CM SOLICITATION TERMS AND CONDITIONS

1. The solicitation is governed by the White Rose Foundation (“WRF”), Inc. Procurement Policies and Procedures.
2. **DELIVERY OF PROPOSALS**: Proposals must be submitted in accordance with the Solicitation Schedule. LATE PROPOSALS CANNOT BE ACCEPTED. Proposals are to be delivered to the WRF's Procurement/Issuing Office as detailed in the Solicitation.
3. **LATE PROPOSALS:** Any proposal, request for withdrawal, or modification of a proposal including a Best and Final Offer (BAFO) that is not received at the designated location, time and date set forth herein will be considered late and shall not be considered. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of the Proposer. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late proposal, late request for withdrawal, late modification of a proposal or BAFO is due to the action or inaction of the WRF. A record of the late proposal, request for withdrawal, modification of a proposal or BAFO shall be made in the appropriate procurement file.
4. **MODIFICATIONS AND WITHDRAWAL OF PROPOSALS:** Withdrawal of, or modifications to, proposals are effective only if written notice thereof is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company.
5. **QUESTIONS AND INQUIRIES:** Should a proposer find discrepancies in the RFP documents, be in doubt as to the meaning or intent of any part thereof, he must, not later than seven (7) working days prior to the proposal due date, request clarification in writing from the Issuing Office. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the WRF. Requests shall include the RFP number and name. Questions and inquiries shall be in writing and directed to the individuals referenced with the Issuing Office above. The Issuing Office will be open from 8:00 a.m. to 5:00 p.m., weekdays.
6. **RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES:** The WRF reserves the right to reject either all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the WRF. For the same reason, the WRF reserves the right to waive any minor irregularity in a proposal.
7. **IRREVOCABILITY OF PROPOSALS:**

1. The fee proposal for the phase(s) of this Project that are incorporated in the Contract at initial award shall be irrevocable for 120 calendar days from the final fee proposal due date. This period may be extended by written mutual agreement between the Proposer and the WRF.

2. The fee proposal for the phase(s) of services that are not incorporated in the Contract shall remain irrevocable until approval by the WRF of the modification(s) to the Contract to incorporate these phase(s).

**H.** **LICENSES AND REGISTRATIONS:** Proposers must be licensed and registered as required by the Laws of the State of Maryland and shall submit proof of current licensing and/or registration, upon request.

**I.** **ECONOMY OF PREPARATION:**  Proposals should be prepared simply and economically, providing a straight forward, concise description of the Proposer's offer to meet the requirements of the solicitation. Refer to Section III of this Request for Proposal for information on submittal of the proposal.

**J. UNABLE TO PROPOSE:** If the A/E has expressed an interest in this RFP and is subsequently unable or unwilling to submit a proposal in response to the requirements, A/E must indicate such in writing to the Procurement Officer on or before the proposal due date. Hard copy, facsimile and electronic mail are acceptable. Please include a brief explanation of the rationale for non-submission of a proposal.

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

**L.** **PROCUREMENT FROM MARYLAND CORRECTIONAL ENTERPRISES:** Not applicable

**M. ARREARAGES**

1. By submitting a response to this solicitation, the proposer represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.
2. The proposer is also informed that the Comptroller (per State Finance and Procurement Article §7-222) may not, except under the conditions specified therein, issue a warrant for payment to a person if the person owes $50 or more to the State, a unit of the State government, or any governmental entity under the control of the State. Therefore, applications for payment submitted by a contractor and approved by the WRF for payment may not be processed by the Comptroller for payment to the contractor if an arrearage in excess of $50 exists.

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

1. By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds Registration Request Form, which may be found on the following website: <http://compnet.comp.state.md.us/gad/vendorinfo/eft/default.asp>

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

**O.** **PROPOSAL AFFIDAVIT:**  The Proposal Affidavit included with this solicitation must be executed by each responding Proposer and submitted with the Proposer's Technical Proposal.

**P. JOINT VENTURE PROPOSERS**

1. 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, the Proposer must identify the percentage partnership for each joint venture party and 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.

2. If the selected A/E is a joint venture firm, all joint venture parties will be held responsible for the Contract obligations jointly and severally. A copy of the Joint Venture Agreement must be provided to the Procurement Officer for the WRF’s contract files.

**Q. ACKNOWLEDGEMENT OF AMENDMENTS:**  Any amendments to the solicitation must be acknowledged by persons and entities known to have been issued or otherwise received the solicitation. Attachment K, Acknowledgement of Receipt of Amendments Form, is provided with this Request for Proposal, and shall be submitted with the Technical Proposal.

**R. INCURRED EXPENSES:** The WRF will not be responsible for any costs incurred by any Proposer, vendor, or firm in preparation and submittal of a proposal.

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

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

2. 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 Maryland State Ethics Commission: 9 State Circle, Suite 200, Annapolis, Maryland 21401, Phone 410-974-2608 or 877-669-6085.

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

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

**T. DISCUSSIONS:** The WRF may elect to engage in discussions with one or more Proposers on issues involving technical proposals submitted, at any time prior to selection of the candidate firm and commencement of fee negotiations with that firm.

**U. DEBRIEFING OF UNSUCCESSFUL PROPOSERS:** A debriefing of an unsuccessful Proposer will be conducted upon written request submitted to the Procurement Officer within 10 calendar days of the time at which the Proposer knew, or should have known, that its proposal was unsuccessful. The debriefing will be oral and will be limited to a discussion of the unsuccessful Proposer’s proposal only and will provide information on areas in which it was deemed weak of deficient. The debriefing may NOT include discussion of a competing proposal and may NOT include discussion regarding the thoughts, notes or ranking from any individual evaluation committee member. A summarization of the Procurement Officer’s rationale for the selection may be given.

**V. INSURANCE COVERAGE REQUIREMENTS**

1. Professional Liability Insurance: The A/E shall obtain professional liability insurance in the amount specified and shall maintain it from the date of the Contract and through ten (10) years after final acceptance of the Project by the WRF.

1.1 The firm recommended for appointment will be required to submit evidence of professional liability insurance coverage by submitting a photocopy of the complete insurance policy and a certificate/ memorandum of insurance in the amount of $1 Million per $10 Million of Project Value prior to execution of the Contract. Such liability insurance shall remain in effect through design, construction, and ten years after acceptance by the WRF of the completed Project.

1.2 Firms recommended for appointment that have entered into a joint venture agreement will be required to submit evidence of professional liability insurance of $1 Million per $10 Million of Project Value by submitting a photocopy of the complete insurance policy and certificate/memorandum of insurance in the name of the joint venture; or each party to the joint venture must submit a photocopy of the complete insurance which specifically endorses the joint venture coverage.

1.3 Evidence of the joint venture coverage by each of the parties to the joint venture agreement shall be submitted by attaching to the insurance policy or certificate/memorandum of insurance, a copy of the endorsement indicating that the firm has taken the proper action to add the joint venture coverage to the individual policy; or verification that the joint venture endorsement has been issued. The verification shall be included in the complete insurance policy submitted. Project Insurance will be considered.

2. General Liability Insurance: The A/E shall obtain general liability insurance in an amount not less than $\_\_\_\_\_\_\_\_\_\_\_, and shall maintain it from and after the date of the Contract and through two (2) years after final acceptance of the Project by the WRF. Such insurance shall include a contractual liability endorsement.

3. Workers’ Compensation Insurance: The A/E shall obtain Workers’ Compensation Insurance per statutory requirements.

4. As a condition to the Contract, the A/E shall deliver to the WRF, not later than the date of execution of the Contract, a certificate of insurance verifying compliance with the above insurance requirements. Such certificates/ memoranda shall also provide for notice to the WRF not later than thirty (30) days prior to the expiration or cancellation of the referenced policy.

5. Any and all insurance obtained and maintained by the A/E under this Contract shall indicate, in form satisfactory to the WRF that the WRF may make a claim against such insurance. Failure to do so shall be a material breach of the Contract.

6. In the event that the A/E terminates as a business entity, for any reason whatsoever, or in any manner whatsoever, the A/E shall obtain and provide for the maintenance of professional liability insurance, specifically covering the A/E's obligations performed or to be performed under this Contract, in the amount set forth herein for the remainder of the time set forth herein.

7. The amounts of insurance coverage specified in this agreement shall be the minimum amount of available insurance to satisfy claims. A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

**W. TERMINOLOGY**

1. References in this RFP to the Architect, Construction Manager, General Contractor, Proposer and any other person or persons made relative to the singular person, male gender (e.g. “he”, “him”, “his”, etc.) are intended only as generic terms relative to number and gender and are employed solely to simplify text and to conform to commonly used specification language.

**X. DEFINITIONS:** Defined below are some of the terms that may be used in this RFP:

A/E: *The architect/engineer*

Agreement: *The agreement between the WRF and the architect/ engineer*.

Architect of Record: *The firm that signs the contract with the owner.*

BIM: *Building Information Modeling*

Client: *White Rose Foundation, Inc.*

Construction Manager or CM: *The firm hired by the WRF to provide construction management services, inclusive of preconstruction services and construction of the project.*

Contract: *The agreement between the WRF and the architect/ engineer.*

Contractor, as referred *The architect/engineer.*

to in this RFP:

Construction Documents: *Drawing and specifications produced by the A/E for the construction of the Project.*

Design Team: *The architect/engineer and its consultants.*

Final Acceptance: *Date of completion by the CM of items of work on the punch list.*

General Contractor: *The firm hired by the WRF to construct the project.*

LOD (related to BIM) *Level of Development.*

MEA (related to BIM) *Model Element Author*

Offeror or Proposer: *The A/E firm responding to this solicitation*.

Project Manager (A/E Team): *The individual responsible for the overall management of the project and who serves as the day- to-day contact person for the WRF and the CM during the design and construction phases. This individual provides coordination of the design consultants directly or through others on the team.*

Project Designer (A/E Team): *The individual responsible for the architectural design. This person is the ‘creative’ mind on the team who develops most design concepts, ideas and design solutions in general.*

Project Team: *The WRF, the client, the architect/engineer, the architect/engineer’s consultants, the construction manager, and others as may be included by the WRF.*

Subconsultant: *Consultants contracted to the architect/engineer.*

*as referred to in this RFP:*

Substantial completion: *Date that the Project can be occupied or used for its intended purposed. Only minor punch list items remain.*

Trade Contractor or Sub-Contractor: *Contractor subcontracted to the CM or GC (dependent on which construction delivery method is selected by WRF)*

**Y.** **FORMATION OF CONTRACT WITH SUCCESSFUL PROPOSER:**  Not applicable.

**Z. MINORITY BUSINESS ENTERPRISE NOTICE:** Minority businesses are encouraged to respond to this solicitation. WRF may set a MBE goal and/or subgoals as the procurement for this CM progresses. If a MBE goal is set, WRF will provide to the applicable CM Proposers all required forms and processes of the MBE program.