager who shall be the College contact point during pre-construction/design and construction phases. This representative shall be the primary channel of communication to the College and shall act as the College's liaison with the DBC.

D. DECISION-MAKING AUTHORITY

The College shall be the principal reviewer and decision-making authority within the Project Team. In the event of any disagreement or dispute between any members of the Project Team regarding the project, the College shall be the final decision-making authority.

E. PAYMENTS TO DESIGN-BUILD CONTRACTOR

1. Pre-Construction/Design Services

- 1.1. Payments shall be made on the evaluation of work accomplishment.
- 1.2. Such payment requests will be submitted on the AIA Application for Payment Form.

1.3. Application for payment shall be submitted on/or about the 25th day of each month, but not less than thirty (30) days after commencement of services.

1.4. The DBC will be paid for the approved monthly construction management fee earned.

2. Construction Phase Services

2.1. Payments of the Construction Fee shall be made on the evaluation of work accomplishment. The DBC will be paid for the approved monthly fee earned.

2.2. Application for payment shall be submitted on/or about the 25th day of each month, but not less than (30) days after commencement of service.

2.3. Trade-Contracts, Equipment Rentals, and Material Payment

2.3.1. No markup for overhead or profit will be charged by the DBC for Trade or Sub-Contracts, Equipment purchases and Material Payments.

2.3.2. Progress payments to trade or subcontractors shall be administered in accordance with the Standard Conditions; that is, 90% of the Subcontract, Equipment Rentals and Material Payment invoices will be paid with 10% being withheld to assure faithful performance of the contract.

2.4. Reimbursables under General Conditions Allowance:

Allowance expenditures shall be approved by Wor-Wic Community College prior to the provision of said services.

Application for payment shall be submitted on/or about the 25th day of each month, but not less than (30) days after commencement of service.

Payment of approved reimbursable items will be made on a monthly basis with no retainage applicable.

3. Payment of College Obligations

Payments to the DBC pursuant to this Contract shall be made no later than sixty (60) days after the College's receipt of a proper invoice, as invoices are then sent to the State of Maryland for payment. Charges for the payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article of the Annotated Code of Maryland or by the Public Service Commission or Maryland with respect to regulated public utilities, as applicable, are prohibited.

END OF SECTION 400, ARTICLE 2

SECTION 400, ARTICLE 3A

DESIGN BUILD CONTRACTOR OBLIGATIONS

The Design-Build services shall consist of the two (2) main parts, Articles 3A and 3B, described as follows:

A. TO PROVIDE PRE-CONSTRUCTION DESIGN-BUILD SERVICES ON THE COLLEGE'S PROJECT INCLUSIVE OF DESIGN PHASE SERVICES AND TO PROVIDE AN ACCEPTABLE GUARANTEED MAXIMUM PRICE (GMP) FOR THE PROJECT THAT IS LESS THAN OR EQUAL TO THE BUDGET

1. Project Review

- 1.1. The DBC shall meet with the College and other team members to fully understand the Program, the project scope, and all other pertinent aspects of the project.
- 1.2. The DBC shall become an integral part of the Project Team that will coordinate the development and progress of the design and construction processes.
- 1.3. The DBC shall develop project procedures in cooperation with the College that will be used as a guide for the management and coordination of this project throughout the life of the project.

2. Consultation During Project Development

The DBC shall attend regularly scheduled meetings with its A/E during the development of the design to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems, and equipment. They shall also provide recommendations on construction feasibility.

3. Schedule

- 3.1. The DBC shall utilize and maintain a college-approved computer-based software scheduling system which will allow the DBC to provide appropriately detailed design and construction phased Critical Path Method (CPM) schedules.
- 3.2. Scheduling software shall allow for the integration of all aspects of the design/construction processes and provide for coordination of all work to be performed. The scheduling software shall be capable of producing and coordinating logic developed network diagrams, Pert charts and Gantt chart format reports.
- 3.3. The project schedule shall be sufficiently detailed to allow for a realistic projection of design and construction activity sequences and durations. Updated schedules will be required with each major design document submission and with major value engineering decisions; these schedules are due to the College no later than five (5) business days from each design submission or value engineering decision.
- 3.4. The DBC shall within fifteen (15) days of selection and written notice to proceed, provide the College with the format for the CPM (Critical Path Method) schedule for the design and construction phases of the project. This schedule will be reviewed for compliance with overall project completion requirements relative to the College's occupancy needs.
- 3.5. This CPM schedule shall include a projection of all design and construction phase activities to include (but limited to) key design milestones such as schematic design, design development, 50%, 70%,

95% and 100% construction documents, bid packages, release dates for long lead items, release dates for key subcontractors, and substantial and final completion dates. It shall also include DBC staff loading throughout the design/construction phases of the project. It is intended that this CPM schedule will be utilized throughout the design and construction of this project.

- 3.6. The DBC will establish a detailed CPM schedule for use during the pre-construction/design phase with the concurrence of the College. The DBC is responsible for monitoring this schedule during the pre-construction/design phase, ensuring that this schedule is maintained, and advise the College of any deficiencies in adhering to this schedule by any party.

4. Value Engineering

- 4.1. The DBC shall, after a complete review of the Project Program, understanding of the intent of the College, and 95% CD approval, provide value engineering services and offer cost savings suggestions and best value recommendations to the College. All recommendations must be fully reviewed with the College and approved prior to implementation.
- 4.2. Value engineering efforts shall result in a design that is most effective in first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value engineering studies shall include Life Cycle cost analysis as may be required to achieve an appropriate balance between costs, aesthetics and function.
- 4.3. Value engineering efforts shall also take into consideration applicable constructability issues.
- 4.4. The DBC shall notify, in writing, the College upon observing any features in the design that appear to be ambiguous, confusing, conflicting, or erroneous.
- 4.5. All value engineering studies must be provided on a timely basis within the design schedule.
- 4.6. Value engineering studies shall be continuous as the design is being developed.
- 4.7. There shall be a major value engineering study at 100% design development (utilizing the design development documents), which shall include, but not be limited to, the items noted below, conducted and/or provided by the DBC.
 - 4.7.1. Develop value engineering concepts for consideration at the session noted in 4.7.2 below.
 - 4.7.2. Brainstorming session(s) with design team;
 - 4.7.3. Written concept designs and cost studies/estimates shall be produced and submitted to the College within two (2) weeks of the brainstorming session;
 - 4.7.4. Written pro/con evaluation of the cost studies shall be provided to the College within two (2) weeks after submission of the cost studies;
 - 4.7.5. Formal presentation of the study to be conducted by the DBC; and,
 - 4.7.6. Formal submission of the value engineering study document inclusive of a summary of value engineering items, applicable cost savings, selected items and their corresponding cost savings.
- 4.8. The DBC shall also conduct value engineering studies or investigate the cost of different material, product or system costs during the remainder of the Design Development Phase and the Construction Document Phase to evaluate specific items as requested by the College.

5. Constructability Review:

The DBC will review the design throughout the pre-construction/design phase as to constructability issues. On each issue, the DBC will do the following on a timely basis within the design schedule: (1) description of constructability issue with background information; (2) in-depth study/research; and, (3) written report inclusive of DBC recommendation for addressing and justification therein. Such reviews/studies are also to be conducted as requested by the College.

6. Construction Cost Model/Estimates

6.1. The DBC shall develop a project budget/cost model which will require updating at multiple intervals during design phase for the project. The base cost model format shall be developed and presented to the College within thirty (30) days after the pre-construction/design Notice to Proceed is issued and will require updating as described herein. Due to the changing economic climate, all cost models are to be construction based not data based; that is, the DBC will develop its estimates with its in-house capabilities and test its estimates from pricing of trade work directly from the market place rather than based on data retained in the DBC files.

6.1.1. A full scale update of the cost model is to be provided within ten (10) working days after the submission of the Design Development Documents for approval.

6.1.2. A full scale update of the cost model is to be provided within ten (10) working days after the 50% submission of the Construction Document documents for approval.

6.2. Each cost model must contain a statement of the total amount determined under that construction cost estimate to be the total hard construction costs for the Project in accordance with the Program ("Probable Construction Costs").

6.3. The Project Design and Construction Costs are as follows:

Approximately \$323,000 has been allocated for preconstruction and design services.

Approximately \$3,740,000, which includes testing and inspection, commissioning, and contingency allowances as noted previously.

6.4. In the event that the Probable Construction Costs exceed the Project Construction Costs the College will direct the DBC to work in conjunction with its A/E to redesign the Facility as necessary to maintain the Project Program and meet the Project Construction Costs without additional compensation.

If the Probable Construction Costs (as submitted at 50% Construction Documents) exceeds the funds authorized by the Maryland General Assembly or allocated by the College for construction of the Facility, the College will direct the DBC to:

6.4.1. After consultation with the College, coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the necessary reduction in cost and shall repeat as necessary.

6.4.2. Develop and provide to the College a Probable Construction Costs in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.

6.4.3. Analyze the A/E originally submitted construction documents and make recommendations to the College as to ways and methods to reduce the costs of constructing the project to a sum that does not exceed said appropriations.

Notwithstanding anything in the RFP to the contrary, the DBC shall perform the work set forth in this Section 400 3A.6.4 without additional compensation.

6.5. The DBC detailed cost models as required and Probable Construction Costs will be reviewed by the College for reasonableness and compatibility with the Project Construction Costs. Meetings and negotiations between College and the DBC will be held to resolve questions and differences that may occur within the Project Construction Costs and the cost model. If indicated by the Project Construction Costs limitations or other circumstances, the DBC shall work with the College to reach a mutually acceptable Probable Construction Costs.

6.6. The cost model format must be coordinated between the DBC and its A/E to ensure compatibility.

7. Coordination of Contract Documents

The DBC shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The DBC shall correct any features in the plans or specifications that appear ambiguous, confusing, conflicting, or erroneous with its A/E. Such ambiguous, confusing, conflicting, and/or erroneous features discovered in the plans or specifications by the DBC during the review process shall be understood to be corrected, and any associated costs shall be included in the GMP.

8. Construction Guaranteed Maximum Price (GMP)

8.1. At the point of completion of the Construction Documents for the project the DBC will develop and provide to the College a GMP which will include all construction costs, and all other projected costs inclusive of the Construction Phase fee and General Conditions allowance not to exceed the budget. The GMP shall display each proposed trade contract amount; the DB fixed fee; and all project related costs, i.e.: bonds, personnel payroll benefits, etc. The billing rates for the on-site personnel noted in #1.7.3., b. shall be as quoted by the DBC in the Price Proposal.

The GMP must not exceed the Project Construction Budget for the Project noted above in 3A.6.3. The DBC will provide the GMP to the College within six to eight weeks of issuance of the 95% Construction Documents.

8.2. The DBC shall utilize the Construction Documents as prepared by its A/E to invite and receive competitive bids on all trade packages and/or materials as a basis for each GMP submission. The DBC will develop scopes of work based on the Construction Documents; in addition, each scope of work shall include but not be limited to, anticipated working hours to address the College's concerns with noise and vibration, coordination between or among trades, outages, temporary facilities if required, temporary heat and electric if required, hoisting, etc.

Please note: The DBC is required to provide coordinated drawings for all trade work if not required in the Construction Documents for the construction of that phase of the Project. All Proposers are advised to assume that the Construction Documents will not include this requirement; however, the College notes that this effort will be handled primarily by the DBC in the Construction Phase with the Coordinated Drawing Engineer under Staff Reimbursable Costs.

8.3. The DBC is to conduct a qualification process of all Trade Contractors to ensure that all bidders have the necessary expertise.

8.4. The DBC is to conduct the following for all Trade Contracts as necessary: pre-bid meetings, post-bid meetings, and bid opening sessions. The College reserves the right, in an advisory capacity, to raise questions to the DBC regarding the selection of final trade contractors. It is anticipated that a pre-bid meeting will be held for each trade package unless otherwise agreed to by the College.

8.5. The DBC may reject all bids and repeat the bidding for the trade work or re-package the trade work activity. If the College rejects a Trade Contractor recommended by the DBC in accordance with General Conditions (Section 500), the DBC shall recommend an acceptable substitute at no additional cost to the College.

- 8.6. In the event that the total projected hard construction costs for a phase exceed the Project Construction Budget, the College reserves the right to direct the DBC to (and the DBC shall) work in conjunction with its A/E to redesign the Facility as necessary to maintain the Project Program and meet the Project Construction Budget.

If the GMP (as originally submitted or adjusted) for the Project exceeds the funds authorized by the Maryland General Assembly or allocated by the College for construction of the project, the College reserves the right to direct the DBC to (and the DBC shall):

- 8.6.1. After consultation with the College, coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the necessary reduction in cost and shall repeat as necessary.
- 8.6.2. Develop and provide to the College a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
- 8.6.3. Analyze its A/E originally submitted CDs and as altered and redrafted construction documents and make recommendations to the College as to ways and methods to reduce the costs of constructing the project to a sum which does not exceed said appropriations.

Notwithstanding anything in the RFP to the contrary, the DBC shall perform the work set forth in this Section 400 without additional compensation.

It is understood that the College has the right to reject any GMP as originally submitted or adjusted and that the Contract consequently will terminate according to its terms and that the Board of Public Works has the right to withhold, in its sole discretion, approval of the amendment of the Contract to reflect any GMP, in which event the Contract will terminate according to its terms.

- 8.7. The DBC detailed construction cost estimates and GMP will be reviewed by the College for reasonableness and compatibility with the Project Construction Budget. Meetings and negotiations between College and the DBC will be held to resolve questions and differences that may occur within the Project Construction Budget and the DBC construction cost estimate and corresponding GMP. If indicated by the Project Construction Budget limitations or other circumstances, the DBC shall work with the College to reach a mutually acceptable GMP.
- 8.8. Upon acceptance by the College Board of Trustees and approval by the Maryland Board of Public Works (BPW), if applicable, of any amendment to the Contract to reflect any GMP, the DBC GMP as approved shall become a part of the College-DBC Contract. The DBC shall provide the College with a Standard Performance and Standard Labor and Material Payment Bond for 100% of each GMP as set forth in the General Conditions.
- 8.9. GMP Savings: All savings under the GMP revert to the College. Such savings are based on the total for the GMP not on a line by line basis.

9. **Contingencies:**

- 9.1 **College/Owner's Contingency:** The GMP shall include a College controlled construction contingency in the amount approved by the College. Expenditures against this contingency will be available to cover all costs resulting from the following with the College's written approval:

Changes in scope initiated by the Owner's designated representative; and unforeseen field conditions.

The amount of the College contingency is to be as quoted by the DBC in the Price Proposal to the College based on the Project Construction Costs. The College retains the right to specifically request

revisions to the amount of the contingency prior to the College's acceptance and approval of the GMP.

- 9.2 **DB-GMP Contingency:** The GMP shall include a DBC controlled construction contingency (DB-GMP Contingency) in an amount approved by the College, to protect the DBC against the risks assumed in providing the GMP for the Project. The College and the DBC acknowledge that the contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including (1) scope gaps between trade contractors, (2) contract default by trade contractors, (3) costs of corrective work not provided for elsewhere, (4) expediting/ accelerating of the work to meet scheduled completion dates (if required) and (5) DBC omissions in the bidding process.

9.2.1 The DB-GMP Contingency is not allocated to any particular item of the Cost of the Work, and is established for the DBC use as may be required for increases in costs incurred in the Work from unforeseeable causes or details not capable of reasonable anticipation at the time of the College's approval of the GMP. It is understood that the amount of the DB-GMP contingency is the maximum sum available to the DBC to cover costs incurred as a result of such unanticipated causes or details, and that cost overruns in excess of the amount of the DB-GMP contingency will be borne by the DBC.

9.2.2 The DB-GMP contingency may be applied to any items within the Cost of the Work without the necessity of a change order and without constituting a change in the work, and without resulting in any change in the GMP. The DBC will notify the College and obtain written approval of his intent to apply any part of the DB-GMP contingency to any item within the Cost of the Work prior to any such application.

9.2.3 As the actual Cost of the Work is determined, change orders shall be issued, as appropriate, with the College's review and sign-off between the estimated Cost of the Work and the DB-GMP contingency components of the GMP without effecting a net change to the sum of the GMP.

9.2.4 The amount of the DB-GMP contingency is to be as quoted by the DBC in its Price Proposal to the College but must be a minimum of 5% (2.5% DBC, 2.5% College) of the Project Construction Costs. The College retains the right to specifically request revisions to the amount of the DB-GMP contingency prior to the College's acceptance and approval of the GMP.

10. **Non-Acceptance of The GMP And Termination of College's Design Build Contract:**

10.1 The College, at its sole discretion, may decline to accept the DBC GMP for any phase of the project and thereupon without penalty, the Contract shall terminate according to its terms at the end of the pre-construction phase. In addition, if the Board of Public Works fails to approve the amendment of the Contract to reflect any GMP, if applicable, the Contract shall terminate according to its terms at the end of the current phase.

10.2 In any event, such termination shall likewise terminate all further services and obligations of the DBC. The DBC shall accept amount(s) given in price proposal part "A" as full and complete reimbursement of all costs and services performed by the DBC for pre-construction, and shall only be entitled to amounts set forth under or related to Part "B" of this RFP to the extent to which the DBC is under contract for the construction and has incurred such costs. Thereafter, the College shall have the right to continue its activities to place the project under construction with no obligation or restriction regarding the DBC and with full ownership and use of any data and information developed during Part "A" activities.

10.3 Termination under this section is in addition to the termination provisions set forth elsewhere in the Contract including, but not limited to, the Standard Conditions.

11. **Ownership of Documents**

All data, information, material, and matter of any nature and all copies thereof in any and all forms whatsoever developed by the DBC or in the DBC's possession or control relating to the Project are the property of the College.

END OF SECTION 400, ARTICLE 3A, SCOPE OF WORK

SECTION 400, ARTICLE 3B

SCOPE OF WORK

TO PROVIDE CONSTRUCTION PHASE DESIGN BUILD SERVICES AS REQUIRED TO COMPLETE CONSTRUCTION OF THE PROJECT AND TO MAINTAIN THE ESTABLISHED GMP OF THE PROJECT.

A. CONSULTATION DURING CONTINUING PROJECT DEVELOPMENT

Upon acceptance of the GMP, the DBC shall continue to advise and assist its A/E and the College during the continuing Design Activities as described in Section 400. Article 3, Part A.

B. PROJECT CONSTRUCTION COSTS

1. The DBC recognizes that the College will have a limit on the project construction cost. The College's Project Construction (and related) Cost limit is as follows: \$3,740,000.

This above estimate is inclusive of the DBC on-site staff reimbursable costs, a General Conditions allowance as quoted by the DBC inclusive of the testing and inspection and commissioning allowance, DBC Construction Phase Fee, College/Owner's construction contingency, and DB-GMP contingency but excluding the pre-construction/design fee as noted in the Price Proposal. This amount is referred to in this RFP as the Project Construction Budget, and is the budgetary allocation for all costs included within the GMP as set forth in Section 400, 3A.6.3.

2. Upon completion of work, any and all non-expended funds remaining in any GMP revert to the College.

C. PROJECT SCHEDULE:

1. The DBC shall provide a construction phase CPM (Critical Path Method) schedule through the use of a computer-based software scheduling system. Scheduling software shall allow for integration of all aspects of the project and provide for the coordination of all work to be performed. The scheduling software used by the DBC shall be capable of producing and coordinating logic developed network diagrams, Pert charts, and Gantt chart format reports.
2. After acceptance of the GMP and issuance of the contract amendment to the DBC for the Construction Phase of the Project and within fifteen (15) days of written Notice To Proceed, the DBC shall submit a preliminary CPM schedule consistent with the time frames submitted during the design phase.
3. The DBC shall develop the complete and final CPM schedule in the form of a CPM network arrow diagram (Pert) using the logic and time estimates for each segment of the work and shall be cost loaded, the sum of which totals the GMP exclusive of a DB-GMP contingency, and manpower loaded to complete the work within the scheduled time frames. The arrow network diagram will be drawn in a level of detail suitable for display

of salient features of the work, including but not limited to the placing of orders for materials, submission of shop drawings for approval, approval of shop drawings by the College, delivery of material, and all work activities inclusive of punch list agreed to by the College. Each work activity shall be assigned a time estimate by the DBC. One day shall be the smallest time unit used. Data shall also be provided in Gantt form.

4. Upon completion of the Pert and Gantt diagrams, the DBC shall have computer input data prepared, and a computer run made to generate a printout for the project based on the information supplied. In the event the completion date indicated by the schedule exceeds the contractual date, the logic and time estimates used to develop the plan will be reviewed, changes made in the logic and time estimates, and another computer run made to generate a new schedule. This procedure shall be repeated, if necessary, to provide a plan and schedule to meet College requirements.
5. Within thirty (30) days of Construction Notice to Proceed, the final CPM schedule shall be submitted to the College for review and approval. This working plan shall show job identification, job duration, manpower loading, cost loading, calendar dates for start and finish of each job, and jobs critical to the completion of the project on schedule. When approved by the College, they shall become the working plan and schedule for the project and such information shall be provided to the DBC for distribution to the Project Team inclusive of all trade contractors.
6. The DBC shall review the plan and schedule each month. An updated project schedule shall be furnished showing actual completed work at the end of each month in respect to the entire project. The form used shall be approved by the College and shall be submitted with the monthly invoice.
7. The College requires occupancy of the expansion of the Maintenance Building within nine (9) months from the issuance of the Construction Notice to Proceed or April 2027, whichever occurs earlier.
8. The DBC shall provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and desired completion dates, review schedule for work not started or incomplete, and take the action necessary to meet the required completion date.
9. It is the DBC's responsibility to meet the required construction completion date as noted above in the RFP and Section 400 – 3B.D. 7. If the DBC finds that action must be taken in order to meet this contractual responsibility, all costs associated with such action are the DBC's responsibility within the GMP unless a delay is attributable to the College.

If the DBC finds that the schedule has been impacted by an action or inaction on the part of the College, the DBC must review the situation with the College and obtain a change order amendment for such work prior to taking any action which has a cost impact; all change order work shall be governed by the General Conditions as supplemented by the provisions of this Section 500 and the contract. Notwithstanding anything in that, the provisions thereof shall apply only to work to be performed in the Construction Phase.

D. TRADE CONTRACTS

1. After acceptance of the GMP and issuance of the Construction Contract Amendment to the DBC for the Construction Phase, the DBC shall place through its office contracts or purchase orders to the successful Trade Contractors or Suppliers. (The term Trade Contractors if used in this Contract means sub-contractors and the term sub-contractors as used in the Contract shall include Trade Contractors.)
2. The DBC will require the Trade Contractors to provide the applicable contract documents inclusive of insurance certificates, performance and payment bonds, MBE participation (by submission of letters of intent, copies of purchase orders, etc.).
3. All contract documents between the DBC and the Trade Contractors are to be made available for review by the College as requested.

E. PROJECT CONTROL

1. **Project Staffing**

- 1.1. The DBC on-site representatives shall manage the work of the sub-contractors and coordinate the work with the activities and responsibilities of the College and DBC to complete the Project in accordance with the College's objectives of cost, time and quality.
- 1.2. The DBC shall maintain a competent and adequate full-time staff approved by the College at the Project site to coordinate and provide adequate direction of the work and to monitor progress of the sub-contractors on the Project at all times.
- 1.3. It is understood that the designated and approved on-site resident DBC representatives will remain on the job and in responsible charge as long as those persons remain employed by the DBC, unless the College has reason to agree otherwise during the course of the project and a contract amendment is issued accordingly by the Vice President for Administrative Services.

2. **On-site Coordination/Management**

- 2.1. The DBC shall establish on-site organization and lines of authority in order to carry out the overall plans of the Project Team.
- 2.2. The DBC shall conduct orientation sessions for its on-site field staff and Trade Contractor's staff, as applicable, as to the Project Procedures as developed during the Design Phase as noted in Section 400, Article 3, Paragraph 3A.1.3 as well as site requirements per the Contract Documents. College representatives may attend such sessions.
- 2.3. The DBC will provide for all coordination with the on-site sub-contractors the necessary on-site services for the construction activities and on-site requirements of the DBC and the College. The DBC is not required to provide offices for its A/E or the College within its field offices.
- 2.4. The DBC shall require all Trade Contractors to submit a Trade Contractor's Report which is to include, but not be limited to, a summary of work performed, information required, status of change order work, materials received, and safety incidents.
- 2.5. The DBC shall accept delivery and arrange for storage, protection and security for any College purchased materials, systems and equipment which are a part of the work until such items are turned over to the respective Trade Contractors.

3. **Meetings**

- 3.1. The DBC shall schedule and conduct regular bi-weekly progress meetings, and as directed by the College, at which Trade Contractors, the College, and other designated representatives, and the DBC can discuss jointly such matters as progress, scheduling, and construction-related problems.

The DBC shall take and distribute complete minutes of meetings to all attendees and others as directed by the College within three (3) days of such meetings. Representatives of the College may attend meetings and shall receive all notices and minutes of meetings. See details throughout Section 400, Article 3, Part B as to topics to be included in Progress meetings.

- 3.2. The DBC shall also conduct Owner's meetings every two (2) weeks or as requested by the College. The Owner meetings are to be attended by representatives of the College and the DBC to discuss overall project matters and project procedures to ensure that all parties are meeting their obligations to ensure a successful project. The DBC shall take and distribute complete minutes in electronic format of Owner's meetings to all attendees and others as directed by the College within three (3) days of such meetings.

4. **Requests for Information (RFIs)**

- 4.1. The DBC will be responsible for developing and implementing an RFI form for use on the project.
- 4.2. The DBC will be responsible for logging and reviewing all RFIs prior to submission to the College. The DBC is to ensure that the RFIs submitted are appropriate and not frivolous.
- 4.3. The DBC shall be responsible for tracking and monitoring all RFIs throughout the Construction Phase until all RFIs are processed by the College.
- 4.4. The DBC shall include RFIs as an agenda topic at all Owner meetings and advise the College immediately of any delays in the RFI process.
- 4.5. The DBC shall develop an RFI aging report which is to be submitted to the College's Project Manager at each bi-weekly progress meeting.

5. Substitution Requests

- 5.1. The DBC will be responsible for logging all substitution requests.
- 5.2. The DBC will be responsible for reviewing all substitution requests to ensure that they are complete; and, if not, return them to the Trade Contractor for proper submission.
- 5.3. The DBC will be responsible for reviewing all Substitution Requests with the College.
- 5.4. The DBC shall be responsible for tracking and monitoring all Substitution Requests throughout the Construction Phase until all Substitution Requests are processed by the College.
- 5.5. The DBC shall include Substitution Requests, if any, on the agenda topic at the Owner's meetings and advise the College immediately of any delays in the Substitution Request process.
- 5.6. Project Photographs: The College requires the DBC to submit digital Progress photographs monthly in sufficient detail to properly record the work. The DBC is to provide a minimum of two (2) sets of these pictures which are to be labeled as to location and date for distribution of one (1) set to the College with one (1) set retained by the DBC for its records. The cost of these photographs will be reimbursable under the General Conditions allowance. Alternatively, digital photographs may be submitted in a format acceptable to the College. The College reserves the right to take its own photographs during construction.

F. COST CONTROL

1. The DBC shall develop and maintain an effective system of Project cost control. He shall refine and update the approved GMP, incorporate college-approved changes as they occur, and develop reports and forecasts as needed or as directed by the College. He shall identify variances between actual and estimated costs and advise the College whenever projected cost exceeds allowances or estimates.
2. The DBC shall check and supervise all material deliveries, equipment, and labor entering the work site. The DBC shall maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and material, or other bases requiring accounting records, and afford the College access to these records and preserve them for a period of three (3) years after final payment. The College reserves the right to audit these records during that period.

G. QUALITY ASSURANCE/INSPECTION

1. The DBC shall inspect the work of the sub-contractors to guard the College against defects and deficiencies in the work. The DBC shall advise of any apparent variation and deviation from the intent of the Contract Documents and shall take the necessary action to correct such variations and deviations within the

terms of the contract documents. The DBC shall provide one (1) set of all inspection reports to the College's Project Manager with the monthly report.

The DBC shall provide for and administer all third-party inspection and testing as specified in the Construction Documents under the identified General Conditions allowance.

2. The College shall, in all cases, make final interpretation of the Contract Documents and rule on compliance of the work. This provision specifically supersedes anything to the contrary in the General Conditions of the Contract for Construction and the Standard Form of Agreement between Owner and DBC where the DBC is also the Constructor.
3. Quality Assurance/Inspections are an area of utmost importance to the College. Although it is the contractual obligation of the DBC to guard the College against defects and deficiencies in the work, it is expected that the College will participate in this process.

It is anticipated that some personnel from the College's Facilities Department will attend inspections and testings. It is the responsibility of the DBC to advise the College's Project Manager of scheduled testings and inspections with appropriate advance notice.

In addition, the DBC is to include on the agenda of all bi-weekly progress meetings a review of upcoming inspections and tests and attach a list of these with the minutes of such meetings.

H. COMMISSIONING

1. The College will contract with a third-party commissioning agent as part of the GMP for this project.
2. All activities associated with Commissioning will be performed during the Construction Phase only. Such activities include the preparation of the commissioning plan, observation of start-up, testing and calibration activities, verification and documentation of functional performance tests and acceptance.
3. Commissioning will also include HVAC and building envelope.

I. PROJECT SAFETY and SECURITY

1. The DBC shall develop and implement a project safety program in accordance with the General Conditions and applicable regulations.
2. The DBC shall report to the College, as part of each monthly report, any safety violations and actions taken to protect the safety of persons and property engaged in the work.
3. The DBC shall be responsible for the security of the construction site in coordination with College Security.

J. CHANGE IN SCOPE AND CHANGE IN GMP

1. The College, unilaterally at any time by written order via a contract amendment, may make changes within the general scope of the work to be performed under the Contract.
2. Changes in the scope of work to be performed during the Construction Phase shall be governed by the General Conditions and contract, as supplemented by the provisions of this Section 400. Notwithstanding anything in the General Conditions, the provisions thereof shall apply only to work to be performed in the construction phase.
3. The DBC shall notify the College in writing with detailed cost supportive data if any apparent change in scope or design will require a change in the GMP.

4. It is understood and agreed that refinement and detailing may be accomplished from time to time with respect to the drawings and specifications. No adjustment in the GMP or the Scheduled Completion Date shall be made unless such refinement or detailing results in changes in the scope and/or design of the Project, as determined by the College. Nothing herein shall be construed to preclude the College from ordering minor changes in the work not involving increases in cost, consistent with the intent of the Contract Documents.
5. No change order expenditures can be made against this contract without written approval by the College's designated representative via the issuance of a contract amendment to the DB contract by the Vice President for Administrative Services of Wor-Wic Community College.
6. As set forth in the General Conditions, an equitable adjustment will be made in the DBC fee, if appropriate, dependent on the scope of the change and the time frame therein.
7. The College and A/E will review the DBC analysis and cost data and advise the DBC of their findings. The College and DBC shall reach mutual agreement on the nature of the subject change and upon the College's direction, eliminate the circumstances of the change or negotiate a mutually agreed cost change to be made to the GMP. The DBC shall notify the College of such changes before trade bids for the work associated are requested.
8. Changes to the GMP will only be made as a result of documented and college-approved decisions with the issuance by the Vice President for Administrative Services of a contract amendment to the DB contract.
9. The DBC shall develop and implement a system for review, negotiation, and processing of proposed Change Orders. They shall, with complete supporting data, recommend necessary or desirable changes to the College for approval.
10. There will be no DBC mark-up for any change order work. Rather, change order proposals will consist of actual costs only; that is, Trade Contractors' change order proposals and General Conditions items, if applicable, only.

K. SHOP DRAWING REVIEW/PROCESSING

1. The DBC will be responsible for logging all shop drawings/submittal prior to submission to the College. The DBC will ensure that shop drawing/submittals packages are submitted in an appropriate manner and, if not, return them to the Trade Contractor for proper submission.
2. The DBC shall develop and implement a system for review, acceptance or rejection, and processing of all shop drawings/submittals. They shall review this system with the College and obtain the College's approval prior to implementation.
3. The DBC shall be responsible for tracking and monitoring all shop drawings/submittals throughout the construction phase until all shop drawings/submittals have been approved by the College which is a minimal time frame review of approximately three (3) weeks.
4. The DBC shall include shop drawings as an agenda topic on all Owner meetings and advise the College immediately of any delays in the shop drawing/submittal process.
5. The DBC shall develop a shop drawing/submittal aging report which is to be submitted to the College's Project Manager at each bi-weekly progress meeting.
6. The DBC shall provide coordinated drawings as indicated in Section 400, Article 3A, Item 8.2.

L. PROJECT SITE DOCUMENTS

The DBC shall maintain at the Project site, on a current basis, records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and any other documents and revisions thereto which arise out of the contract or the work.

M. CLAIMS AVOIDANCE/RESOLUTION

1. The DBC will advise the College, as necessary, on construction issues to avoid disputes. Such advice is to be provided on a timely basis.
2. If claims/disputes arise, the DBC will provide the College with assistance as requested including, but not limited to, cost assessments, documentation review, and contract review, and make recommendations accordingly.

N. CONTRACT CLOSE OUT

1. The DBC is required to bring on staff a Project Close Out Engineer, at the appropriate time, to handle project close out activities which include punch list, scheduling of the required demonstrations, testing and commissioning. Note: this position should not be done by someone who has been assigned to other positions during the construction of the project.
2. The DBC is responsible for compliance with all Contract Close Out items per the Contract Documents. The DBC shall obtain data from Trade Contractors and maintain a current set of record drawings, specifications, and operating manuals.
3. With mechanical and electrical equipment, the DBC is to obtain the Operating and Maintenance (O&M) manuals at least four (4) months prior to the demonstration for such equipment. These O&M manuals are to be sent to the College Project Manager who is to forward one (1) set to the College's Facilities Management Office for review prior to the equipment demonstration.
4. The DBC will work closely with the College's Vice President for Administrative Services and Project Manager as to the procedures and schedule for Contract Close Out and the contractual obligations therein.
5. At the completion of the Project, and before final payment, the DBC shall deliver all such records to the College along with completion set of as-built drawings.

O. REPORTS

1. The DBC shall provide to the College on a monthly basis (every 30 days beginning 30 days from the issuance of the Notice to Proceed for the Construction Phase) or at the College's request, a written report inclusive of the items noted below.
2. Within ten (10) days of issuance of the Construction Phase Notice to Proceed, the DBC will submit to the College the report formats for each of these, and before implementation, the DBC must obtain the College's approval of these formats.
3. The monthly report by the DBC will include the items noted below.

Project Status: Overall summary of the project status to date for the Project inclusive of information on the Trade Contractors' Work and the percentage of completion for the Project.

Schedule: Revised project schedules with a summary statement as to the status of construction for the Project.

Cost Status: Overall summary of the financial status of the project with the cost control report included which details expenditures of all contingencies.

Change Orders: A summary statement as to the status of change orders for the Project inclusive of potential change orders, approved change order, and rejected/voided change orders as well as change order which require the College's immediate attention.

Shop Drawings/Submittals: A summary statement as to the status of shop drawings/submittals for the Project inclusive of items requiring the College's immediate attention.

Quality Assurance/Inspections: A summary statement as to the status of quality control/inspections for the Project including, but not limited to, number and type of inspections made, overall project quality to date, and recommendations.

P. GUARANTEE

The DBC shall furnish the College with a 24-month guarantee on workmanship and materials, dating from time of acceptance of the project and shall make good any defects with may occur during that period. If any special guarantees in excess of 24-months are specified by the manufacturer, these guarantees shall take precedence over the 24-month guarantee. Upon completion of work, and before final payment, the DBC shall submit and obtain from each subcontractor, material supplier and equipment manufacturer general warranties.

The DBC shall use commercially reasonable efforts to schedule a joint inspection of the project. During such inspection, the DBC and a College representative shall walk the project to identify any necessary warranty work.

During the 24-month guarantee period, the DBC shall participate in warranty inspections and resolution of warranty issues as they arise, and manage and coordinate with the College's representative any testing, maintenance, and other specified post-substantial completion activities.

Q. DATE OF COMPLETION

The work and services under this Contract shall be scheduled for the time period necessary to permit completion and successful final inspection (occupancy) within nine (9) months of the Construction Phase Notice to Proceed for the Project or April 2027 whichever occurs earlier.

R. SEPARATE CONTRACTS

Without invalidating the relationships with the DBC, the College reserves the right to let other contracts in connection with the project, the work under which shall proceed simultaneously with the execution of the DBC work. The DBC shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the DBC shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the DBC from carrying out his work according to the plans and specifications, the DBC shall immediately notify the College upon discovering such conditions.

END OF SECTION 400, ARTICLE 3B, SCOPE OF WORK

SECTION 500

GENERAL CONDITIONS AND OTHER DOCUMENTS

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION *(AIA DOCUMENT A201, MOST RECENT EDITION, modified)*

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILD CONTRACTOR WHERE THE CONSTRUCTION MANAGER IS ALSO THE CONSTRUCTOR

NOTE: Contract Documents Used Will Be As Follows:

AIA DOCUMENT A121/CMc AND AGC DOCUMENT 565, MOST RECENT EDITION, modified

Other forms requiring signature of successful Design-Build Contractor are included in Section 700 Other Attachments

1. Contract Affidavit
2. Performance Bond
3. Payment Bond
4. Standard Form of Construction Contract
5. AIA Contract

Section 500

GENERAL CONDITIONS SUPPLEMENT

GENERAL CONDITIONS ITEMS TO BE HANDLED BY THE DESIGN-BUILD CONTRACTOR ON A REIMBURSABLE BASIS PER THE GENERAL CONDITIONS ALLOWANCE AND ARE TO INCLUDE BUT ARE NOT NECESSARILY LIMITED TO:

A. MOBILIZATION

Move on site and establish appropriate field offices.

B. TEMPORARY FACILITIES (AS NEEDED)

- 1.) Provide Field office trailer(s).
- 2.) Provide Field office furniture, to include a conference table for progress meetings.
- 3.) Provide Field office telephones.
- 4.) Provide Field office electrical power connections.
- 5.) Include temporary sanitary facilities costs.

Note: Temporary heat and electric, if applicable, are to be part of the Mechanical and Electrical Contractors respectively; however, if there are temporary heat and/or electrical needs prior to the award of the mechanical and electrical contracts, such costs are to be handled by the DBC under the General Conditions - Non-personnel allowance. Construction phase utilities consumption is the responsibility of the DBC.

C. TOOLS/EQUIPMENT

- 1.) Provide small power/hand tools and equipment as may be required by the DBC's field staff only.
- 2.) Establish and maintain an appropriate shipping/receiving system.
- 3.) Provide miscellaneous materials.

D. PLANS/SURVEY'S/PERMITS/TESTING

- 1.) Provide reproduction of Construction Documents during construction phase.
- 2.) Provide surveyors services (Site surveys, Layout, etc.) if required.
- 3.) Acquire required permits.
- 4.) Provide required third-party inspection/testing services (Soils, Concrete, Steel, etc.) under the established allowance of \$150,126 which is to be included in the DBC's quoted NTE for General Conditions Non-personnel costs; see RFP Section 400 for further details.

E. SAFETY/CLEAN-UP

- 1.) Establish and maintain an on-site safety program throughout construction phases.

- 2.) Install and maintain temporary facilities as required: safety barricades, partitions, ladders, stairs, site fencing, signage, and traffic control devices.
- 3.) Provide daily site clean-up, trash collection, and removal.
- 4.) Provide and maintain site security throughout project construction phases. The DBC is not required to provide a security guard but rather to provide standard site security for the project.

F. GENERAL

- 1.) Provide temporary Weather and Dust protection (That which must practically remain outside of sub-contracts) as may be required during construction phases.
- 2.) Provide progress photos throughout project construction phases; once a month is the minimum, and as may be required to document special conditions.
- 3.) Provide field office computers for project tracking purposes to be used with DBC software (Accounting, tracking, scheduling, word processing).
- 4.) Provide appropriate office-type equipment (copying machine, fax machine, etc.) for field office use.
- 5.) Provide field personnel pagers, two-way radios, etc., throughout construction phases, as applicable.
- 6.) Include travel expenses for field personnel related to off-site equipment/materials surveys and inspections.

G. PROJECT FIELD STAFFING

- 1.) Field staffing needs shall be provided by the DBC on a reimbursable basis per the RFP documents which is limited to the specific staff positions listed therein. Allowable costs will be at the quoted hourly, billing rate per the DBC's contract.
- 2.) Provide field support staff as may be required throughout construction phases (i.e., laborers, carpenters, etc.).

H. INSURANCE/BOND

- 1.) Provide 100% Performance & Payment Bonds
- 2.) Provide liability insurance in accordance with this RFP.
- 3.) Provide a builder's risk insurance policy in the amount of the GMP in accordance with this RFP.

I. CLOSE-OUT/DE-MOBILIZATION

- 1.) Provide final site/facility clean-up.
- 2.) Provide final release of liens for all contracts.
- 3.) Provide as-built set drawings to the College for use in record drawing preparation.
- 4.) Turn over one copy of project files and records for College archives.

END OF SECTION 500

SECTION 600

TERMS AND CONDITIONS

ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for (90) days or as otherwise specified in the RFP document. At the end of the (90) days, the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

ADDENDA The College reserves the right to amend or add to this RFP at any time prior to the RFP due date. If it becomes necessary to change or add to any part of this RFP, the Director of Purchasing & Auxiliary Services will furnish an addendum to all prospective Offerors by posting the addendum on the solicitation web page at: <https://www.worwic.edu/About-Wor-Wic/Purchasing>. All addenda will be identified as such and will be posted at least 48 hours prior to the proposal due date. It is the sole responsibility of any prospective Offeror to monitor the web page to ensure receipt of all addenda, which shall be indicated on the acknowledgement of addenda form.

ADDITIONAL ORDERS Unless it is specifically stated to the contrary in the proposal response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.

APPLICABLE LAW The contract shall be construed and interpreted according to Maryland law, with venue and jurisdiction in Wicomico County, Maryland.

ASSURANCE OF NON-CONVICTION OF BRIBERY The Offeror hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.

AUDIT Offeror shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Offeror and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each proposal and be made payable to Wor-Wic Community College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the proposal, it shall be deemed unresponsive, unless the Director of Purchasing and Auxiliary Services deems the failure to be non-substantial. Such bid bonds or checks will be returned, upon request, to all except the three (3) lowest Offerors after the opening of price proposals, and the remaining checks or bid bonds will be returned, upon request, to all but successful Offeror(s) after award of contract. If a performance bond is required, the successful Offeror must submit an acceptable performance bond in the designated amount of the solicitation award, prior to award of contract. All bid bonds will be returned, upon request, to the successful Offeror after receipt of the performance bond.

BILLING AND PAYMENT Each invoice shall reference Wor-Wic Community College's purchase order number. All invoices will be paid within (30) days unless otherwise specified in the RFP document or unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

BRAND NAMES Brand name materials used in these specifications are known and acceptable. Proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Offeror and proof must be provided to the College's satisfaction.

CARE OF PREMISES Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense.

CANCELLATION Wor-Wic Community College reserves the right to cancel this solicitation or to reject all offers received, if the College's Director of Purchasing and Auxiliary Services, in accordance with procedures approved by the College's Board of Trustees, determines that it is fiscally advantageous or in the best interest of the College to cancel the RFP.

COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 The Offeror warrants that both the Offeror and/or any subcontractor of the Offeror do not and shall not hire, recruit or refer for a fee, for employment under this Agreement or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. The Offeror agrees to indemnify and save the College, its trustees, and/or employees harmless from any loss, costs, damages or other expenses suffered or incurred by the College, its trustees and/or employees by reason of the Offeror's or any subcontractor of the Offeror's noncompliance with "IRCA." The Offeror agrees to defend the College, its trustees and/or employees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of or alleging noncompliance of the Offeror with "IRCA". The Offeror recognizes that it is the Offeror's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

COMPLIANCE WITH LAWS Offeror agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.

COMPLIANCE WITH WOR-WIC COMMUNITY COLLEGE POLICIES While on the College's campus, Offeror agrees to comply with all applicable Wor-Wic Community College policies and procedures in effect as of the date of this agreement and as they may be amended from time to time during the term of this contract.

CONFLICT OF INTEREST As a condition of award of this contract, the vendor represents and warrants that no employee, officer or agent of the college has or would have a conflict of interest associated with the selection, award, or administration of this or any contract between the college and the vendor. Such a conflict of interest would arise if an employee, officer or agent, or any member of his or her immediate family, his or her partner, or any entity, organization, or individual which employs or intends to employ any of the aforementioned individuals indicated herein, has a financial or other interest in or has or will receive a personal benefit from the vendor herein.

CONTINGENT FEES Offeror hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Offeror, to solicit or secure a 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 fee or any other consideration contingent on the making of a contract as a result of this solicitation.

CONTRACT AMENDMENTS The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Wor-Wic Community College before the supplier performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Purchasing Office.

CONTRACT DEADLINES The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.

CONTRACT DOCUMENTS The general conditions of this RFP, the Contractor's proposal, and the signed Agreement/Purchase Order form the contract. The documents shall have the following order of precedence: this RFP, the Agreement/PO, the Contractor's proposal.

CONTRACT TERMINATION The contract may be terminated for any of the following reasons: failure of the Contractor to meet the mandatory requirements as described in this solicitation; failure of the Contractor to meet required deadlines; failure of the Contractor to resolve problems in a timely manner; or lack of College funding.

CONTRACTORS This RFP is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

COOPERATIVE PURCHASE The College reserve the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from a solicitation to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The College assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

DELIVERY AND PACKING Prices shall be FOB Destination freight prepaid to the delivery designated. Contractor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense. All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful Offeror to the designated location as indicated on the Wor-Wic Community College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

DELIVERY OF PROPOSALS Sealed proposals must be received in the Purchasing Office by the date and time specified in the RFP in order to be considered. NO LATE PROPOSALS WILL BE ACCEPTED. Late proposals will be returned to the Offeror unopened. Proposals submitted by mail must be addressed to the Purchasing Office, BH-108D, Wor-Wic Community College, 32000 Campus Dr., Salisbury, Maryland 21804, and clearly marked to indicate the bid title and opening date. Hand delivered proposals will be accepted only at the Purchasing Office, BH-108D, Wor-Wic Community College, 32000 Campus Dr., Salisbury, Maryland 21804.

ERRORS IN PROPOSALS Offerors are assumed to be informed regarding conditions, requirements, and specifications prior to submitting proposals. Failure to do so will be at the Offeror's risk. Proposals already submitted may be withdrawn without penalty prior to proposal opening date. Errors discovered after proposal opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Offeror must be evident on the face of the proposal.

FAILURE TO DELIVER If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

FINANCIAL DISCLOSURE The Contractor shall comply with the provisions of §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 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.

FORCE MAJEURE The performance of this agreement by either party is subject to actions of God, government authority, disaster, epidemic or other emergencies, fire, or riot, any of which make it illegal or impossible to provide the goods, facilities and/or services to be provided by a party under this contract. If one or more such circumstances occur, then performance under this agreement may be delayed or terminated for any one of more of such reasons by written noticed form one party to the other, in which case, neither party shall have any liability to the other, including any direct, consequential, compensatory, special, incidental, liquidated or other damages of any nature whatsoever, by reason of such delay or termination.

HAZARDOUS AND TOXIC SUBSTANCES Offeror must comply with all applicable Federal, State, and County laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Offeror shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

INDEMNIFICATION The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement. Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its

own expense. The College will not indemnify the Contractor. This indemnification provision shall survive the termination or completion of this agreement.

INSPECTION OF PREMISES If a site visit is recommended or required, each Offeror is responsible for visiting the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful Offeror, at a later date for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

INSURANCE If a contract results from this bid, the Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by the Contractor.

MARYLAND PUBLIC INFORMATION ACT Offeror recognizes that the College is subject to the Maryland Public Information Act, Title 10, Subtitle 6 of the State Government Article of the Annotated Code of Maryland. Offeror agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act. Offerors are advised that, upon request for this information from a third party, the College will be required to make an independent determination whether the information will be disclosed.

NON-ASSIGNMENT AND SUBCONTRACTING Offeror shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Offeror with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between Offeror and its personnel.

NON-COLLUSION Offeror certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Offeror also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Offeror or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

NON-DISCRIMINATION 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 disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw 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.

NON-HIRING OF EMPLOYEES No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, during the pendency and term of this contract and while an employee, become or be an employee of the contractor or any entity that is a subcontractor on this contract.

NON-VISUAL ACCESS The Offeror warrants that the information technology offered under this solicitation (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of this condition, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

NOTICE TO CURE The College reserves the right to cancel the contract if the Contractor's performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

PATENTS Offeror guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Offeror will at his/her own expense, indemnify, protect and save harmless the College, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

PERFORMANCE ACCEPTANCE PERIOD The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractors proposal. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

PREPARATION OF PROPOSAL Proposals submitted must be hand signed by an authorized agent of the company submitting the proposal. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. An Offeror may attach a letter of explanation to the proposal for clarification. Offerors will be required, if requested by Wor-Wic Community College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Offeror's place of business prior to award of contract to determine Offeror responsibility.

PROPOSAL INSTRUMENTS Proposal instruments include the RFP, addenda, terms and conditions, contract terms, and specifications. Proposals should be prepared simply and economically, and should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The Offeror will bear any and all costs incurred in the preparation and submission of proposals.

POLITICAL CONTRIBUTION DISCLOSURE The Contractor shall comply with §§14-101-14-108, of the Election Law Article 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 in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

PRODUCT TESTING DURING TERM OF CONTRACT Goods delivered under any contract resulting from this RFP may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

PUBLICITY The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the College without the express written approval of the College's Public Relations & Marketing Office obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the College on its routine client list for matters of references.

RECORD RETENTION If awarded a contract, Contractor shall maintain books and records relating to the subject matter of this agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this agreement.

REFERENCES Offeror must provide at least three references from former or current clients who can confirm the Offeror's experience with projects that are similar in size or scope. All reference information must include the company's name and address and the contact's name and telephone number. The references provided must be able to confirm, without reservation, the Offeror's ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND Pursuant to §7-202 et. seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

REJECTIONS AND CANCELLATIONS Wor-Wic Community College reserves the right to accept or reject any or all proposals in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the proposal of any Offeror who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this RFP. The College may cancel this solicitation in whole or in part, at its sole discretion.

RIGHT TO STOP WORK If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this RFP and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-solicit this contract if it is decided that performance is not within the specifications as set out.

SAMPLES AND CATALOG CUTS If samples are required, Offeror shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Purchasing Office, Bid Title____" and each sample shall be tagged or marked. Failure of the Offeror to clearly identify samples as indicated may result in rejection of the proposal. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

SIGNATURE Each proposal must show the full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the RFP and contract, will be mailed or delivered to the address shown on the proposal. **NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.**

SPECIFICATIONS AND SCOPE OF WORK The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Offeror to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

SUBCONTRACTORS Offerors must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to reject. Subcontractors shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by the College. If a subcontractor is determined to be unacceptable by the College, the firm shall substitute an acceptable subcontractor with no change in any Contract unit prices or overall Contract sum. If a firm fails, within a timely manner, to propose another subcontractor to whom the College has no objection, the College reserves the right to reject the proposal. The firm will use only those subcontractors approved by the College. All subcontractors shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor, as if they were the Contractor referred to herein. The Contractor is responsible for the Contract performance, whether or not subcontractors are used.

TAXES The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Offeror shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes. For construction projects: in accordance with COMAR 03.06.01.22c(2)(b), the tax exemption certificate of otherwise exempt governmental entities may not be used for the purchase of materials to be incorporated into the real property on College construction projects.

TERMINATION BASED ON LACK OF FUNDING Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Wor-Wic Community College. Insufficient funds shall be grounds for immediate termination of the contract.

TERMINATION OF CONTRACT The College reserves the right to cancel the Contract awarded to the Contractor if, in the College's judgment, performance under the Contract is unsatisfactory. It is understood, however, that if at any time during the term of the Contract, performance there under is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within fifteen (15) calendar days from the receipt of such notification. If such corrections are not made within the specified period, the College may terminate the Contract at that time.

TERMINATION FOR DEFAULT If an award results from this RFP, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

TERMINATION FOR THE CONVENIENCE OF THE COLLEGE The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Wor-Wic Community College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President or his designee. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. The Contractor shall not be reimbursed for anticipatory profits. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

USE OF CONTRACT BY OTHER PUBLIC ENTITIES While this solicitation is prepared on behalf of Wor-Wic Community College, it is intended to apply to other Maryland educational institutions and public agencies in the State of Maryland. Unless the Offeror takes an exception, the resulting awarded items, terms and conditions will be available to other State and local public entities. Should a price adjustment be necessary

to include any other public entity, the Offeror must so note on the Contractor Information Form. Purchase requests and funding from other agencies will be the responsibility of those agencies.

WARRANTY Offeror expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Offeror further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Offeror's sole expense.

WITHDRAWAL OF BIDS A proposal shall be withdrawn by written or fax request, confirmed immediately in writing, provided that such requests are received prior to the time of opening proposals. The College shall not be held responsible for the timely receipt of any requests for withdrawal, and the Offeror is cautioned to transmit any such request in ample time for delivery before the proposal opening hour and date. No proposal received can be withdrawn by any Offeror after the opening, as no claim for release due to mistakes or omissions in the proposal shall be considered. Each Offeror shall be held strictly responsible for its proposal.

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

ACCEPTANCE AND FINAL PAYMENT Upon receipt of notice from the Contractor that the work is ready for final inspection and acceptance, the College shall promptly make such final inspection. When the College representative finds the work fully acceptable under the Agreement and the Agreement fully performed, the College representative shall sign-off on the final invoice indicating that the work provided for in this Agreement has been completed and is acceptable under the terms and conditions thereof and that the entire balance on the final invoice is authorized for payment. Before issuance of a final invoice, the Contractor shall submit such evidence to the College as the College deems necessary to ensure that all payrolls, material bills and other indebtedness connected with the work have been paid. Final payment shall be made within ten (10) calendar days after the Finance Office receives signature and authorization for final payment from the College representative that this work has been fully completed and the Agreement fully performed. Acceptance by the Contractor of final payment shall be and shall operate as release to the College from all claims and all liability to the Contractor. Neither the acceptance by the College or any representative of the College nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the College, shall operate as a waiver of any portion of the Agreement or of any power reserved to the College or any right to recover damage. The waiver of any breach of the Agreement shall not be held to be waiver of any other subsequent breach.

BID BOND Each bid must be accompanied by a bid bond from a licensed surety company acceptable to the College, properly executed in favor of the College for not less than ten percent of the amount of the base bid. Bid bonds will be returned, upon request, to all except the three lowest bidders within three days after bid opening. The bid bonds of the three lowest bidders, with the exception of the awardee, will be returned, upon request, within 48 hours after contract execution.

CONTRACTOR IDENTIFICATION Contractor's employees working on College property are required to sign in every day at the maintenance building immediately upon arrival. They will be issued a contractor's badge that they are required to wear while on campus.

GENERAL CONDITIONS Unless otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery, transportation, and services necessary for proper execution and completion of the work as required by contract documents. The proper execution and completion of such work shall include any necessary restoration of disturbed areas affected by the construction under the contract documents. Contractor shall at all times enforce strict discipline and good order among employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned. The College reserves the right to request the removal of any construction personnel at any time.

INSURANCE The purchase of insurance does not relieve the Contractor of any obligations assumed under this Agreement. Failure to maintain insurance shall be viewed as a material breach of the Agreement. Contractor shall maintain in force at all times during the term of this Agreement, with an insurance carrier licensed to do business in the State of Maryland acceptable to the College. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to property or person used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the contract, provide the following commercial insurance coverage:

Statutory Worker's Compensation and Employer's Liability Insurance under the State of Maryland statutory requirements, to protect the Contractor from any liability or damages of any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the state of Maryland, or which may be hereinafter enacted.

Commercial General Liability Insurance to protect the Contractor, its subcontractors, and the interest of the College against any and all injuries to third parties, including bodily injury, personal injury and property damage, resulting from any action or operation under the Agreement or in connection with the contract work. The General Liability Insurance shall provide combined single limits of \$1,000,000 per occurrence, naming the College as an Additional Insured and it shall be stated on the insurance certificate with the provision that this coverage is primary to all other coverage the College may possess. The policy shall contain, but not be limited to, the following coverage endorsements:

Contractual Liability, including Subcontractors;

Personal and Advertising Injury;

Products and Completed Operations - Products and Completed Operations insurance shall be maintained for a minimum period of two years after final payment, and Offeror shall continue to provide evidence of such coverage to owner on an annual basis during the aforementioned period; and

Explosion, Collapse, and Underground Hazards (XCU) - required if such exposure exists due to the nature of the project.

Automobile Liability Insurance with limits of liability of at least \$1,000,000 combined single limit per occurrence. Coverage shall include Owned, Non-owned, and Hired Automobile endorsements covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, mobile equipment used by the Contractor in connection with the Agreement work will be insured under either a Standard Automobile Liability Policy or a Comprehensive General Liability Policy including coverage for hired and non-owned vehicles.

Builder's Risk Insurance, if applicable, with a limit of coverage equal to the construction cost on a replacement cost basis and written on an all-risk policy form. Insurance shall be maintained until the entire project is accepted by the College. The Builder's Risk Policy shall include

the College and all subcontractors as an Additional Insured.

IF ANY ARCHITECTURAL, ENGINEERING, DESIGN, INSPECTION OR PLANNING SERVICES ARE RENDERED, INCLUDING APPROVAL OF SUCH ACTIVITIES OF OTHERS, **Professional Liability/Errors and Omissions** coverage is also required with limits of at least \$1,000,000. Contractor shall continue to maintain such insurance, covering incidents occurring or claims made, for a period of three (3) years after substantial completion of the project.

The Contractor agrees to provide insurance issued by companies admitted within the State of Maryland with the Best's Key Rating of at least A-. Exceptions must be requested in advance and pre-approved by the College. The successful Contractor will provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the College, before any work is started. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the College on demand. No change, cancellation, or non-renewals shall be made in any insurance coverage without a thirty (30) day written notice to the Purchasing Office, Wor-Wic Community College. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Purchasing Office, Wor-Wic Community College. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the contract term, the College shall have the absolute right to terminate the Agreement without any further obligation to the Contractor, and the Contractor shall be liable to the College for the entire additional cost of procuring the uncompleted portion of the Agreement at the time of termination. Compliance of the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of the liabilities and obligations under this heading or under any other section of provision of the contract. Contractual and other liability insurance provided under this Agreement shall not contain a supervision, inspection, or engineering services exclusion that would preclude the College from supervision and/or inspecting the project as to the end result. The Contractor shall assure that all subcontractors performing services in accordance with this document carry identical coverage as shown above, either individually or as an additional insured on the policies of the Contractor. Exceptions may be made only with the approval of the College. Contractor agrees to indemnify the College for any workers' compensation claims asserted by employees of subcontractors who do not carry workers' compensation insurance.

LIMITS OF WORK / USE OF SITE Contractor shall confine operations at the site to the area indicated in the contract documents and shall not unreasonably encumber site or off-site work areas with materials or equipment. Coordination and cooperation with the College shall be mandatory. It shall be the sole discretion of the College whether the Contractor's use of the site is interfering with operations, including Contractor's noise. Should the College determine interference, the Contractor shall be required to revise operation.

LIQUIDATED DAMAGES Time is of the essence in the performance of this contract. Project must be completed according to project schedule. Liquidated damages will apply.

MARYLAND UNDERGROUND FACILITIES DAMAGE PREVENTION LAW Contractor shall coordinate and pay for all work required to comply with this law. Additionally, Contractor shall be responsible for all location of private utilities as required by the College.

MATERIAL SAFETY DATA SHEETS (MSDS): Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, MSDS for the products supplied or used as a result of this contract must be sent to: Wor-Wic Community College, Gregory Grey, Senior Director of Facilities, 32000 Campus Dr., Salisbury, MD 21804. MSDS must show the contract number under which the products were supplied or used. The successful contractor shall submit Material Safety Data Sheets on any item requested by the contract manager.

MINIMUM SAFETY REQUIREMENTS Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall comply, and shall secure compliance by its employees, agents, and lower tier subcontractors, with all applicable health and safety laws and regulations, including without limitation, Federal OSHA and equivalent OSHA state regulations, city and county ordinances and codes, uniform fire codes, DOT regulations, and owners facility rules and regulations. Contractor shall submit to owner, a copy of its Safety and Health Program for review and shall agree to make necessary changes in order to comply with specific facility rules and regulations if needed. Contractor shall effectively execute the program elements and maintain the job site in a safe and healthful matter. Contractor shall provide a safe and healthful environment for its employees and agents as well as the owners' representatives and agents. Contractor shall report to the owners any governmental inspections or inquiries at the job site. The reasons for the inspection and results of the inspection shall be shared with the owners as soon as possible and no later than the next business day. Oral notification is expected as well as a written report detailing the inspection. All injuries, illnesses, and work-related incidents should be reported to the owners immediately but no later than the next business day after the incident. Contractor shall fill out an Incident Report and submit to the College no later than 48 hours after the initial incident. By the fifth working day of each month, contractor shall prepare a Monthly Safety Summary detailing activities, events, and accident statistics. This report shall be submitted to the College. The College reserves the right to audit Contractor safety and health related records and statistical information at any time.

NON-DISRUPTION OF CAMPUS The Contractor understands that Wor-Wic Community College is an active college campus and that all work must be performed in a manner to minimize disruption of operations and classes. Buildings will be occupied by staff during the duration of the work outlined. Under no circumstances shall any driveway, access road, or walkway be blocked by the Contractor's vehicles to prohibit use of, or disruption to pedestrian or vehicular traffic to the buildings.

PERFORMANCE, LABOR AND MATERIALS BOND Performance and Labor & Materials bonds shall be required for contracts over \$7,500 or more. Within 10 days of award notification, the successful bidder shall deliver to the College: a performance Bond from a licensed bonding company in the amount of 100% of the contract price covering faithful performance of the contract for building construction, alteration or repair; and a Labor and Materials Payment Bond in the amount of 100% of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith. In the event that a Change Order is approved, Contractor shall be responsible for notifying the bonding company of such change and procuring the additional coverage for the Change. A letter from the bonding company stating its willingness to provide the bidder with performance and labor & material bonds shall be submitted with bid.

PERMITS AND FEES The Contractor shall apply for, secure and pay for all permits, governmental fees and licenses necessary for proper execution and completion of the work including use and occupancy permits, electrical, plumbing, and all other permits. The Contractor shall secure certificates of inspection, occupancy, etc. as may be required by the authorities having jurisdiction over the work. These shall be delivered to the College upon completion of the work.

PROJECT ORGANIZATION The Contractor shall appoint a project manager and identify the individual prior to commencing work. The project manager shall be responsible for coordination of all work covered by this period.

RECORDS FOR MATERIAL DISPOSAL Contractors responsible for removing construction/demolition waste or recyclable materials from College property shall submit copies of receipts or invoices to the College detailing the weight and volume of the materials disposed.

SUBCONTRACTORS The Contractor shall list on the Bid Form the name of all subcontractors proposed for the principal portions of the work, mechanical and electrical. Contractors agree that they will be fully responsible to the College for any acts and omissions of their subcontractors

and of persons directly or indirectly employed by them. Nothing contained in these contract documents shall create any contractual relationship between any subcontractor and the College. Prior to receiving each payment of a current estimate and final estimate, the Contractor shall certify in writing that payments have been made from proceeds of prior payments, and that timely payments will be made from proceeds of the current estimate and final estimate payment then due, to the subcontractors and suppliers in accordance with the contractual arrangements with them.

SUPERVISION The Contractor is required to maintain on site, at all times when work is in progress on this project, a qualified supervisor who represents the contractor and is responsible for the entire project.

TITLE TO EQUIPMENT In all instances, title to any equipment furnished or intended to be furnished, shall pass to the College on the date of acceptance.

UTILITIES The following will be made available to the Contractor by the College (if applicable): Electric and Water. Sanitary facilities shall be provided by the contractor. Construction workers shall not utilize college cafeteria or facilities, unless written permission is granted.

WORK SCHEDULE All contractors shall submit a tentative work schedule with their bid proposal. Within five (5) working days or at the College's discretion after contract award notification, the successful bidder shall attend a pre-construction conference. At the pre-construction conference, the successful bidder shall submit a detailed written schedule on "job plan". This job plan should provide all detailing of the work activities and time schedule for each activity prior to commencing work. All requests for outages (if applicable) shall be submitted in writing to the Senior Director of Facilities ten (10) days prior to the intended shutdown.

SECTION 700

TECHNICAL PROPOSAL REQUIRED FORMS

These Required Forms are also available separately as a Microsoft Word document for completion.

Any changes to the Forms will result in the Proposer being determined non-responsive and not eligible for contract award.

KEY PERSONNEL FORM

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

We confirm this person is available the Oral Presentation dates _Yes ___No, if No, then explain

2. **POSITION TO BE ASSIGNED:**

_____PROJECT EXECUTIVE _____FIELD SUPERINTENDENT

_____PROJECT MANAGER _____CHIEF ESTIMATOR

3. **DESIGN BUILD SERVICES TO BE HANDLED BY THIS PERSON: (Check all that apply)**

3.1 **PRE-CONSTRUCTION/DESIGN PHASE SERVICES:**

_____Project/Design Review _____CPM Schedule

_____GMP Preparation _____Value Engineering

_____Overall Management _____Cost Model/Estimates

_____Constructability Review/Recommendations

3.2 **CONSTRUCTION PHASE SERVICES:**

_____CPM Schedule

_____Trade Contract Awards

_____Trade Contract Mgt.

_____Conduct Progress Meetings

_____Conduct Owner Meetings

_____RFIs

_____Substitution Requests

_____Project Photos

_____Change Orders

_____Cost Control

_____Project Safety

_____QA/Inspections

_____Shop Drawings/Submittals

_____Monthly Report

_____Project Site Documents

_____Contract Close Out

_____Claims Avoid/Resolve

_____Overall DBC Team Management

_____Other: _____

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

4. **TIME COMMITMENT:**

ANTICIPATED NUMBER OF HOURS

4.1 **PRE-CONSTRUCTION/DESIGN PHASE:** _____%

4.2 **CONSTRUCTION PHASE:** _____%

5. **OTHER PROJECTS:** To which this person will be assigned during same time period as the schedule of College Project:

Project Name & Geographic Location	Role	% Time	Anticipated Completion Date of Person's Assignment
------------------------------------	------	--------	--

6. **EDUCATIONAL BACKGROUND:**

Institution	Degree/Diploma/	Major (if any) Certificates	Date of Degree
-------------	-----------------	-----------------------------	----------------

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

7.1 CURRENT EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD

DURATION BY DATE

7.2 PRIOR EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD

DURATION BY DATE

7.3 PRIOR EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD

DURATION BY DATE

8. **PROJECT REFERENCES:** *Note: These references are to be from the project experience provided as an attachment to this Key Personnel Form. As indicated in the RFP document, such references are to be **project references not employment references**; that is, the College is interested in speaking to a Project Owner (preferably) or the A/E regarding the person's performance on a particular project.*

8.1 CONTACT PERSON: _____ TELEPHONE #: _____
COMPANY NAME: _____ EMAIL: _____
DESCRIPTION OF CONTRACT/PROJECT: _____

8.2 CONTACT PERSON: _____ TELEPHONE #: _____
COMPANY NAME: _____ EMAIL: _____
DESCRIPTION OF CONTRACT/PROJECT: _____

8.3 CONTACT PERSON: _____ TELEPHONE #: _____
COMPANY NAME: _____ EMAIL: _____
DESCRIPTION OF CONTRACT/PROJECT: _____

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

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

SIMILAR PROJECT/CONTRACT EXPERIENCE:

Complete the KEY PERSONNEL FORM FOR SIMILAR PROJECTS for each of the submitted key people: Project Executive, Project Manager, Field Superintendent, and Chief Estimator. **A minimum of four (4) projects are to be listed for each key person.** If the space provided is insufficient, attach additional pages to this form as appropriate and indicate on the form to see attached pages.

KEY PERSONNEL FOR SIMILAR PROJECTS

SIMILAR PROJECT/CONTRACT EXPERIENCE

PERSON'S NAME: _____ PROPOSING FIRM: _____

ROLE TO BE ASSIGNED: _____ PROJECT EXECUTIVE _____ FIELD SUPERINTENDENT
_____ PROJECT MANAGER _____ CHIEF ESTIMATOR

PROJECT NAME & CONTRACT METHOD (GC, CM, OR D/B)	PROJECT DESCRIPTION (Type of project, type of facilities/use, higher education/tight setting, new, academic/teaching/gross square feet)	PERSON'S ROLE ON THIS PROJECT (i.e., Project construction manager, etc.) DURATION OF PERSON ON JOB	\$ VALUE OF PROJECT	COMPLETION DATES (MM/YY- MM/YY)	NAME OF PRIME CONTRACTOR & A/E ON THE JOB
--	--	--	------------------------	---------------------------------------	---

NOTE: A **minimum** of four (4) projects are to be listed for each key supervisory person as requested in the RFP documents. Duplicate this form as needed.

OTHER KEY DBC PERSONNEL FORM

Proposer: _____

Position	Name	Duties	# of Yrs. w/ Proposer	# of Yrs. In Const. Field	# of Yrs. In Assigned Role
Project Engineer (s) A/S/C					
Project Engineer (s) M/E/P					
Close-Out Engineer (<i>Per RFP, cannot be individual who has been with project during construction.</i>)					
Test Engineer					
Assistant Field Superintendent					
Assistant Project Manager:					
Traffic Consultant:					
Other:					
Other:					

BASIS FOR SELECTION TO PROPOSED DESIGN-BUILD TEAM

PROPOSER: _____

Page 1 of 2

Person	Position	Basis for Selection <i>(i.e., why selected, factors considered, proj. exp., etc.)</i>
	Project Executive	
	Project Manager	
	Field Superintendent	
	Chief Estimator	
	Project Engineer (A/S/C)	
	Project Engineer (M/E/P)	
	Assistant Project Manager	
	Assistant Field Superintendent	

BASIS FOR SELECTION TO PROPOSED DESIGN-BUILD TEAM

PROPOSER: _____

	Other:	
	Other:	
	Other:	
	Other:	

ANTICIPATED NUMBER OF HOURS FOR ON-SITE STAFF

PROPOSER: _____

Provide anticipated number of hours for the on-site staff. Per the RFP, only these positions listed below will be considered by the College to be staff reimbursable positions.

Position	Anticipated Total Hours
Project Manager	_____
Assistant Project Manager	_____
Field Superintendent	_____
Project Engineer (A/S/C)	_____
Project Engineer (M/E/P)	_____
Field Secretary/Clerk	_____
Clerk/Document Control Person	_____
Coordinated Drawing Engineer	_____
Field Accountant	_____
Project Close Out Engineer	_____
Assistant Superintendent	_____
Foreman	_____
Laborer	_____
Total Hours:	_____

WORKING RELATIONSHIPS OF DESIGN-BUILD KEY PERSONNEL FORM

PROPOSER: _____

Project Information */**	Proj. Exec.	Proj. Mgr.	Field Supt.	Proj. Eng. ***	Estimator	Other: _____

*Minimum of 4 projects to be listed

**Project information to include project name, \$ value, type of facility, setting & year completed

***Project Engineer under consideration (may be 1 or more) for construction phase in future

DESIGN-BUILD CONTRACTOR EXPERIENCE FORM

PROPOSER: _____

PROJECT NAME: _____

ADDRESS: _____

PROJECT OWNER'S NAME: _____

ADDRESS: _____

OWNER'S CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EMAIL : _____

PROJECT START DATE: _____

PROJECT COMPLETION DATE: _____

SUBSTANTIAL COMPLETION DATE: _____

OCCUPANCY DATE: _____

SETTING:

_____ FULLY OCCUPIED _____ UNOCCUPIED _____ PARTIALLY OCCUPIED

_____ HIGHER EDUCATION _____ MIXED USE INCLUSIVE OF PARKING FACILITY

_____ OTHER: _____

ARCHITECT'S NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

PROJECT EXECUTIVE: _____

PROJECT MANAGER: _____

FIELD SUPERINTENDENT: _____

CHIEF ESTIMATOR: _____

CONSTRUCTION DOLLAR VOL. \$ _____

CHANGE ORDER DOLLAR VOL. \$ _____

TOTAL CONSTRUCTION \$ VOL: \$ _____

(BASE CONTRACT PLUS C/Os)

CONSTRUCTION METHOD ____ CM AT RISK ____ GC ____ DB ____

TOTAL GROSS SQUARE FOOTAGE: _____

TYPE OF PROJECT: _____ NEW CONSTRUCTION

_____ RENOVATION

_____ ADDITION WORK

TRADES INCLUDED: (check all that apply)

_____ Mechanical (HVAC) (name system type: _____) _____ Electrical _____ Carpentry
_____ Plumbing _____ Drywall _____ Acoustical _____ Flooring _____ Painting _____ Telecommunications
_____ Casework _____ Fire Protection _____ Masonry _____ Concrete _____ ATC _____ Carpeting _____ Audio/Video
_____ Window _____ Structural (Name type of structural system: _____)
_____ Computer Cabling _____ Other: _____ Site Work _____ Utilities

OVERALL DESCRIPTION OF THIS PROJECT (i.e., type of facility, use (classrooms, offices, etc) if includes garage, layout, number of levels, number of parking spaces, etc.)

TYPE OF CONSTRUCTION MANAGEMENT SERVICES PROVIDED: (Check all that apply)

Pre-construction/Design Phase: _____ Manage the design process _____ Value Engineering _____ Scheduling _____ Project Procedures
_____ Constructability Review _____ Cost Models/Estimates at _____ 100% Schematics,
_____ 100% Des. Dev. _____ 50% Construction Documents _____ Other Interval: _____
_____ Consultation during Design _____ Trade Contract Bidding

Construction Phase: _____ Cost Control _____ Project Schedule _____ Project Control Services
_____ Award and manage trade contracts _____ Project Safety
_____ Quality Assurance/Inspections _____ Change Order Review

_____ Shop Drawing/Submittal Review/Processing

_____ Project Site Docs

_____ Claims Avoidance/Resolution

_____ Contract Close Out

_____ Monthly Written Reports to Owner

_____ Manage the A/E

DESCRIBE THE SIMILARITIES OF THIS PROJECT:

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

TEAM MEMBER

POSITION HELD ON THIS PROJECT

ANNUAL SALES VOLUME/NUMBER OF PROJECTS

PROPOSER: _____

Year	Sales Volume	# of Projects Completed	Largest Project Size	Average Project Size	% CM at Risk	% CM Agent	% GC	% DB	% Other
2022	\$		\$	\$	%	%	%	%	%
2023	\$		\$	\$	%	%	%	%	%
2024	\$		\$	\$	%	%	%	%	%

Is the proposing firm the local office of a parent company? _____ Yes _____ No

If yes, please verify below that the above figures reflect the sales data for the local office who will manage this contract, not the parent company:

*NOTE: CM at Risk should be based on total contract value. CM Agent should be based on fees only as CM does not hold trade contracts.

DESIGN-BUILD CURRENT WORKLOAD

PROPOSER: _____

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

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

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

MINORITY BUSINESS PARTICIPATION

**WOR-WIC COMMUNITY COLLEGE
SALISBURY, MARYLAND**

PROPOSER: _____

I HEREBY REPRESENT THAT OUR/MY COMPANY: IS _____

IS NOT _____

A MINORITY BUSINESS FIRM AS INDICATED BELOW (check all that apply):

Black (not Hispanic) _____ Hispanic _____ Asian/Pacific Islander _____
American Indian/Alaska native _____ Disabled _____ Female _____

I HEREBY REPRESENT THAT OUR/MY FIRM IS _____ IS NOT _____
COMMITTED TO DEMONSTRATING A BEST POSSIBLE EFFORT TO ACHIEVE A
MINIMUM MBE PARTICIPATION LEVEL OF 29%.

I hereby certify that the above information is true and correct, to the best of my
knowledge and belief.

Firm Name

Signed

Date

Type or Print Name

Title

AFFIDAVIT OF ACCURACY FORM

The undersigned swears or affirms under the penalty of perjury and upon personal knowledge that the contacts of this Technical Proposal are true and correct.

Name of Company

Representative/Title
(Signature)

Address

Representative/Title
(Print/Type)

Telephone number

Date

CONTRACTOR INFORMATION FORM

The undersigned agrees to furnish and deliver the above goods and services in accordance with the specifications issued, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents.

(Printed name of Company)

Provide the name and title of the person with legal authority to sign on behalf of the Company. If the title of the individual is not "President" or "Vice President", provide verification of the signature authority with your submittal.

Name of Company Signatory (Printed): _____

Title of Company Signatory (Printed): _____

Please list any exceptions taken to any terms and conditions listed in the bid. Please note any exceptions taken that may affect the award of a contract or purchase order:

Please provide the following information:

Company Name:	_____	Corporation (y/n):	_____
Federal Tax Id:	_____	Years in Business:	_____
Street Address:	_____	City:	_____
	_____	State, Zip	_____

Office phone number:	_____	Email address:	_____
Cell phone number:	_____	Title:	_____
Contact Person:	_____		

Minority Contractor: ____ (yes) ____ (no)

If yes, please specify minority classification _____

Company name

Name

Title

Authorized signature and date

ACKNOWLEDGEMENT OF ADDENDA

We, _____ acknowledge receipt of the following addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

PLEASE SIGN BELOW TO ACKNOWLEDGE RECEIPT OF ADDENDUM AND RETURN WITH TECHNICAL PROPOSAL.

Company name

Name

Date

Authorized signature

CONFLICT OF INTEREST STATEMENT

The undersigned hereby affirms and attests that to the best of my knowledge, no trustee, employee, spouse, parent, child, brother or sister of the trustee or employee, own assets in this business, and of this date are also employed by Wor-Wic Community College.

Company: _____

Authorized signature: _____

Printed name: _____

Title: _____

Date: _____

ETHICS STATEMENT

In compliance with the Public Ethics Law contained in the Annotated Code of Maryland, Title 5 of the General Provisions Article, I hereby affirm that no employee of or representative for our company assisted the College in the drafting of specifications, requirements, statements of work, invitation for bids or request for proposals for this procurement, nor did any individual or company who assisted in such drafting assist or represent this company, directly or indirectly, in submitting a bid or proposal for this procurement.

Company: _____

Authorized signature: _____

Printed name: _____

Title: _____

Date: _____

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. 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.

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. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;

- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
- (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
- (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
- (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

(2) 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.

M. 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.

N. Repealed.

O. 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: _____ (Authorized Representative and Affiant)

NO BID RESPONSE FORM

Please be advised that our company does not wish to submit a proposal in response to the above-captioned Request for Proposals for the following reasons:

_____ Too busy at this time

_____ Not engaged in this type of work

_____ Project too large/small

_____ Cannot meet mandatory specifications (Please specify below)

_____ Other (Please specify)

COMPANY NAME

PRINTED NAME

TITLE

SIGNATURE

DATE

ADDRESS

Please email to acanada@worwic.edu. Thank you for your response.

SECTION 800

PRICE PROPOSAL FORMS

These Price Proposal Forms are also available separately as a Microsoft Word document for completion.

Any changes to the Forms will result in the Proposer being determined non-responsive and not eligible for contract award.

Price Proposal Forms should only be submitted to the College upon request when invited for Oral Presentations. Do not include Price Proposal Forms in Technical Proposals.

PRICE PROPOSAL FOR DESIGN-BUILD SERVICES
Maintenance Building Expansion
WOR-WIC COMMUNITY COLLEGE

NAME OF PROPOSER: _____

FID #: _____

DATE: _____

The undersigned, hereby submits a price proposal for the Design-Build Services for the Maintenance Building Expansion project. Submitted with this price proposal, the DBC agrees to be bound by the College's General Terms and Conditions, Supplemental Terms and Conditions for Construction, and comply with all insurance mandates. Having carefully examined the Request for Proposal for the above reference project, the associated documents and addenda, and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to complete the work for the following guaranteed maximum price:

1. PRE-CONSTRUCTION/DESIGN PHASE:

Total Pre-Construction Phase/Design Management Fee

(in words and figures)(\$ _____) (_____)

2. CONSTRUCTION FEE:

Total Construction Management Fee

(in words and figures) (\$ _____) (_____)

- 3. PART C: REIMBURSABLE ITEMS:** Each Proposer is to provide Not-to-exceed amounts for (i) General Conditions - On Site Staff Reimbursables, (ii) General Conditions Non-Personnel items per the RFP (bonds and insurance are to be quoted separately with the balance of the GC for Non-Personnel items to be a minimum of 4.5%) and (iii) DB-GMP Contingency for the Project and College contingency.

3.1 GENERAL CONDITIONS - ON SITE DESIGN-BUILD STAFF REIMBURSABLES ONLY FOR THE PROJECT

3.1.1. Total General Conditions-On Site D-B Staff Reimbursables

(In words and figures) (\$ _____) (_____)

3.2 GENERAL CONDITIONS FOR NON-PERSONNEL REIMBURSABLE COSTS as listed in the RFP document [inclusive of insurance (liability, worker's compensation and builder's risk) and 100% performance and payment bonds, General Conditions Non-personnel allowances as previously noted.

Note: Firm fixed prices for bonds and insurance are to be quoted. The remaining items under this non-personnel reimbursable allowance should be quoted as a lump sum not-to-exceed amount. The amount quoted for the remaining items cannot be less than 4.5% of the project construction costs.

For the Building Project:

3.2.1 Bonds:
(in words and figures) (\$ _____) (_____)

3.2.2 Insurance:
(in words and figures) (\$ _____) (_____)

3.2.3 Remaining items (cannot be less than 4.5% of the project construction costs):
(in words and figures) (\$ _____) (_____)

Total Non-Personnel Reimbursable: (sum of 3.2.1, 3.2.2, 3.2.3)

(in words and figures) (\$ _____) (_____)

3.3 College/Owner and D-B Contingencies: Quoted amount of this contingency for the Project at 5% (2.5% DBC and 2.5% College).

3.3.1 For the Building:
(in words and figures) (\$ _____) (_____)

TOTAL NOT-TO-EXCEED (NTE) Reimbursable Costs
(in words and figures) (\$ _____) (_____)

4. TOTAL DESIGN-BUILD PRICE PROPOSAL
(in words and figures) (\$ _____) (_____)

5. BILLABLE, HOURLY RATES FOR ON SITE STAFF: THE BILLABLE, HOURLY RATES TO BE QUOTED BY THE DBC:

Position	Hourly Rate
Project Manager	\$ _____
Assistant Project Manager	\$ _____
Field Superintendent	\$ _____
Project Engineer (A/S/C)	\$ _____
Project Engineer (M/E/P)	\$ _____
Field Secretary/Clerk	\$ _____
Clerk/Document Control Person	\$ _____
Close Out Engineer (cannot be done by person who has been assigned to other positions during construction)	\$ _____
Field Accountant	\$ _____

Assistant Superintendent \$ _____

Foreman \$ _____

Note: The billing rates for on-site staff positions for which prevailing wage rates apply are required to be listed herein and costs for such positions are to be included in the above based on the quoted billing rates; upon issuance of the prevailing wage rates, adjustments (if any), will be made accordingly with the successful D-B firm.

We understand that by submitting a proposal, we are agreeing that (i) the Project schedule will be met and (ii) the total hard construction cost for the Project as set forth in the Contract shall not exceed the amount of the Project Construction Budget. **We understand that any and all savings accrued during the Construction Phase of the Project are for the benefit of and shall revert to the College.** We confirm that our quoted, not-to-exceed (NTE) price for the On-Site Staff Reimbursables are based on the matrix of hours provided to the College, as a minimum.

We understand that for any or no reason the College, at its sole discretion, can decline to accept the Design-Build GMP for a trade package or group of trade packages and can decline to amend the contract to reflect these items and the applicable Construction Phase fee and thereupon, without penalty, the DBC agreement will terminate automatically according to its terms. We further understand that the approval by the Board of Trustees and/or Board Public Works for the amendment(s) to the Contract, if applicable, may be withheld at its sole discretion. If such approval is withheld, the Contract will terminate automatically according to its terms.

We understand that Prevailing Wages are to be paid during the construction phase and these wages will apply on entire Project. The DBC shall reference the DLLR Division of Labor and Industry's guidelines on making this determination. We understand that a Bid Bond is required with this Price Proposal. We understand that a 100% Performance & Payment Bond is required with the issuance of any Construction Contract Amendment to incorporate trade work into the Design-Build Contract.

We also understand that the Bid/Proposal Affidavit, MBE Participation, and proof of the Proposer's Contractor's license under Title 17, Subtitle 6, of the Business Regulation Article of the Annotated Code of Maryland provided with our Technical Proposal remain in force under this Price Proposal phase.

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

The offeror represents, and is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price.

I hereby represent and warrant by my signature below that I am authorized to submit a binding proposal on behalf of this company.

Company Name

Printed Name

Title

Authorized signature and date

Witnessed on this ____ day of _____, 2025

Signature of Witness

STAFF REIMBURSABLE BREAKDOWN

PROPOSER: _____

PLEASE NOTE THE FOLLOWING:

This attachment is to be included with the Proposer's Price Proposal. The estimated hours are to match, at a minimum, those provided for evaluation in the Technical Proposal.

If any of the positions noted below will not be filled by the Proposer, the Proposer is to note in the space provided what position will be handling the duties associated with the unfilled position.

Per the RFP, due to the size and nature of this project, it is expected that these positions will perform their responsibilities on site.

POSITION	ESTIMATED HOURS	TOTAL COST
Project Manager	_____	\$ _____
Assistant Project Mgr.	_____	\$ _____
Field Superintendent	_____	\$ _____
Project Engineer (A/S/C)	_____	\$ _____
Project Engineer (M/E/P)	_____	\$ _____
Field Secretary/Clerk	_____	\$ _____
Clerk/Document Control PERSONAL	_____	\$ _____
Close Out Engineer	_____	\$ _____
Field Accountant	_____	\$ _____
Assistant Superintendent	_____	\$ _____
Foreman	_____	\$ _____
Test Engineer	_____	\$ _____
Commissioning Agent	_____	\$ _____
Laborer	_____	\$ _____
TOTAL HOURS*:	_____	

*Must total or exceed the number of hours provided in technical proposal.

Signer's Initials: _____

NON-PERSONNEL GENERAL CONDITIONS BREAKDOWN

PROPOSER: _____

PLEASE NOTE THE FOLLOWING:

This attachment is to be included with the Proposer's Price Proposal.

This attachment is per the General Conditions Attachment of the RFP documents **excluding field staffing** as the breakdown for such staff reimbursables to be handled under a separate breakdown.

ITEM	ESTIMATED COST
Mobilization	\$ _____
Temporary Facilities	\$ _____
Tools/Equipment	\$ _____
Plans/surveys/permits/testing	\$ _____
Safety/Clean-up	\$ _____
General Items (<i>i.e., weather and Dust protection, photos, Field Office computers, office equipment, Pages, two way radios, and travel expenses for off site surveys and Inspections</i>)	\$ _____
Insurance/Bond	\$ _____
Close out/De-mobilization	\$ _____
Other:	
_____	\$ _____
_____	\$ _____
_____	\$ _____

Signer's Initials: _____

BID BOND

Bond No. _____

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

WHEREAS, the Principal has submitted a bid for _____.

NOW, THEREFORE, if the Principal, upon acceptance by the College of its bid identified above, within the period specified herein for acceptance (one hundred twenty (120) days, if no period is specified), shall execute such further contractual documents, if any, and give such bonds as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms, or in the event failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the College 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 of the time for acceptance of the bid that the Principal may grant to the College, notice of which extension 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	Individual Principal
..... 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)
..... as to	By: .....CORPORATE
Corporate Secretary	President SEAL

	(Surety)	AFFIX
Attest: (SEAL)	By: .....CORPORATE	SEAL
.....	Title:	
Signature		

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

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the 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 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 hereunder 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 extension 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 contained in this Performance Bond.

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

The Surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder 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.

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

In Presence of Witness	Co-Partnership Principal
	.....(SEAL)
	(Name of Co-Partnership)
..... as to	By: .....(SEAL)
..... as to	.....(SEAL)
..... as to	.....(SEAL)

	Corporate Principal
Attest:	(Name of Corporation)
..... as to	By: AFFIX
Corporate Secretary	President CORPORATE SEAL

	(Surety)
Attest: (SEAL)	By: AFFIX
Signature	..... CORPORATE SEAL
	Title:
Bonding Agent's Name:.....	.....
Agent's Address.....	(Business Address of Surety)

(Contractor shall fill in all blank spaces above this line)	Approved as to legal form and sufficiency
	this day of 20.....
	..... Attorney

PAYMENT BOND

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

KNOW ALL PERSONS 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 Obligor 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 only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed hereunder 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:

A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and sub-contractors in the prosecution of the work provided for 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.

The above named Principal and Surety hereby jointly and severally agree with the Obligor 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 judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligor 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 hereunder 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 of Surety heading below.

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

In Presence of Witness as to	Individual Principal (SEAL)
In Presence of Witness as to as to as to	Co-Partnership Principal (SEAL) (Name of Co-Partnership) By: .....(SEAL) .....(SEAL) .....(SEAL)
Attest: as to Corporate Secretary	Corporate Principal (Name of Corporation) By: .....(SEAL) President <div style="text-align: right; margin-top: -20px;"> AFFIX CORPORATE SEAL </div>
Attest: .....(SEAL) Signature Bonding Agent's Name:..... Agent's Address.....	.....(Surety) By: .....(SEAL) Title: (Business Address of Surety) <div style="text-align: right; margin-top: -20px;"> AFFIX CORPORATE SEAL </div>
(Contractor shall fill in all blank spaces above this line)	Approved as to legal form and sufficiency this day of 20..... <div style="text-align: right;"> Attorney </div>

STANDARD FORM OF CONSTRUCTION CONTRACT

This Standard Form of Construction Contract (SFCC) is made as of the _____ day of _____, 2025, by _____, Maryland, FID # _____ ("Contractor").

WITNESSETH:

1. The College has issued a procurement solicitation in connection with a certain project known as the Maintenance Building Expansion.

The Contractor has responded to that solicitation and has been awarded the contract to perform work in connection with that project.

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

The Contract consists of the following documents:

RFP # _____	dated _____	:
RFP Addendum # _____	dated _____	:
RFP Addendum # _____	dated _____	:
RFP Addendum # _____	dated _____	:
RFP Addendum # _____	dated _____	:
RFP Addendum # _____	dated _____	:
Technical Proposal of _____	dated _____	:
Price Proposal of _____	dated _____	:

All of which are collectively referred to as Contract Documents and incorporated into this SFCC as it is fully set forth.

The Contractor shall completely perform its obligations under the Contract in a timely manner.

The Contractor shall diligently prosecute the Work from and after the issuance of the Notice to Proceed and shall substantially complete the work not later than _____ (__) months for the completion of the project.

Total monetary compensation to the Contractor under the Contract is \$ _____.

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

(Witness)

Contractor

Date

Name and Title

(Witness)

College

Date

Name and Title