



**University of Maryland, College Park  
Department of Procurement and Supply**

**Request for Proposals (“RFP”) No. 82465-W**

**EAST CAMPUS REDEVELOPMENT INITIATIVE:  
PUBLIC/PRIVATE PARTNERSHIP  
AT  
UNIVERSITY OF MARYLAND, COLLEGE PARK**

**ISSUE DATE:** Monday, September 25, 2006

**TECHNICAL/QUALIFICATION**

**“PART A” PROPOSAL DUE :** **Friday October 13, 2006 at 2:00 P.M.**  
**Department of Procurement and Supply**  
**University of Maryland**  
**Chesapeake Building #338, Room 2113-R**  
**College Park, MD 20742-3111**

**PROCUREMENT / ISSUING OFFICE:** University of Maryland  
Department of Procurement and Supply  
2113-R Chesapeake Building  
College Park, MD 20742-3111

**PROJECT MANAGEMENT:** University of Maryland  
Facilities Management  
2310 Service Building  
College Park, MD 20742

**PROCUREMENT OFFICER:** Mr. James Stirling, 301-405-3372 FAX: 301-314-9565

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(continued)

ATTACHMENTS (Located at [www.eastcampus.umd.edu](http://www.eastcampus.umd.edu) unless otherwise noted).

All content posted on the project website referenced above, as of the date of RFP release, is incorporated by reference into the RFP. By responding to the RFP, the proposer (“Proposer”) acknowledges that it has accessed the website and has reviewed all of the information provided.

NOTE: The following attachments are included with this RFP document:

Attachment A - Proposal Affidavit (Submit with Part A Proposal)

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## SOLICITATION SCHEDULE

Issue Solicitation: Monday, September 25, 2006

Deadline for Questions: Must be submitted in writing to Issuing Office no later than 4:00 PM, Tuesday, October 3, 2006

### **RFP Part A**

Technical/Qualifications Proposal Due: Friday, October 13, 2006, at 2:00 P.M.  
Department of Procurement and Supply  
University of Maryland  
Chesapeake Building #338, Room 2113-R  
College Park, Maryland 20742-3111

Short Listed Proposers Notified: Friday, October 20, 2006

Interview Short Listed Proposers: Wednesday October 25 – Friday October 27, 2006

Finalists Notified: Wednesday, November 1, 2006 PROJECTED

### **RFP Part B**

Submittal Requirements Released: Wednesday, November 1, 2006 PROJECTED

Pre-Proposal Meeting: Wednesday, November 8, 2006 PROJECTED

Financial/Development Proposal Due: Tuesday, January 9, 2007 PROJECTED

Interview Finalists (Optional - TBD) January 16-18, 2007 PROJECTED

Prospective Development Partner Selected: Wednesday, January 24, 2007 PROJECTED

Agreements Fully Negotiated: Thursday May 31, 2007 PROJECTED

Agreements Approved/Executed July 2007 PROJECTED

**SECTION I**  
**NOTICE TO PROPOSER(S)/DEVELOPER(S)**

**A. University Background**

The University of Maryland, College Park (“University” or UM”) is the flagship institution of the University System of Maryland (“System”). The University currently enrolls approximately 24,500 undergraduate students, approximately 8,000 graduate students and employs approximately 8,000 faculty and staff. The typical daytime population of approximately 51,000 students, faculty, staff and visitors makes the University of Maryland, College Park the State’s fifth largest city.

The University is one of the nation’s top 20 research universities, with our \$350 Million of sponsored research last year. We boast one of the best sports programs in the country. With a \$1.2 Billion operating budget, the University is one of the leading contributors to the State’s economy.

The University will lend its prestige and actively assist the Developer in obtaining any permits or approvals as may be required.

**B. Objective**

The objective of the University is to partner with a Developer to redevelop a 38-acre parcel on the east edge of the College Park campus, bordered by US Route 1, Paint Branch Parkway and adjoining the City of College Park (“Project Site”). The project is referred to herein as the “Project” and as the “East Campus Redevelopment Initiative”.

In general, the Project will create an exciting mixed-use environment comprised of uses such as office, retail, hotel/conference, residential, day care and structured parking facilities, and will create inviting public spaces and connectivity between the main campus, the North Gate area, the City of College Park, the Project Site, the College Park Metro, and the M Square Research Park.

Highly desirable elements of the proposed redevelopment include affordable graduate student housing and up-scale retail and restaurant amenities that will benefit the University and the surrounding community and satisfy the University’s goals for this project, as further described herein.

**C. Development Goals**

1. To provide amenities that will help attract outstanding students and exceptional faculty and staff and serve the needs of the University, the local community and the many visitors to the campus and surrounding area.
2. To establish a connection between the main University campus, the North gate area, the East Campus site, the College Park Metro, and the M Square Research Park.

3. To stimulate high quality development, elevating the character and design standard for the U.S. Route 1 corridor.
4. To engage the community as a stakeholder and to weave the interests of the University into the fabric of the local community.

#### **D. Site Description**

The Project Site is currently occupied by administrative support facilities and undergraduate housing facilities operated by the University. Many of these facilities are to be relocated and/or rebuilt by the Developer as a part of the development project. These facilities may be relocated to a site identified by the Developer or to University owned property at locations further described on the Project website. Should the Developer choose to relocate University administrative facilities to sites offered by the University, the land itself will be made available to the Developer by the University at no cost to the Developer.

Background information, including site maps, master plan concepts and the previous University visions for this initiative can be viewed at the Project website, located at: ([www.eastcampus.umd.edu](http://www.eastcampus.umd.edu)). This information is furnished by the University for background only and should not be considered as a binding concept for this Project. The actual concept will be developed in full collaboration with the selected Developer. Submittal of innovative approaches to redevelopment of the Project Site is encouraged.

#### **E. Projected Deal Structure**

The information furnished in this section is intended to disclose to prospective Developers certain approval requirements and the current requirements envisioned by the University for specific aspects of the deal.

1. The transaction structure shall contemplate a public/private partnership or other similar relationship with the University holding underlying fee title to the land. The proposed transaction structure contemplates a long term unsubordinated Ground Lease from the State of Maryland to the Developer or a joint venture of the Developer and the University. The likely limit of the term for such a Ground Lease is seventy (70) years. The specific terms and conditions of the Ground Lease and all other Transaction Documents are subject to negotiation between the University and the selected Developer
2. Financing and equity is expected to be provided by the Developer and responses to this RFP are to reflect this requirement. Financial ability to execute a large mixed-use project will be a major consideration in the selection of the Developer.
3. The Developer should not anticipate or rely upon any direct or indirect financial commitment by the University to participate in the development of the Project.

4. Because the project will be developed on land owned by the University, it is anticipated that the Developer will not be required to pay real estate taxes on the land itself. However, the leasehold and any improvements may be subject to taxation or may require payment in lieu of taxes.
5. The Developer's proposal ("Proposal") must contemplate that the University will not subordinate its interest in the land or any of its rights under the ground lease to any financing.
6. The University will expect the Developer to engage the services of a respected architectural and engineering ("A/E") and general contracting (GC) firms to design and construct the Project Site improvements, infrastructure and structures required for implementation of the redevelopment plan.
7. Developer should contemplate in its Proposal that any reasonable "out of pocket" costs incurred by the University such as costs for administration of the RFP process, site surveys, environmental studies, legal expenses or other consultant fees for preparation of the Transaction Documents and to negotiate and close on the project shall be a cost of the project and reimbursed as agreed in the negotiated Transaction Documents.

**END OF SECTION I**

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## SECTION II EVALUATION FACTORS, DELIVERABLES AND EVALUATION CRITERIA

### A. RFP Process - General

The University will employ a two part RFP process. Part A (Technical/Qualifications) Proposals will be requested from all interested Proposers. Part A Proposals will be reviewed by the University's evaluation committee ("Evaluation Committee"), which will recommend a short-list of the best qualified Proposers to the Procurement Officer for approval. Approval of the recommended short list is at the sole discretion of the Procurement Officer.

Unsuccessful Proposers will be promptly notified that they are no longer being considered for selection. At the same time, short-listed Proposers will be invited for interviews with the Evaluation Committee. Key Personnel (see Section II B.1.b. headed "Key Personnel") identified in the Developer's Part A proposal are expected to attend the interview session. Following completion of interviews, the Evaluation Committee will consider the information presented, revise/adjust scoring of the Part A Proposals based on the additional information presented, and recommend a list of finalists to the Procurement Officer for approval. Approval of the list of finalists is at the sole discretion of the Procurement Officer. Finalists will then be invited to submit a Part B Proposal. Any Proposers eliminated from further consideration following interviews, will be promptly notified.

**Requirements for submittal of the Part B Proposals and information regarding the basis for evaluation of Part B Proposals will be furnished to the finalists via amendment to this RFP. A preliminary explanation of the Part B Proposal process is as follows:** In contrast to the Part A Proposal, which focuses on the qualifications of the prospective Developer and its proposed team, the Part B Proposal will focus on the specific plan for the Project and the structure of the deal, including equity, financing, phasing of projects, Ground Lease requirements and other terms/conditions. The University expects to select the Proposer/ Developer presenting the best value to the University on the basis of the development plan, the proposed terms (term sheet) and financial proforma to be submitted under Part B of the RFP. All Part B Proposals will be ranked from highest to lowest in terms of best value offered to the University. The Evaluation Committee will forward the recommended ranking to the Procurement Officer following completion of evaluation of Part B Proposals. Approval of the final ranking and determination of best value is at the sole discretion of the Procurement Officer. Should the University and the highest ranked Proposer fail to successfully reach agreement through negotiations in a reasonable period of time, the University retains the unilateral right to cease negotiations and to commence negotiations with the next highest ranked Proposer/Developer.

**B. Part A Proposal – Evaluation Factors and Required Deliverables**

Proposers shall prepare the Part A Proposal as specified herein, providing all requested information. Proposers must respond to each item listed. **The deliverable for Part A of the RFP process is a narrative proposal addressing all of the evaluation factors described in this section.** Failure to address any of these items in the Part A Proposal submittal may render the proposal unacceptable.

The Part A Proposal shall be assembled in the order of the factors listed below, which are listed in the relative order of importance.

- Development Team Experience & Past Performance\*
- Financial Stability/Wherewithal\*
- Vision/Concept Statement

\* Equal importance is assigned to these factors.

The description of each Evaluation Factor is followed by a brief description of the Evaluation Criteria to be used by the University in evaluating the Part A Proposals. The Evaluation Criteria described herein are not intended to be all inclusive.

**1. Evaluation Factor #1: Development Team Experience and Past Performance**

**a. Team and Firm Organization.**

Provide a description of the Developer’s business entity, and if a different entity will be formed, provide details of the structure of the new entity including a description of the project’s proposed ownership and management structure. Please include an organizational chart showing the structure of the “Development Team” defined (at a minimum) as the developer, the architect and the general contractor proposed to complete the project.

**b. Key Personnel.**

Identify the Key Personnel (e.g. the Developer’s Project Manager, the Principal Architect, and the Project Executive for the General Contractor) of each entity of the Development Team indicating the responsibilities each will have in this Project and what percentage of the person’s time will be dedicated to this Project during its various phases. Include a brief statement as to each member’s education and experience in projects similar to the one being proposed and how long each has been with their company. (One page maximum per resume).

Key Personnel identified in the Part A proposal are expected to be those who will actually work on this project if the Proposer is selected. The Proposer is, therefore, making a commitment to employ these personnel on the project. UM reserves the right to accept or reject any proposed replacement of Key Personnel assigned to the project. Proposed replacement personnel must possess qualifications and experience equal to or better than the original individual(s) identified by the Developer.

**c. Firm's Experience.**

Provide a brief statement outlining the experience of the firm, or each of the firms on the Development Team, in the development, design, construction, financing, marketing, leasing and management of projects similar to the one the Developer is proposing.

**d. Comparable Projects.**

Submit three (3) recent comparable projects of similar scope for which substantial equity and financing were obtained that are similar to the one the Developer envisions at the Project Site. (Include drawings, renderings or photographs- 8½ x 11 format preferred.). Developer should identify:

- a. the unit mix and respective square footage.
- b. tenants.
- c. occupancy history.
- d. sources and amounts of debt and equity capital that were raised.
- e. provide Developer's references: client name, address, phone number and e-mail address.
- f. community interaction required and nature of approval/permitting process.
- g. challenges encountered (political, social, environmental...), particularly those relevant to the vision for East Campus.

**e. Occupancy Rates in Portfolio.**

Provide a list of Developer's current portfolio of mixed-use developments that Developer is currently operating for itself or on behalf of others, and the current occupancy rate of each.

**f. Quality of Life.**

Provide information about programs at mixed-use developments in the Developer's portfolio which are designed to enhance the quality of life and safety of the tenants and their customers. Address the features of the developments which are designed to promote environmental stewardship, energy conservation and sustainable development.

**g. Neighborhood Experience.**

Provide examples of the experience the Development Team has had working with neighborhood community associations and local jurisdictions, and the Developer's process and approach towards working with the University's neighboring interested parties. This refers to similar past experience working with community and governmental stakeholders and demonstration of a sensitive and efficient process

**h. Unique Qualities.**

Tell us about qualities of your Development Team, your projects and your programs that set you apart from your competition.

**1A. Evaluation Criteria: Development Team Experience and Past Performance**

Extent to which the Developer proposed a sound organizational structure likely to result in effective management of the development process and the subsequent management and operation of the development. Likelihood that the Developer will be able to deliver the high quality mixed-use development on time and within budget with the Development Team proposed.

Quality of Key Personnel proposed for the Project, in terms of experience; particularly on projects similar in size scope and character to that proposed by the University. Key personnel having experience on the comparable projects identified in the Developers' Proposal may merit higher consideration in the evaluation. Qualifications of personnel will be measured by experience, education, and results obtained for other clients in recent development projects. Ability to dedicate appropriate personnel resources to the project; consideration of the percentage of time Key Personnel are committed to the proposed project.

Relevance of comparable projects identified by the Developer, when compared to the Project envisioned by the University for this Project Site. Strength of occupancy history on the comparable projects identified. Demonstrated ability to identify and overcome project challenges. Track record for timely implementation and project completion as indicated by performance at prior comparable projects. Includes evaluation of information provided by references and any information gathered by site visit (if scheduled). Consideration of the level of satisfaction reported by owners or ground lessors of projects previously carried out by the Developer.

**2. Evaluation Factor #2: Financial Stability and Wherewithal**

**a. Statements/References.**

Provide the most current audited twelve-month financial statements including balance sheets, income statements and sources and uses of funds statements for the past two fiscal years; include statements regarding financial creditworthiness and past development experience, which can be verified for both the Developer and the general contractor proposed by the Developer to construct the project. Include names and addresses of at least three commercial or institutional credit references and a letter authorizing each credit reference to respond to inquiries from UM. At least two of the references should be lending institutions.

**b. Default, Bankruptcy, Criminal Indictment, Litigation and Outstanding Liabilities.**

The Developer's Proposal must include a section that lists all current litigation, if any, for all firms on the Development Team in addition to any outstanding liabilities that might affect the development or operation of the mixed-use development on the UM site. At the top of such list, please indicate any

litigation, past or present, with the State of Maryland or any University of Maryland System institution.

**2A. Evaluation Criteria: Financial Stability and Wherewithal**

The financial stability and capability of the Development Team to carry out the project and to operate it long term. It takes into account financial wherewithal and the ability of the Development Team to meet the terms of the RFP, especially the time constraints and the quality, relevancy, and recent experience with projects completed by the Development Team.

**3. Evaluation Factor #3: Preliminary Vision and Concept Statement**

State in succinct terms the Developer's preliminary vision and concept for development of a mixed-use project on the Project Site including phasing, if any. **The Preliminary Vision and Concept Statement must address in a preliminary way, how the Developer intends to satisfy the University's stated goals for the project (Ref: Section I C.) This is not intended to be a binding concept for the development of the Project Site.....rather an indication of the vision that the Developer can bring to the project.**

Please include in your preliminary vision and concept statement ("Concept Statement") your vision of mixed uses (retail, commercial, residential, hotel, parking, etc.) in sufficient detail to give the Evaluation Committee a clear sense of the project that the Development Team may propose to develop. Describe, generally, the estimated capital requirements and possible methods of raising capital. Identify any challenges that you envision in meeting the University's stated goals for the project.

Include an explanation of how the Developer would deal with the relocation requirement. Explain project phasing and estimate the ultimate buildout timeframe.

**Note:** *Detailed concept plans including drawings, graphics, etc. are not required.* The deliverable required is a narrative description of the Developer's preliminary (non-binding) vision and concept for this Project Site.

**3A. Evaluation Criteria: Preliminary Vision and Concept Statement**

Consideration of the Developer's and the Development Team's understanding of UM's mission, goals and objectives in this Request for Proposal and of the nature and scope of the work involved as demonstrated in the proposed Concept Statement. Projects that understand and contemplate an urban redevelopment approach with pedestrian-friendly connections to the surrounding campus, integration into an existing commercial district and community, and utilization of public transportation will be given greater weight during the scoring process.

**4. Mandatory Qualifications and Certifications**

The following items are to be included as a deliverable with the proposal and will be considered on a PASS/FAIL basis. Failure to furnish these items or to satisfy required qualifications may render the proposal unacceptable.

**a. Statement of Qualifications.**

The Developer's Statement of Qualifications shall indicate that the members of the Development Team (as defined in Section II B.1.a. headed "Team and Firm Organization") are qualified and hold all licenses and permits to do business in the State of Maryland (or indicate how all such required licenses and permits will be obtained by March 31, 2007) and shall show proof that each firm on the Development Team is in good standing to transact business in its home state and in Maryland. Statement shall also provide the Federal Employers I.D. Numbers (FEIN, TIN or Social Security) and proof of current general liability insurance coverage and professional liability coverage (as applicable) for each member of the proposed Development Team.

**Note:** The final insurance requirements for the project will depend on the scope of the successful proposal and will be determined by the University and included within the Transaction Documents.

**b. Conflict of Interest with State of Maryland.**

The developer's proposal must contain a statement identifying any past, current or anticipated contractual or financial relationship of any member of the Development Team with UM, the University System of Maryland, the Board of Regents, the State of Maryland, and/or their respective staffs or employees. The Development Team must also disclose any contractual or financial relationship which may give the appearance of a conflict of interest.

**c. Proposal Affidavit.**

Submit a fully executed original of the Proposal Affidavit (Attachment A)

**END OF SECTION II**

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**SECTION III**  
**INSTRUCTIONS TO PROPOSER(S)/DEVELOPER(S)**

**A. Issuing Office**

1. The Issuing Office for this Request for Proposals is:

UNIVERSITY OF MARYLAND  
Department of Procurement and Supply, Room 2113-R  
Chesapeake Building (#338)  
College Park, Maryland 20742-3111  
Attn: James Stirling

Office Phone: 301-405-3372                      FAX: 301-314-9565

2. The Issuing Office will be the sole point of contact for all questions or inquiries regarding preparation and submittal of this Proposal.
3. Items affecting the scope of work or conditions of any resulting Contract will be addressed by amendments or clarification, faxed or mailed directly to the Proposers.
4. This solicitation is subject to USM Procurement Policies and Procedures.

**B. Due Date & Time**

1. Proposals shall be prepared and submitted as specified in this RFP. Proposals must arrive at the Issuing Office, by the date and time specified in the Solicitation Schedule in order to be considered. Proposers shall clearly mark original copies as such.
2. Proposers shall allow sufficient mail delivery time to ensure timely receipt of Proposals by the Issuing Office. Proposals or unsolicited amendments arriving after the due date and time will not be considered.
3. **LATE PROPOSALS:** Any Proposal, request for withdrawal, or modification of a proposal that is not received at the designated location, time and date set forth herein will be deemed late and therefore not be considered. Delivery of the Proposal to the specified location by the prescribed time and date is the sole responsibility of the Contractor. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late Proposal, late request for withdrawal or late modification of a Proposal is due to the action or inaction of the University. A record of the late Proposal, request for withdrawal, or modification of a Proposal, shall be made in the appropriate procurement file.

### **C. Questions and Inquiries**

1. Questions and inquiries shall be directed to the individual referenced in "A." (Issuing Office) above. The Issuing Office is open from 8:00 a.m. to 5:00 p.m. weekdays.
2. Items affecting the scope of work or conditions of the Contract shall be subject to the conditions of the paragraph headed "Clarifications and Amendment" to this RFP.

### **D. Proposal Submittal**

1. The Part A Proposal shall be submitted in a sealed envelope/box clearly identified with "RFP No.82465-W East Campus Redevelopment Initiative". Proposers shall submit one (1) original and fourteen (14) copies, for a total of fifteen (15) sets of the Proposal.
2. A transmittal letter prepared on the Proposer's business stationary must accompany the Part A Proposal Submittal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief, but shall list all items contained within the Part A Proposal. The letter must be signed by an individual who is authorized to bind the Proposer to all statements, including services and financial, contained in the Proposal.
3. Proposal shall be completed as stated in Section II. and shall include all required forms. Submittals shall be in ink or typed, and should be prepared in a clear and precise manner. All points of the RFP solicitation must be addressed. Erasures and/or alterations shall be initialed in ink by the signer.
4. Elaborate Proposals and graphics are not required or desired. Please furnish only the requested information.

### **E. Reserved**

### **F Time of Completion**

The schedule for design and construction of the improvements associated with implementation of the approved redevelopment plan is subject to negotiation and will be incorporated into the Transaction Documents prior to execution by both parties.

### **G. Terminology**

All references in this RFP to Contractor, Proposer, Developer, Architect, and other person or persons are made relative to the singular person, male gender (e.g. "he", "him", "his", "it", etc.) These are intended only as generic terms relative to number and gender, and are employed solely to simplify text and to conform with commonly used language.

The terms “Proposer” and “Developer” are used interchangeably in this RFP and are intended to refer to the same entity, that is, the entity responding to this RFP.

#### **H. Clarifications and Amendment**

1. Should a proposer find discrepancies in the proposal documents, or be in doubt as to the meaning or intent of any part thereof, he must, no later than seven (7) days prior to the proposal due date, request clarification in writing from the Issuing Office. Failure to request such clarification is a waiver of any claim by the proposer for expense made necessary by reason of later interpretation of the proposal documents by the University. Requests shall include the proposal number and title.
2. Oral explanations or instructions will not be binding; only written amendments will be binding. Amendments will be mailed to all listed holders of this RFP or posted on the Project website. Proposers shall acknowledge receipt of all amendments in the space provided on the form furnished with each amendment..

#### **I. Right to Accept, Reject, and Negotiate Proposals or Waive Informalities**

1. The University reserves the right to accept and/or reject any and all Proposals, in the best interest of the State of Maryland. For the same reason, the University reserves the right to waive any technicality or minor irregularity in any Proposal.
2. All Proposals will be subject to negotiation. Both the Developer and the University promise to negotiate in good faith. The University may exercise its rights, to the extent allowed under applicable law, to recover from Developer the University's incurred expenses for consultants and legal services, as liquidated damages not as a penalty.
3. The University may cancel this Request for Proposal, in whole or in part, at any time until the Transaction Documents are fully executed.

#### **J. Proposal Acceptance**

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this Request for Proposal; or to waive minor irregularities. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

#### **K. Economy of Preparation**

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

**L. Financial Disclosure By Persons Doing Business With The State**

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

**M. Arrearages (January 2004)**

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 during the term of the Contract.

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

**N. Confidentiality/Proprietary Information**

Developers should give specific attention to the identification of those portions of Part A Proposals deemed to be confidential, proprietary information or trade secrets, and provide justification of why such materials, upon request, should not be disclosed by the University under the 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 the Part A Proposal with a proprietary statement.

Unless materials are properly noted as confidential/proprietary and proper justification is provided as required above, all materials submitted by the Developer become the property of the University and may be returned to the Developer at the sole discretion of the University. The University has the right to use any/all ideas, not noted as confidential/proprietary, presented in any response to the RFP, whether the Proposer/Developer is selected by the University or not.

**O. Incurred Expenses**

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

**P. Discussions**

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

**Q. Debriefing of Unsuccessful Proposers**

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

**R. Proposal Affidavit**

The Proposal Affidavit enclosed with this document (Attachment A) must be executed by each responding proposer and submitted with the Proposal.

**S. Registration and Tax Payment**

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

**T. Evidence of Responsibility**

Prior to award of a Contract pursuant to this RFP, the Procurement Officer will require the prospective awardee to furnish such additional information necessary to assess responsibility of the Proposer. Copies of the Proposer's Annual Report or one (1) Program Financial Statements (Income Statement, Cash Flow Statement and Balance Sheet) for the past two complete business years may be required. For Contracts exceeding \$1 million, the Proposer will be required to furnish a current (within 90 days prior to Contract award) copy of a Dun and Bradstreet Comprehensive Report for the company. The Procurement Officer may also consider any information otherwise available concerning the financial, technical and other qualifications or abilities of the Proposer.

**U. Minority and Disadvantaged Business Enterprise (MBE) Notice**

The University of Maryland actively supports the statewide Minority and Disadvantaged Business Enterprise (“MBE”) program administered through the Maryland Department of Transportation (“MDOT”) and encourages MDOT certified MBE firms to respond directly to this solicitation.

In addition, the University will include in the Transaction Documents, a requirement for a flow down contract provision, establishing subcontracting goals of **TWENTY FIVE PERCENT (25%)** for MDOT certified MBE participation on all contracts for architect-engineer services and construction to be awarded by the Developer or its Development Team as a part of the East Campus Redevelopment Initiative. Use of MDOT certified firms only shall count towards achievement of the minority participation subcontracting goal. Use of non-MDOT certified MBEs is encouraged but such use shall not count towards achievement of the MBE participation goal.

**END OF SECTION III**

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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. 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):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

C. 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; or
- (8) 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(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**D. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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F. 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.

G. 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.

H. 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.

#### I. 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.

#### J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone 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 §J(2)(b), above;
- (h) Notify its employees in the statement required by §J(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 §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J(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 §J(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(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.

#### K. 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.

#### L. 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.

M. Repealed.

#### N. 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)

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