

**UNIVERSITY OF MARYLAND, BALTIMORE  
REQUEST FOR MULTI-STEP BID**

**FOR**

**UMB UTILITY SERVICES STUDY**

**IFB #17-381 PS**

**ISSUE DATE: Friday April 13, 2018**

**ISSUED BY:** UNIVERSITY OF MARYLAND, BALTIMORE  
OFFICE OF STRATEGIC SOURCING AND  
ACQUISITION SERVICES  
The Saratoga Building  
220 Arch Street, Room 02-100  
Baltimore, MD 21201  
Attn: Putu Sayeh  
Phone: (410) 706-0861  
Fax: (410) 706-8577  
E-mail: psayeh@umaryland.edu

**PRE-BID  
CONFERENCE:** **Tuesday April 24, 2018 at 2:00 p.m.**  
UNIVERSITY OF MARYLAND, BALTIMORE  
OFFICE OF STRATEGIC SOURCING AND  
ACQUISITION SERVICES  
The Saratoga Building  
220 Arch Street, Room 02-100  
Baltimore, MD 21201

**CUTOFF FOR  
QUESTIONS:** **Friday April 27, 2018 by 2:00 p.m.**

**TECHNICAL/PRICE  
OFFER DUE:** **Friday May 11, 2018 at 2:00 p.m.**  
UNIVERSITY OF MARYLAND, BALTIMORE  
OFFICE OF STRATEGIC SOURCING AND  
ACQUISITION SERVICES  
The Saratoga Building  
220 Arch Street, Room 02-100  
Baltimore, MD 21201

**WARNING:** If it becomes necessary to revise any part of the Multi-Step Bid, an addendum will be posted to the University's eBid Board website at <https://www.umaryland.edu/procurement/ebid-board/>. It is the responsibility of the bidder to check the website frequently until the closing date for amendments and questions & answers. An acknowledgement of the receipt of all amendments issued is required from all vendors submitting a bid.

**SPECIAL ACCESS:** Anyone requiring assistance in obtaining a copy of the solicitation, attending a Pre-Bid Conference or delivering a bid is requested to contact the Buyer listed above at least 48 hours in advance.

**All bids must be returned on the University forms attached or responses will be considered non-responsive.**

## **TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>
<b>00100</b>	<b>INSTRUCTION TO BIDDERS</b>
<b>00200</b>	<b>INFORMATION AVAILABLE TO BIDDERS</b>
<b>00300</b>	<b>MULTI STEP BIDS, BID PRICING, EVALUATION AND FORMS</b>
<b>00400</b>	<b>SCOPE OF WORK</b>
<b>00500</b>	<b>N/A</b>
<b>00600</b>	<b>N/A</b>
<b>00700</b>	<b>N/A</b>
<b>00800</b>	<b>N/A</b>
<b>00830</b>	<b>PREVAILING WAGE RATES</b>

### **ATTACHMENT A**

Bid/Proposal Affidavit;  
Certification Regarding Investment Activities in Iran;  
Key Personnel Form  
Project Specific Form  
Company Profile Form  
Annual Sales Volume/Number of Projects Form  
Acknowledgement of Receipt of Addenda (If Required).

### **ATTACHMENT B**

UMB Consultant Agreement;  
Contract Affidavit;

### **ATTACHMENT C**

N/A

### **ATTACHMENT D**

University Campus Map

### **ATTACHMENT E**

N/A

### **ATTACHMENT F**

N/A

### **ATTACHMENT G**

Bid Price Form

### **ATTACHMENT H**

Minority Business Enterprise Forms

### **ATTACHMENT I**

N/A

## SECTION 00100

### INSTRUCTIONS TO BIDDERS FOR THE CONSTRUCTION CONTRACT

#### A. OBJECTIVES:

1. The objective of this Multi-Step Bid is for the University of Maryland, Baltimore (herein referred to as the University or UMB) to select a qualified Consultant for UMB Utility Services Study Project in accordance with the bid documents.
2. The work includes, but is not limited to the scope as defined in Section 00400 of this Multi-Step Bid.
3. The University anticipates awarding the contract on or about **June 27, 2018**. Work is to be completed no later than nine (9) months from issuance of Notice to Proceed with an additional 3 months for closeout.
4. All work performed under this contract shall be in accordance with the University of Maryland Baltimore " Consultant Agreement," dated December 2, 2016 as modified or supplemented by any amendments, the Contract Drawings, the Technical Specifications, any Addenda, and other components of the Contract.

#### B. INSTRUCTIONS FOR SUBMITTAL OF MULTI-STEP BIDS

For detailed information on preparation and submittal of Multi Step Bids see Section 00300 "Technical Offer, Multi Step Bids, Bid Pricing, Evaluation, and Forms".

#### C. ISSUING OFFICE:

1. UNIVERSITY OF MARYLAND, BALTIMORE  
OFFICE OF STRATEGIC SOURCING AND ACQUISITION  
SERVICES  
The Saratoga Building  
220 Arch Street, Room 02-100  
Baltimore, Maryland 21201  
Attn: Putu Sayeh  
Phone # 410.706.0861  
Fax # 410-706-8577  
Email: [psayeh@umaryland.edu](mailto:psayeh@umaryland.edu)

NOTE: The Issuing Office is open from 8:00 a.m. to 5:00 p.m. weekdays.

2. The Issuing Office shall be the sole point of contact with the University for questions and inquiries regarding the preparation and submittal of this Multi-Step Bid.
3. All questions on this procurement are to be directed in writing to the

Issuing Office no later than the questions due date.

**D. PRE-BID CONFERENCE:**

1. A Pre-Bid Conference will be held on **Tuesday April 24, 2018 at 2:00 p.m.** at the University of Maryland, Baltimore The Saratoga Building, Department of Strategic Sourcing and Acquisition Services, 220 Arch Street, Room 02-100, Baltimore, MD. 21201. Note: Parking is available in the Saratoga Street Garage and the responsibility of the bidder.
2. Following the Pre-Bid Conference, is the only opportunity for a site inspection which will consist of seeing the actual location and a sampling of the areas where work is to be performed.

A campus map is available at <http://www.umaryland.edu/map/>

3. Attendance at the Pre-Bid Conference is not mandatory, but is strongly recommended as additional information may be provided.
4. Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please contact Putu Sayeh at 410-706-0861 with specific requests at least 48 hours or 2 business days prior to the conference.

**E. TERMINOLOGY:**

All references in this Invitation for Bid to Consultant, Bidder, Architect, and other person or persons are made relative to the singular person, male gender (e.g. "he", "him", "his", etc.) These are intended only as generic terms relative to number and gender, and are employed solely to simplify text and to conform to commonly used construction specifications language.

**F. QUESTIONS AND INQUIRIES:**

1. Questions and inquiries shall be submitted by email to the directed individual referenced with the Issuing Office above, on or before The Issuing Office will be open from 8:00 a.m. to 5:00 p.m. weekdays. The cutoff date for questions is Friday **April 27, 2018 by 2:00 p.m.**
2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda, below.

**G. DUE DATE AND TIME:**

1. Responses to this solicitation must arrive at the Issuing Office by **Friday May 11, 2018 by 2:00 p.m.** in order to be considered. The Bid Prices of those responsive bidders who achieve at least 75% of the available technical points will be opened publicly at a date and time specified by the University at the University of Maryland, Baltimore The Saratoga Building, Department of Strategic Sourcing and Acquisition Services

Offices, 220 Arch Street, Room 02-101, Baltimore, MD. 21201.

Note: Parking is available in the Saratoga Street Garage and the responsibility of the consultant.

2. Bidders mailing bids shall allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Bids or unsolicited amendments to Bids arriving after the due date and time will not be considered.
3. Access to the issuing office is only available to the public by elevator. Bidders will be required to sign in at the security desk before entering the elevators. Bidder's hand delivering Bids must allow sufficient time once inside the building to insure timely receipt by the Issuing Office. If you park in the Saratoga Street Garage you must take the garage elevators down to the ground level and then enter the Lobby, where the guard's desk is located and utilize the elevators located in the lobby in order to ascend to the Office Level 02.
4. **LATE BIDS CANNOT BE ACCEPTED.** Bids are to be delivered to the Office of Strategic Sourcing and Acquisition Services, Room 02-100, 220 Arch Street, Baltimore, MD. 21201. UMB recommends against use of mail or delivery services, which will not guarantee delivery directly to Room 02-100. Bids delivered to the campus central mail facility or to locations other than Room 02-100 will not be considered "received" by the Office Strategic Sourcing and Acquisition Services until they arrive at Room 02-100.  
UMB will not waive delay in delivery resulting from need to transport a bid or proposal from another campus location to Room 02-100, or error or delay on the part of a carrier.
5. **THE USE OF UMB FORMS IS MANDATORY.** All forms should be filled out completely, "See Attached" is considered insufficient.

**H. SITE INVESTIGATION:**

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

**I. BID SECURITY: Intentionally Omitted**

**J. RIGHT TO REJECT BIDS AND WAIVE INFORMALITIES:**

The University reserves the right to reject any and all bids or to accept any bid in the interest of the State of Maryland. For the same reason, the University reserves the right to waive any technicality or minor irregularity in a Multi-Step Bid.

Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

**K. BIDS FIRM FOR 120 DAYS:**

All bid prices shall be firm for one hundred twenty (120) calendar days from the Invitation for Bid Price due date. This period may be extended by written mutual agreement between the Bidder and the University.

**L. LICENSES AND QUALIFICATIONS:**

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.

**M. CLARIFICATIONS AND ADDENDA:**

1. Should a Bidder find discrepancies in the bid documents, or should he be in doubt as to the meaning or intent of any part thereof, he must, not later than **Tuesday April 24, 2018 by 2:00 p.m.** request clarification in writing from the UMB Issuing Office, who will issue a written Addendum to the Bid Documents. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the bid documents by the University. Requests shall include the bid number and name.
2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the UMB eBid Board at:  
<http://www.umaryland.edu/procurement/> (click on eBid Board).

**N. CANCELLATION OF THE MULTI-STEP BID**

The University may cancel this Invitation for Bid, in whole or in part, at any time before the opening of the bids.

**O. ECONOMY OF PREPARATION**

Multi-Step Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's offer to meet the requirements of the Multi-Step Bid.

**P. INCURRED EXPENSES**

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

**Q. MINORITY BUSINESS ENTERPRISE NOTICE:**

**1.1 Establishment of Goal and Subgoals.**

An overall MBE subconsultant participation goal of 30% of the total contract dollar amount has been established for this procurement.

The Consultant is encouraged to use a diverse group of subconsultants and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

**1.2 Attachments H-1 to H-6** – The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:

Attachment H-1A	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule ( <b>must submit with Bid/Proposal</b> )
Attachment H-1B	Waiver Guidance
Attachment H-1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment H-2	Outreach Efforts Compliance Statement
Attachment H-3A	MBE Subconsultant Project Participation Certification
Attachment H-3B	MBE Prime Project Participation Certification
Attachment H-4A	Prime Consultant Paid/Unpaid MBE Invoice Report
Attachment H-4B	MBE Prime Consultant Report
Attachment H-5	Subconsultant/Consultant Unpaid MBE Invoice Report
Attachment H-6	Liquidated Damages Provisions for Construction Contracts Containing MBE Participation Goals

**1.3** A Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment H-1A**) whereby:

- (a) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subconsultants were treated fairly in the solicitation process; and
- (b) The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subconsultant identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- (c) A Bidder/Offeror requesting a waiver should review Attachment H-1B (Waiver Guidance) and H-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

***If a Bidder/Offeror fails to submit a completed Attachment H-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.***

**1.4** Bidders/Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in **Attachment H-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

**1.5** Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.

- (a) Outreach Efforts Compliance Statement (**Attachment H-2**).
- (b) MBE Prime/Subconsultant Project Participation Certification (**Attachment H-3A/3B**).
- (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
- (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subconsultant participation goal or any applicable subgoals.

***If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.***

**1.6** A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**

**1.7** The Consultant, once awarded a Contract, will be responsible for submitting or requiring its subconsultant(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:

- (a) **Attachment H-4A** (Prime Consultant Paid/Unpaid MBE Invoice Report).
- (b) **Attachment H-4B** (MBE Prime Consultant Report)
- (c) **Attachment H-5** (MBE Subconsultant/Consultant Unpaid MBE Invoice Report).



**1.8** A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment H-1C) and all documentation within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.

**1.9** All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment H-1A**), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes.

**1.10** The Bidder/Offeror is advised that liquidated damages will apply in the event the Consultant fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See **Attachment H-6**)

**1.11** As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime consultant (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment H-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE prime must also identify other certified MBE subconsultants (see Section 4B of the MBE Participation Schedule (Attachment H-1A) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

**1.12** With respect to Contract administration, the Consultant shall:

- (a) Submit by the 10<sup>th</sup> of each month to the Agency's designated representative:
  - i. A Prime Consultant Paid/Unpaid MBE Invoice Report (Attachment H-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subconsultant, the amount of each invoice and the reason payment has not been made; and
  - ii. (If Applicable) An MBE Prime Consultant Report (Attachment H-4B) identifying an MBE prime's self-performing work to be

counted towards the MBE participation goals.

- (b) Include in its agreements with its certified MBE subconsultants a requirement that those subconsultants submit by the 10<sup>th</sup> of each month to the Department's designated representative an MBE Subconsultant Paid/Unpaid Invoice Report (Attachment H-5) that identifies the Contract and lists all payments to the MBE subconsultant received from the Consultant in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.
- (c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subconsultants employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Consultant and furnished to the Procurement Officer on request.
- (d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Consultant must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- (e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subconsultants.
- (f) The liquidated damages provisions of Attachment H-6 for construction procurements shall apply for all contracts awarded with MBE participation goals

**R. MODIFICATIONS AND WITHDRAWAL OF BIDS:**

- 1. Withdrawal of, or modifications to, Technical Offers and/or Bid Prices are effective only if written notice thereof is filed to the Issuing Office prior to the time Technical Offers or Bid Prices are due. A notice of withdrawal or modification to a Technical Offer or Bid Price must be signed by an officer with the authority to commit the company.
- 2. No withdrawal or modifications will be accepted after the due date for this procurement.

**S. FINANCIAL DISCLOSURE BY PERSONS DOING BUSINESS WITH THE STATE:**

Bidders 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 UMB 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.

**T. CONFIDENTIALITY/PROPRIETARY INFORMATION:**

Bidders should give specific attention to the identification of those portions of their offer 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 Public Information Act, Part III, Title 4, General Provisions Article, Annotated Code of Maryland. Bid prices will publicly opened. Bidders 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).

**U. BID AFFIDAVIT**

The Proposal/Bid affidavit enclosed in this document (see Attachment A) must be executed by each responding consultant and **submitted with their Technical Offer.**

**V. ARREARAGES**

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

**W. MULTIPLE/ALTERNATIVE BIDS**

Bidders may not submit more than one (1) bid nor may bidders submit an alternate to this bid.

**X. SMALL BUSINESS**

Small Business preference does not apply to this solicitation.

**Y. QUALIFICATIONS**

The University reserves the right to require that the consultant 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.

**Z. TERMS AND CONDITIONS OF CONTRACT**

By submitting a response to this solicitation, a firm shows acceptance of all terms and conditions contained in the bid document.

**AA. MARYLAND PUBLIC ETHICS LAW, TITLE 5**

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 §5-502 of the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland.

If the bidder/offeror has any questions concerning application of the State Ethics Law to the bidder/offeror's participation in this procurement, it is incumbent upon the bidder/offeror to seek advice from the State Ethics Commission, 45 Calvert Street 3<sup>rd</sup> Floor Annapolis, MD 21401, 410-260-770.

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

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

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

Consultant may not for any period during the Contract term, seek to reduce the amount of Consultant's income subject to Maryland income tax by payment made to an affiliated entity or affiliate's agent for the right to use trademarks, trade names, or other intangible property associated with Consultant.

Consultant agrees that during the course of this contract it shall not make any such royalty or similar payment to any affiliated company; and if any such royalty or similar payments are made, Consultant and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that Consultant does not claim a deduction against Maryland income tax for such payments, and the affiliated company receiving the royalty or similar payment files Maryland income tax returns and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Consultant does business. Consultant agrees that it is authorized to bind its affiliated entities to the terms hereof.

**CC. JOINT VENTURE BIDDERS:**

If the Bidder is a joint venture firm, the Bidder 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 bid submission (see Section 00300 for details), the bidder must identify the responsibilities of each joint venture party with respect to the scope of services/work (per section 0400) inclusive of the requirements for each entity based on such services as described in this bid solicitation document.

**DD. PAYMENTS TO CONSULTANTS BY ELECTRONIC FUNDS TRANSFER (EFT)**

By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected firm(s) shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. The web address is:

[http://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Static\\_Files/X-1020130403.pdf](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/X-1020130403.pdf).

**EE. eMARYLAND MARKETPLACE**

The successful bidder/offeror under this solicitation must be registered on eMaryland Marketplace prior to receiving a contract award. The instructions for registration can be found on the eMaryland Marketplace website at:

<https://emaryland.buyspeed.com/bs/>.

**FF. MANDATED CONSULTANT REPORTING OF SUSPECTED CHILD ABUSE & NEGLECT**

Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. Consultants performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – *Policy on the Reporting of Suspected Child Abuse and Neglect*, as well as the *UMB Procedures for Reporting Suspected Child Abuse and Neglect*. A copy of the USM Policy and UMB Procedures are available at: <http://www.umaryland.edu/equalaccess/report-a-concern/report-suspected-child-abuse-or-neglect/>

The Policy and Procedures are incorporated herein.

UMB reserves the right to terminate this contract if Consultant fails to comply with the above-referenced policy or procedures, or if, in the judgment of UMB, termination is necessary to protect the safety and welfare of children who come into contact with the UMB community.

**GG. CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN**

Offerors must complete, sign and return in Attachment A, Certification Regarding Investment Activities in Iran with their solicitation response. Companies appearing on the Investment Activities in Iran list are ineligible for award.

**HH. PROCUREMENT REGULATIONS**

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

**II. MULTI-STEP RESPONSE MATERIALS**

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

**JJ. DEBRIEFING OF UNSUCCESSFUL BIDDERS**

A debriefing of an unsuccessful bidder shall be conducted upon written request submitted to the Procurement Officer within ten (10) days on which the bidder knew, or should have known its bid was unsuccessful. The debriefing shall be limited to a discussion of the unsuccessful bidder's technical offer only and shall provide information on areas in which it was deemed weak or deficient.

**END OF SECTION 00100**

## SECTION 00200

### INFORMATION AVAILABLE TO BIDDERS

#### A. CONTRACT DOCUMENTS

1. Contract Documents consisting of the following:
  - a. Procurement Specification;
  - b. Attachment A, Attachment B, Contract documents (i.e., Consulting Agreement and Contract Affidavit found in Attachment B), Attachment G, Attachment H, and any Addenda which may be issued prior to the Bid Price Due Date. Shall be furnished to all interested parties on the UMB Department of Strategic Sourcing and Acquisition Services eBid Board:  
<http://www.umaryland.edu/procurement/ebid-board/>

#### B. PRE-BID CONFERENCE

1. A Pre-Bid Conference and inspection tour of the site will be conducted for all interested parties early in the Multi-Step Bid phase of the project as indicated in Section 00100 Instructions to Bidders for the Construction Contract.

#### C. AVAILABLE RECORD DOCUMENTS:

1. The University upon request will make accessible to the Bidders any available record drawings, utility plans, and other data pertinent to existing conditions to the extent that such material is available. The University, 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 University unless permission is granted in writing from the University otherwise. The Bidders shall assume the responsibility for cost of reproduction as well as replacing any damaged or lost documents.

**END OF SECTION 00200**

## SECTION 00300

### MULTI STEP BIDS, EVALUATION, AND FORMS

#### A. Transmittal Letter

A transmittal letter prepared on the Bidder's business stationery should accompany the Technical Offer. The purpose of this letter is to transmit the Technical Offer; therefore, it should be brief, but shall list all items contained within each volume as defined below. The letter must be signed by an individual who is authorized to bind his firm to all statements, including services and prices, contained in the Technical Offer.

#### B. Signing of Forms

The Technical Offer & Bid Price, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

#### C. Two Volume Submittal

The selection procedure for procurement of this contract requires that a review of the Technical Offer of the consultants is to be conducted by an Evaluation and Selection Committee. The Technical Offer form(s) shall be filled out in ink or typed. Any erasures and/or alterations shall be initialed in ink by the signer.

##### 1. Volume I - Technical Offer

This volume should be prepared in a clear and precise manner. Please provide One (1) original bound copy and seven (7) additional bound copies. All appropriate points of the Multi Step Bid solicitation must be addressed. The criteria for this volume are listed below in Paragraph D, **Technical Offeror Criteria**. Only those Consultants whose Technical Offer has achieved the minimum or better technical score, will have their Bid Pricing opened. **The Technical Offer must be submitted in a separately sealed envelope**. The envelope shall have the Bidder's name; the project name and project number prominently displayed, together with the words, "**TECHNICAL OFFER**".

The following items should be included in the Technical Offer portion of this Multi Step Bid. (Forms for b. through e. are included in the bid package. Items a., and f. should be provided by Bidder.)



- a. Detailed responses to the Technical Criteria listed in Section 00300, Paragraph D. Technical Offer Requirements
- b. Minority Business Attachment H1A- MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule
- c. Bid/Proposal Affidavit
- d. Acknowledgement of Receipt of Addenda - (to be used if any addenda are issued prior to bid price due date.)
- e. Certificate Regarding Investment Activities in Iran

**Note:** It is the Bidder's responsibility to fully review the Multi-Step bid documents to insure his Technical Offer contains all requested information.

2. **Volume II -Bid Price**

The bid price must be submitted in a separate sealed envelope. The bid price envelope shall have the Bidder's name, the Bid name and the Bid number prominently displayed, together with the words "**BID PRICE**".

**D. Technical Offer Criteria**

UMB requires assistance with the development of a long-term plan for managing its future district steam purchasing contract, and with the development of options and initiatives that will put the University in the best negotiating position with utility providers. Options for consideration include the construction of an on-site cogeneration or tri-generation plant, partnering with third-party providers of such services, or purchasing steam and chilled water from off-site utilities. The successful consultant should have both engineering and financial services experience and should be familiar with trends in the energy markets and government energy regulation; and with performing energy market risk evaluations and modeling of local energy market prices (i.e. PJM, Transco Zone 6 non-NY and TCO Pool) as well as with CME Group natural gas and power futures. Experience with assisting district utility steam service customers on long-term steam supply contract negotiations is also preferred.

The following information must be furnished in the Technical Offer portion of the Multi Step Bid procurement. Failure to include any of the items noted below in your technical offer may result in the offer being considered non-responsive. The criteria are listed in order of importance. Bidders are to compile their Technical Offer in this same order.

1. **KEY PERSONNEL & REFERENCES:**

- a. Key Personnel- Identify names and positions of key personnel anticipated to work on each schedule of work (Engineering Report,

Concept Design, Feasibility Study and Additional Financial Services). Identify task assigned to each individual and percentage of time individual is intended to serve the project. This requirement also applies to sub consultants. Within this category, the named positions are defined below. These key people **MUST** be direct employees of the bidding firm.

Provide a key personnel form, including education and experience, for key team members. Include summary of work on similar projects, approximate dates, and individual's responsibility in the assignment. Team members are to describe prior experience with performing campus-wide energy analyses; auditing utility billing history and assessing the impact of energy infrastructure changes on long-term energy costs and sustainability goals (e.g. new cogeneration, central heating/cooling plant changes, thermal energy distribution changes, etc). Additionally, the Utility Engineer is to describe experience with reviewing campus utility infrastructure, modeling the potential impact of campus growth projections and recommend expansion and upgrade opportunities while incorporating the potential impact on long-term energy costs. This requirement also applies to sub consultants. Submit key personnel forms and experience for the following:

**Principal-in-Charge:** Senior level position from Consultant firm (such as Vice President) who will oversee the project from an executive level and to whom the Lead Engineer directly reports.

**Lead Engineer:** Can be an Energy Engineer, Utility Engineer and/or Energy Manager. Professional from the Consultant firm who is responsible for the management of the engineering professions (i.e Mechanical, Electrical, Civil, etc.) as well as Financial Services Consultant and for the completion of the awarded contract.

- b. Consultant Team Composition:** The consultant team may include one or all of the following other key personnel: Energy Engineer, Energy Analyst, Risk Manager, Mechanical Engineer, Utility Engineer, Structural Engineer, Civil Engineer, Cost Estimator, and/or other specialty consultants as required for the project. The term "consultant(s)" as used in this document, shall represent all and/or any of the below mentioned consultants where applicable. Resumes are to be submitted on the **key personnel form** for each of the following on your team:

**Energy Engineer/Manager:** Licensed, professional engineer who is responsible for directing campus energy infrastructure analyses and improvement work.

**Utility Engineer:** Licensed, professional engineer who is responsible for directing the mechanical and civil design work.

**Structural Engineer:** Licensed, professional engineer who is responsible for directing and overseeing the structural design of the individual task orders and assigning personnel.

**Civil Engineer:** Licensed, professional engineer who is responsible for directing the civil design work.

**Mechanical Engineer:** Licensed, professional engineer who is responsible for directing the mechanical design work.

**Financial Service Analyst:** Licensed professional who is responsible for forecasting and modeling price and risk evaluations.

**Note: If a person has less than five years with his/her current employer, Proposers are to provide prior employment history for this Key Person (i.e. prior employer(s) name and number of years with that employer(s)).**

**Personnel Commitment: By submitting the names of these key personnel for consideration, the Proposer is committing these people to the University for this project's duration if awarded the project. No personnel changes will be permitted without written authorization from the University via a contract modification issued by the Procurement Officer.**

c. **Personnel References:**

1. List 3 project references, including contact names and telephone numbers for projects of comparable size and scope performed by the key personnel listed above. To the extent any references for individual employees of either the consultant or sub consultant are different from those noted in the previous section, they should also be provided.
2. Provide a current client list including jurisdiction name, contact name and telephone number, and length of engagement.
3. Provide an example of a recently completed utility service study.
4. Project references not employment references; that is, the University is interested in speaking to a Project Owner regarding the person's performance on a particular project. It is important that such references can speak to the performance of the person in the role to be assigned.
5. Such references are to be from different projects; that is, only one reference per project is allowed.
6. In addition, the University reserves the right to check other sources available. Such references will be held in strictest confidence by the University.

Note: The Key Personnel Form was developed for use on this procurement to ensure that all requested information is provided.

2. **FIRM EXPERIENCE/REFERENCES:**

- a. The Prime Consultant may be a Utility Services Consultant Firm or Financial Services Consultant Firm. The Consultant must demonstrate that it has adequate professional staff and depth of experience to perform the Scope of Services during the term of the contract. The Consultant must demonstrate

prior successful experience with modeling clients' energy portfolio costs and performing energy market price and risk evaluations and modeling of natural gas and power in PJM and Transco Zone 6 non-NY market area, as well as with NYMEX and other trading platforms for natural gas and power futures. The Consultant shall note evaluation models used successfully to model supply assumptions and energy market price risk volatility. The Consultant shall disclose the number of years of experience it has with performing energy portfolio cost risk evaluations for clients in the PJM or eastern and mid-Atlantic natural gas markets. The Consultant must describe prior experience with assisting district utility steam service customers on long-term steam supply contract negotiations.

- b. Complete the **Consultant Experience Form** (found in Attachment B) for three (3) **projects recently completed in the last five (5) years** which are similar to the UMB Utility Services Study Project, inclusive of work performed in a Utility Service Study setting and similar in scope to this project.

**To be considered as experience, projects must meet criteria as follows:**

- One project must be between \$150,000 – \$500,000
- One project must be done in a higher education/urban campus setting
- One project must be in an occupied setting
- One project must be done for a medical research facility/medical facility
- One project must involve the review of a district Stream Services contract

Please Note: If your firm is a local office of a parent company, such experience must be performed by the local firm in order to be considered.

As indicated on the form, the following information is to be provided for each project as follows:

1. Customer/Project Owner's name, address, contact name and telephone number;
2. A brief, but detailed, description of the project [inclusive of type of project, setting, models used, challenges, and schedule];
3. The name of your firm's principal-in-charge and lead engineer;
4. The dollar amount.
5. The start date and date of completion of the project; and,
6. List the similarities of your project to the UMB Utility Services Study project.

**NOTE:** Experience noted should demonstrate the Bidder's knowledge and ability to perform similar type work. The Consultant must demonstrate that it has adequate professional staff and depth of experience to perform the Scope of Services during the term of the contract. The Consultant must demonstrate prior successful

experience with modeling clients' energy portfolio costs and performing energy market price and risk evaluations. The Consultant shall note evaluation models used successfully to model supply assumptions and energy market price risk volatility. The Consultant shall disclose the number of years of experience it has with performing energy portfolio cost risk evaluations for clients. The Consultant must describe prior experience with assisting district utility service customers on long-term steam supply contract negotiations.

- b. **Firm References:** The references of customers of previous similar work given in #2.a above will be checked by the University.

In addition, provide one (1) additional, project reference for the University to check and with each provide a brief description of the project completed for each. (label as additional reference)

All references should include a contact person who can comment on your firm's ability and performance on a project of this type.

It is imperative that contact names and phone numbers be given for the projects listed and be accurate. In addition, the University reserves the right to check other sources available. References will be held in the strictest of confidence by the University.

- c. **PROJECT SPECIFIC BACKGROUND:** In response to this multi-step bid, bidders are to complete the "Project Specific" form included with the multi-step bid package. By completing this form, a summary of the firm's specific expertise and experience in completing a similar project is to be provided, including, but not limited to:

1. A description of other projects performed by your firm or your firm's personnel where there were similar circumstances (i.e., distributed generation projects, economic studies for utility contracts, higher education, medical research, etc)  
NOTE: The parameters of projects given in response to Items 2.a above do not apply.
2. Provide a detailed but concise, overall description (developed in response to this bid) of **how** the Consultant(s) Key Personnel will be organized and managed and **how** work will be performed per the scope of work contained in the bid documents. The information to be provided under this category is to include, but not limited to, particular challenges which this project presents and how the Bidder would address these challenges.
3. Comment on the feasibility of completing the project within the identified twelve (12) month timeframe. Identify any extraordinary measures needed to achieve the work within the required schedule.

3. **COMPANY PROFILE:** Note: The information requested in this criteria (Item 3.b and 3.c below) are to be provided on the **local office only who will be managing the contract**, not on the parent organization, unless the parent organization is the Bidder.

- a. Complete the "**Company Profile**" form included with this bid package. Please be sure to include a brief, but informative, history of your firm and its background in doing work similar to the UMB Utility Services Study Project.
- b. Complete the "**Annual Sales Volume**" form included with this bid package for the last three years (2015-2017).
- c. Complete the "**Current Work Load**" form included with this bid package on which you are to 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, (i.e. resources, personnel, etc) to accomplish the proposed services on this project with specified time frame in the space provided on this form.

#### **4. WORK PLAN**

Submit a work plan upon which the estimate for the total contract price should be based. This should demonstrate an understanding of the issues and subjects which will be addressed and provide the University and the Consultant a written document to refer to throughout the project.

The project schedule shall include the estimated time required to complete each step in the scope of work, including estimated start and completion dates. The number of hours allocated to each individual by each task should be indicated with a project schedule-type display showing each activity in the proposed work plan. A summary time estimate will work closely with the Consultant throughout the engagement in order to assess the project's progress and status. The plan must include an appropriate number of kick-off and regular meetings, information gathering and disseminating sessions, and updates with key University personnel to understand and discuss the University's issues and concerns.

Ensure a sufficient number of meetings with the University to provide the University Staff with preliminary findings and strategies based upon the available data. This shall include conducting "reality checks" the University and feedback regarding the projects, phasing, intentions, rate suggestions, revenue sources, and the like that would be acceptable to the University. Consultant shall meet with the University to identify potential changes to projects and/or phasing of projects, to present findings, to demonstrate the effects(s) of various scenarios on the comprehensive plan and rate structures, and to obtain a consensus on the scenario(s) presented.

#### **5. 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 one of the successful Consultants. Such items include, but not limited to, (i) contract dollars to be recycled into Maryland's economy in support of this contract, through the use of Maryland sub consultants and supplies; (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 subdivision; and (iv) subcontract dollars committed to Maryland Small Businesses and MBE's.

**E. EVALUATION PROCEDURE FOR TECHNICAL OFFERS IN MULTI STEP BIDS**

1. Each technical offer will be evaluated by a University Evaluation Committee. Those bidders not achieving at least 75% of the available technical points will not be considered further.
2. Once the technical scores have been tabulated, all bidders will be notified as to the results of the evaluation of their firm's Technical Offer. The Bid Prices of those responsive bidders who achieve at least 75% of the available technical points will be opened publicly at a date and time specified by the University. Those bidders not achieving the minimum technical score or better, pricing will be returned unopened.
3. The lowest responsible price for the Contract will receive the award. The University reserves the right to award to the low responsible bid based on pricing of the base contract and alternates that are in the best interest of the University.
4. Debriefing of unsuccessful Bidders will be scheduled, upon written request, as soon after the contract recommendation as possible.

END OF SECTION 00300

## SECTION 00400

### SCOPE OF WORK

#### 1. PROJECT INFORMATION

- A. Introduction** - Founded in 1807, the University of Maryland, Baltimore (UMB) is Maryland's only public health, law, and human services university, dedicated to excellence in education, research, clinical care, and public service. UMB enrolls 6,500 students in six nationally ranked professional schools — medicine, law, dentistry, pharmacy, nursing, and social work — and an interdisciplinary Graduate School. The campus precinct also incorporates the University of Maryland Medical System Corporation ("UMMS" is comprised of a 746-bed tertiary care hospital, the Shock Trauma Center, and the Cancer Center) and a 324-bed Department of Veterans' Affairs Medical Center. UMB consists of 71 acres with almost 7.5 million gross square feet of space in 67 buildings (source: [umaryland.edu](http://umaryland.edu) Fast Facts).

In FY16, UMB consumed approximately 134,500 MWh of electric (peak demand of 28.8MW); 322,650 MMBtu of Steam (peak demand of 120 MMBtu/Hr) and 9,500 Dth of Natural Gas. In addition, UMB generates chilled water and cooling on-site via regional chilled water loops and local air-cooled chillers (380,000 Ton-Hr of Cooling with a Peak Demand of 13,500 Tons in 2016). To comply with state-mandated renewable energy goals, UMB purchases over 21,000 MWh of wind and solar annually via three (3) separate Power Purchase Agreements (PPA) (including the Renewable Energy Certificates, RECs). UMB's overall utility costs have grown +4.5% annually since 2000 but only +0.2% since the 2007 shale boom (costs grew +10% annually prior to 2007). Over the past 10 years UMB has been approached on several occasions to consider a joint-venture investment in a Combined Heat and Power (CHP) project. Given how low and stable fuel prices have been recently, the CHP offer seems attractive over the near term. However, all offers are based upon a 20-year term and UMB is concerned with the potential horizon risk.

- B. Objectives** - This project will review UMB's utility services of electric (including renewables), steam, natural gas and chilled water and address the following:
1. Identify the most cost effective means of meeting UMB's future utility demands while ensuring the highest level of service reliability.
  2. Identify potential long-term costs/benefits of on-site co-generation or tri-generation (e.g. Additional standby power capacity for 13kV network; lower carbon footprint and potential hedge against future emissions charges, avoid peaking plant gas distribution optional firm delivery service charges, etc).
  3. Review district steam service provider's network and current contract.



What are the operational/engineering and financial costs/benefits of replacing the district steam network with owner- or 3rd-party financed hot water distribution?

4. UMB's district utility steam service contract will expire in 2019. Review the current steam contract terms/conditions and recommend changes.
5. Review the district chilled water service available to the University and weigh the opportunity for purchase versus other alternatives.
6. For all proposed utility service changes, identify the potential long-term energy and cost savings versus UMB's current energy portfolio. Identify which capital investment strategy is most beneficial – owner-financed, owner-operated; continued reliance on external service providers or a hybrid?
7. In light of recent changes in the energy markets (e.g. '07 Shale boom; impact of energy conservation, renewable portfolio standards and zero-emission credits on capacity markets), what are the potential risks associated with signing a long-term energy supply agreement?
8. If signing a long-term PPA with a 3rd-party is attractive, what is the optimal contract terms/conditions for UMB?
9. The Contract is to be issued for a period of twelve (12) months from the issuance of the Notice to Proceed/Purchase Order.
10. All work is to be performed in accordance with the UMB Consultant Agreement.
11. The Consultant shall complete his work in the time required by the University and in accordance with the requirements stated within the contract.

## **2. SCOPE OF WORK**

- A. Project Location; University of Maryland, Baltimore Campus
- B. The Project consists of: Utility Services Study.
- C. **Consultant Tasks:**
  1. Review 2014 CHP engineering study and economic analysis. Identify potential long-term risks/rewards of on-site co-generation or tri-generation. Recommend optimal ownership strategy and contracting terms/conditions that creates value with manageable risk.
  2. Review 13kV electrical infrastructure changes currently being implemented from 2016 electrical masterplan.
  3. Assess UMB's inter-building steam and chilled water distribution networks; review the campus Facilities Masterplan (FMP) for future load growth and identify potential shortfalls or aging plants with low capacity factors and areas for structural improvement.
  4. Assess the operational and engineering risks/rewards of all infrastructure changes (e.g. compatibility of campus steam demand with co-generation or tri-generation steam output; potential loss in heating service resiliency after disconnecting from district steam

- service provider).
5. Review UMB's current energy portfolio and assess the impact of infrastructure changes on UMB's long-term energy costs. Use consultant's access to energy markets to perform scenario analyses and assess the potential long-term risks/rewards.
  6. Identify optimal contract terms/conditions for extending UMB's district utility steam service contract. Use forward energy market pricing to perform scenario analyses and model changes in contract terms/conditions.
  7. Identify opportunities to utilize the district chilled water service.
  8. Identify the potential reduction in UMB's carbon footprint (where applicable). Also consider the impact of potential regulatory changes (e.g. likelihood of future emissions' charges; implementation of Clean Power Plan or other carbon rules).
  9. Assist UMB with performing the budgeting and financing analyses required to support recommendations (including cost estimates and schedule forecasting for both the design and construction of all capital improvements).

**D. Consultant Services:**

1. **Engineering Report:** Develop an engineering report for each proposed infrastructure change. The report will be an initial assessment of the potential benefits from an operations, maintenance and engineering viewpoint. Submit a Budget Cost Estimate at this phase. Attend meetings with University personnel representing the client, facilities management, public safety, campus planning, etc. to review the requirements for the project and the project documents submitted in this phase. Respond to review comments.
2. **Concept Design:** Develop a Concept Design for those infrastructure changes approved under the Engineering Report phase in order to vet major costs and assess overall magnitude of investment. Update the Budget Cost Estimate to reflect more granular details of the major cost items. Develop the Concept Design Documents in accordance with the UMB A/E Procedure Manual for Professional Services and the UMB Design Standards. Attend meetings with University personnel representing the client, facilities management, etc. to review the requirements for the project. Respond to review comments.
3. **Feasibility Study:** Develop a feasibility study for the infrastructure changes deemed attractive after the Concept Design phase. For each study, model the long term value by including the initial investment; annual operation, maintenance and financing costs; and annual energy costs (including potential environmental costs). The consultant will consider both owner- and 3rd-party financing (as directed). All financial studies will incorporate recent hourly energy market pricing (e.g. BGE Zone electric; Transco Zone 6 Non-NY gas) and monthly forward market pricing (via CME Group) to determine the impact on UMB's long-term energy portfolio costs (minimum 10-year horizon).

Attend meetings with University personnel representing the client, facilities management, etc. to review the requirements for the project and the project documents submitted in this service. Respond to review comments.

4. Additional Financial Services' Studies: Model UMB's current energy portfolio and assess opportunities to ensure current low escalation rates are not transitory. Model the most recent 3rd-party CHP proposal to identify UMB's best contract terms/conditions. The team will also model the current district utility steam service contract to assess changes in the terms/conditions. All financial studies will incorporate recent hourly local energy market pricing (e.g. BGE Zone electric; Transco Zone 6 Non-NY gas) and monthly forward market pricing (via CME Group) with a horizon based upon the proposal terms/conditions. Attend meetings with University personnel representing the client, facilities management, etc. to review the requirements for the project and the project documents submitted in this service. Respond to review comments.

**E.** All communications on projects are to be directed to the designated UMB Project Manager of Design and Construction or designee only. No instructions, directions, and information are to be given to the Consultant by any other University personnel. All change order work may not proceed until an additional purchase order change order has been issued by the Department of Strategic Sourcing and Acquisition Services for additional work and the applicable additional cost.

**F.** Working hours: Engineering Field Survey hours to be coordinated with the project manager.

**END OF SECTION 00400**

**SECTION 00500**

(INTENTIONALLY OMITTED)

**SECTION 00600**

(INTENTIONALLY OMITTED)

**SECTION 00700**  
**(INTENTIONALLY OMMITED)**

**SECTION 00800**

(INTENTIONALLY OMMITED)

## **ATTACHMENT A**

- Bid/Proposal Affidavit;
- Certification Regarding Investment Activities in Iran;
- Key Personnel Form
- Consultant Experience Form
- Project Specific Form
- Company Profile Form
- Annual Sales Volume/Number of Projects Form
- Current Workload Form
- Acknowledgement of Receipt of Addenda (If Required)
- Schedule B



## **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 subconsultants 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, subconsultant, 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 subconsultants, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

#### **B-1. Certification Regarding Minority Business Enterprises.**

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

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract;  
or

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

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

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

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

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

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

- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**E. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

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

entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. 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

(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 §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)



**CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN**

**Ref: Maryland Board of Public Works Advisory Number 2013-1**

1. The undersigned certifies that, in accordance with State Finance & procurement Article §17-705:

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

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article §17-702.

Or;

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

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\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

Note: List is available at: <http://bpw.maryland.gov>  
Click on "Debarments"

**UMB UTILITY SERVICES STUDY**

**BID# 17-381 PS  
KEY PERSONNEL FORM**

1. **PERSON'S NAME:** \_\_\_\_\_

2. **POSITION TO BE ASSIGNED:**

- |  |  |
|--|--|
| <input type="checkbox"/> Principal In Charge     | <input type="checkbox"/> Structural Engineer       |
| <input type="checkbox"/> Lead Engineer           | <input type="checkbox"/> Civil Engineer            |
| <input type="checkbox"/> Energy Engineer/Manager | <input type="checkbox"/> Mechanical Engineer       |
| <input type="checkbox"/> Utility Engineer        | <input type="checkbox"/> Financial Service Analyst |

3. **PERCENT OF TIME TO BE DEDICATED TO UMB'S PROJECT:** \_\_\_\_\_%  
(Based on a 40 hour work week; i.e. 20 hours per week is considered to be 50% time commitment.)

4. **OTHER PROJECTS TO WHICH THIS PERSON WILL BE ASSIGNED DURING THE SAME TIME PERIOD AS THE UMB PROJECT SCHEDULE:**

PROJECT NAME & GEOGRAPHIC LOCATION:	ROLE:	% TIME
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

5. **EDUCATIONAL BACKGROUND:**

Institution	Degree/Diploma/ Certificates	Major (if any) & Date Received
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

6.1 **CURRENT EMPLOYER'S NAME:** \_\_\_\_\_

DATES OF EMPLOYMENT: \_\_\_\_\_

POSITION HELD

DURATION BY DATE

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

6.2 PRIOR EMPLOYER'S NAME: \_\_\_\_\_

DATES OF EMPLOYMENT: \_\_\_\_\_

POSITION HELD

DURATION BY DATE

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6.3 PRIOR EMPLOYER'S NAME: \_\_\_\_\_

DATES OF EMPLOYMENT: \_\_\_\_\_

POSITION HELD

DURATION BY DATE

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

7. **PROJECT REFERENCES:** (Note: It is preferable that these references be from the project experience provided as an attachment to this Key Personnel Form; if this is the case, you need only indicate "see attached" under the Description of Contract/Project Done item. As indicated in the bid document, such references are to be **project references not employment references**; that is, the University is interested in speaking to a Project Owner regarding the person's performance on a particular project.)

7.1 CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

KEY PERSON'S ROLE IN PROJECT: \_\_\_\_\_

DESCRIPTION OF CONTRACT/PROJECT DONE: \_\_\_\_\_

\_\_\_\_\_

7.2 CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

KEY PERSON'S ROLE IN PROJECT: \_\_\_\_\_

DESCRIPTION OF CONTRACT/PROJECT DONE: \_\_\_\_\_

\_\_\_\_\_

7.3 CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

KEY PERSON'S ROLE IN PROJECT: \_\_\_\_\_

DESCRIPTION OF CONTRACT/PROJECT DONE: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. **SIMILAR PROJECT/CONTRACT EXPERIENCE:** Please note: A **minimum of THREE (3) projects** are to be listed **for each key person.**)

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

9.1 PROJECT NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

START DATE: \_\_\_\_\_ COMPLETION DATE: \_\_\_\_\_

KEY PERSON'S ROLE IN PROJECT: \_\_\_\_\_

PROJECT DOLLAR AMOUNT: \_\_\_\_\_

DESCRIPTION OF CONTRACT/PROJECT DONE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.2 PROJECT NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

START DATE: \_\_\_\_\_ COMPLETION DATE: \_\_\_\_\_

KEY PERSON'S ROLE IN PROJECT: \_\_\_\_\_

PROJECT DOLLAR AMOUNT: \_\_\_\_\_

DESCRIPTION OF CONTRACT/PROJECT DONE: \_\_\_\_\_

\_\_\_\_\_

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9.3 PROJECT NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

START DATE: \_\_\_\_\_ COMPLETION DATE: \_\_\_\_\_

KEY PERSON'S ROLE IN PROJECT: \_\_\_\_\_

PROJECT DOLLAR AMOUNT: \_\_\_\_\_

DESCRIPTION OF CONTRACT/PROJECT DONE: \_\_\_\_\_

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EXPERIENCE FORM (Complete for three (3) similar/relevant contracts.)

PROPOSER: \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

CONTRACT NAME: \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

PROJECT DOLLAR AMOUNT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACT TERM: FROM: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TO: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

PRINCIPAL IN CHARGE FOR OFFERER: \_\_\_\_\_

LEAD ENGINEER FOR OFFERER: \_\_\_\_\_

PROVIDE A BRIEF, BUT DETAILED, DESCRIPTION OF THIS CONTRACT SCOPE FOR SERVICES:

SIMILARITIES OF YOUR CONTRACT SCOPE TO REQUIREMENTS OF UMB:

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





**PROJECT SPECIFIC FORM**  
**UMB UTILITY SERVICES STUDY**  
**BID# 17-381 PS**

In response to this multi-step bid, bidders are to provide with the multi-step bid the following:

1. Summarize your firm's specific expertise and experience in performing Projects where there were similar circumstances (Utility Service Study setting, higher education, medical research/medical facility etc.), to the University's project. **Projects cited should differ from those listed under Firm Experience (00300, Item 2.1). As well, the parameters of 00300, Item 2.1 do not apply to this summary.**

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2. Provide a detailed but concise, overall description (developed in response to this bid) of **how** the Consultant(s) Key Personnel will be organized and managed and **how** work will be performed per the scope of work contained in the bid documents. The information to be provided under this category is to include, but not limited to, particular challenges which this project presents and how the Bidder would address these challenges.

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3. Comment on the feasibility of completing the project within the identified twelve (12) month timeframe for substantial completion. Identify any extraordinary measures necessary to achieve the work within the required schedule.

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Note: Please use a separate sheet to submit your answers if necessary space is needed.

**COMPANY PROFILE**  
**BID# 17-381 PS**

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS OF PARENT COMPANY:** \_\_\_\_\_

**DATE OF INCORPORATION:** \_\_\_\_\_ **STATE OF INCORPORATION:** \_\_\_\_\_

**TYPE OF ORGANIZATION (I.E., CORPORATION, PARTNERSHIP, INDIVIDUAL, JOINT VENTURE):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NUMBER OF GEOGRAPHIC LOCATIONS:** \_\_\_\_\_

**LOCATION OF ALL GEOGRAPHIC OFFICES (if applicable) AND THEIR FUNCTION**

**LOCATION:**

**FUNCTION:**

_____	_____
_____	_____
_____	_____

**LOCATION OF BRANCH OFFICE WHICH WILL SERVICE UMB, BALTIMORE:**

\_\_\_\_\_

**TYPE OF SERVICES WHICH WILL BE PROVIDED BY BRANCH OFFICE WHICH WILL SERVICE UMB:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TYPE OF SERVICES WHICH WILL BE PROVIDED BY PARENT COMPANY TO UMB:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TYPE OF SUPPORT SERVICES PROVIDED BY PARENT OFFICE TO THE BRANCH OFFICE WHICH WILL SERVICE UMB:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPANY PROFILE, continued**

**PAGE 2 OF 2**

**# OF YEARS IN BUSINESS \_\_\_\_\_ # OF YEARS IN BUSINESS \_\_\_\_\_**  
**(PARENT OFFICE) (BRANCH OFFICE)**

**# OF YEARS IN BUSINESS UNDER PRESENT NAME: \_\_\_\_\_**

**OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:**

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**NAME OF PRINCIPAL(S) AND TITLE(S):**

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**BRIEF HISTORY OF COMPANY: \_\_\_\_\_**

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**TOTAL COMPANY/ OFFICE WHICH WILL SERVICE UMB:**

	<b><u>Total Company</u></b>	<b><u>Office Servicing UMB</u></b>
<b>NUMBER OF EMPLOYEES:</b>	_____	_____
<b>NUMBER OF LEAD ENGINEERS:</b>	_____	_____
<b>OTHER PERSONNEL:</b>	_____	_____

**ANNUAL SALES VOLUME/NUMBER OF PROJECTS  
UMB UTILITY SERVICES STUDY  
BID# 17-381 PS**

BIDDING FIRM: \_\_\_\_\_

<b>YEAR SALES VOLUME-\$ # OF Projects Completed</b>			<b>LARGEST PROJECT SIZE</b>
<u>2017</u>	\$ _____	# _____	\$ _____
<u>2016</u>	\$ _____	# _____	\$ _____
<u>2015</u>	\$ _____	# _____	\$ _____

The above figures should be for the **local** company, which will service the University.

**RFP FOR UMB UTILITY SERVICE STUDY**  
**RFP #17-381 PS**  
**CURRENT WORKLOAD**

PROPOSING FIRM: \_\_\_\_\_

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)	ASSIGNED PRINCIPAL IN-CHARGE	ASSIGNED LEAD ENGINEER
_____	\$ _____	_____ %	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BID NO: **IFB 17-381 PS**  
BID FOR: **UMB UTILITY SERVICES STUDY**

NAME OF BIDDER: \_\_\_\_\_

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

**This form must be included in your response. Vendor must acknowledge receipt of this addenda with their response. Failure to acknowledge receipt of this addenda with your response shall render their response non-responsive and it shall not be considered for award.**

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**SCHEDULE B**  
**University of Maryland, Baltimore**  
**SOLICITATION TERMS & CONDITIONS**  
**November 2006**

Definitions:

- (a) "Vendor" or "Consultant" means a person, partnership, corporation or other entity submitting an offer in response to a University solicitation.
- (b) "Offer" means a quote submitted by a vendor.
- (c) "UMB" means the University of Maryland, Baltimore or any other component of the University System of Maryland (USM) on behalf of which this procurement is made by UMB.
- (d) "Contract" an agreement entered into by UMB for the acquisition of supplies, services, construction, architecture services and engineering services.

Terms:

1. Reservation of Rights. This solicitation creates no obligation on the part of UMB. This solicitation may be cancelled at any time prior to opening of offers. UMB reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services described in the solicitation. Offers may be modified or withdrawn by written notice received prior to the time and date set for opening. UMB reserves the right to accept or reject any and all offers in whole or in part. The University reserves the right to make awards by item, groups of items, multiple awards, or on an all or none basis as best serves the interests of the University.
2. Pricing. The unit price shall be considered as the offer price, which will be evaluated by UMB. Separate unit prices shall be submitted for each item; extensions shall be indicated where applicable and total offer price shown when requested. Unless otherwise provided in the solicitation, offer prices are irrevocable for a period of 90 days following the date set for offer opening.
3. Specifications; Equivalents. All materials, equipment, supplies or services shall conform to applicable Federal and State laws and regulations and to the specifications contained in the solicitation. Any manufacturer's names, trades names, brand names, information and/or catalog numbers listed in a specification are for information and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item(s). If offers are based on equivalent products, the vendor shall indicate on the offer form the manufacturer's name and product number and shall submit with the offer cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous offer shall not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. UMB reserves the right to determine acceptance of any items proposed as equivalent. Offers which do not comply with these requirements are subject to rejection. Offers lacking any written indication of intent to offer an alternate brand shall be received and considered in complete compliance with the specifications as listed on the solicitation form.
4. Samples. UMB reserves the right to request and be furnished samples, at no expense to UMB, prior to or after the award, for the purpose of quality and specification evaluation. Samples shall be returned, upon request, at the vendor's expense. UMB does not guarantee that Samples returned will be in the same condition as when submitted.
5. Vendor's Terms and Conditions. The Purchase Order issued by UMB shall constitute the contract between the parties. A VENDOR'S PROPOSED TERMS ARE NOT PART OF THE CONTRACT UNLESS SPECIFICALLY ACCEPTED IN WRITING BY THE PROCUREMENT OFFICER. NO OTHER UNIVERSITY EMPLOYEE CAN ACCEPT OR EXECUTE A CONTRACT FORM OR ACCEPT A VENDOR'S TERMS. Any terms and conditions, including any form contracts, which the vendor proposes to use, shall be submitted (a) by the solicitation closing date in the case of a single step procurement or (b) by the closing date for technical offers, in the case of a multi-step procurement. If a vendor does not submit any proposed terms on a timely basis, its offer will be deemed an offer to contract on UMB's terms. If a vendor timely proposes any non-UMB terms or conditions, the vendor must indicate clearly in writing whether or not its offer is contingent upon the acceptance of any or all of the vendor's terms and conditions. UMB may reject any offer made contingent upon University acceptance of a vendor's terms and conditions.
6. Minority Business Enterprise Notice.
  - (a) Minority business enterprises are encouraged to respond to this solicitation
  - (b) Refer to the specifications of the solicitation for identification of Minority Business Enterprise "MBE" participation goal.
7. Public Information Act Notice. Offerors shall give specific attention to the identification of those portions of their responses that they deem to be confidential, proprietary information or trade secrets and shall provide justification why such materials, upon request, should not be disclosed by UMB under the Public Information Act, Part III, Title 4, General Provisions Article, Annotated Code of Maryland.
8. Arrearages. By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.
9. Bid/Proposal Affidavit. The attached bid/proposal affidavit shall be completed and submitted by the vendor with the bid or proposal. The terms and conditions of the affidavit will be incorporated into and made a part of any contract resulting from this solicitation.
10. Bid Security. Solicitations for construction contracts reasonably expected by the procurement officer to exceed \$100,000 shall require a bid security in an amount equal to at least 5% of the amount of the bid or price proposal. For all other non-construction contracts, refer to the specifications of this solicitation addressing bid security. Absence of any such reference shall mean that no bid security is required. Notwithstanding the above, notice of a bid security is required if a federal law or condition of federal assistance for the contract requires it.
11. Ethics. The Vendor is responsible to assure compliance with the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland. The Public Ethics Law prohibits, under certain circumstances, (i) present and former officials and employees of State agencies, or (ii) businesses in which those persons or their close relations hold employment or economic interests, from submitting bids or proposals, negotiating for themselves or others, or entering into contracts with the State. In the event a violation of the Maryland Public Ethics Law occurs in connection with a Vendor's response to this solicitation or a resulting contract award to a Vendor, the University reserves the right to reject the proposal or declare an event of default of the contract awarded to the Vendor. Any Vendor with concerns about compliance with the Maryland Public Ethics Law is encouraged to contact the State Ethics Commission for more information.
12. Rights in Inventions. For the consideration payable under this Contract, Vendor agrees to report any invention arising out of the Work required by this Contract to UMB. UMB shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Vendor hereby assigns all right, title and interest in and to inventions made in the course of the Work to UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.
13. Copyrights. For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMB shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the UMB.
14. Acknowledgement of Addenda. If it becomes necessary to revise any part of the bid, addenda will be posted to the eBid Board website at [www.procurement.umaryland.edu](http://www.procurement.umaryland.edu) <<http://www.procurement.umaryland.edu>>. It is the responsibility of the bidder to check the website frequently until the opening date for addendums, amendments, and changes. A written acknowledgement of the receipt of all amendments,



addenda, and changes issued shall be required from all vendors submitting a bid.

15. Conflict of Interest. An individual or a person that employs an individual who assists the University in the drafting of specifications, an invitation for bids, a request for proposals for a procurement or the selection or award made in response to an invitation for bids or request for proposals may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.

16. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Consultant acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Consultant agrees that Consultant's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Consultant shall promptly execute such Business Associate Agreement upon the University's request. Consultant shall also cause any subconsultant, agent, or party under Consultant's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

## PURCHASE ORDER TERMS & CONDITIONS

March 2007

1. Parties. The parties to this Contract are the Consultant identified on the Purchase Order ("P.O.)/Contract and UMB. In contractual matters, UMB shall be represented by a Procurement Officer designated in writing by UMB. The original Procurement Officer for this Contract is named on the P.O., which designation may be changed from time to time by UMB. If UMB is acting as procurement agent for another institution in the University System of Maryland, such institution is the party in interest under the Contract, and will be identified on the P.O. For such contracts, all rights and liabilities of UMB pursuant to the Purchase Order and applicable law shall be the rights and liabilities of that institution, which the UMB may exercise as agent, and UMB shall have no liability to the Consultant pursuant to the Contract. If more than one person or entity is identified on the P.O. as Consultant, each of them shall have joint and several liability for the performance of this Contract.

2. Conflicting Terms. Any proposal for terms in addition to or different from those set forth in this P.O. or any attempt by the Consultant to vary any of the terms of this P.O. by Consultant's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Consultant without the additional or different terms. If this P.O. is an acceptance of a prior offer by the Consultant, the acceptance is expressly conditioned upon Consultant's assent to any additional or different terms contained herein. The Consultant understands and agrees that the terms and conditions of this P.O. may not be waived.

3. Clauses Incorporation by Reference. This Contract consists of the terms and conditions of this P.O. and any amendments of the P.O. All terms and conditions of the solicitation, and any amendment thereto, are made a part of this Contract.

4. Invoices. A separate invoice for this P.O. or for each shipment shall be rendered following shipment. All invoices must be forwarded directly to the Accounts Payable Department, University of Maryland, Baltimore, Saratoga Street Offices, Level 02 Room 02-123, 220 Arch St., Baltimore, Maryland 21201-1531. THE CONSULTANT'S FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE INCLUDED ON THE FACE OF ALL INVOICES BILLED TO UMB. Payments to the Consultant pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Consultant. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

5. P.O. Number. The P.O. number must be stated on all related invoices, delivery memoranda, bills of lading, packages, correspondence, and/or MSDS forms (see para. 18).

6. Specifications. All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

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

8. Delays. The Consultant agrees to perform the work continuously and diligently, and no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in the Contract.

9. Tax Exemption. UMB is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption Certificates shall be completed upon request. Where a consultant is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Consultant shall pay the Maryland Sales Tax and the exemption does not apply.

10. Non-Hiring of Employees; Conflict of Interest. (a) No official or employee of the State, as defined under State Government Article, SS15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the consultant or any entity that is a subconsultant on this contract.

11. Non-Discrimination in Employment and Equal Opportunity. (a) The Consultant agrees 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 and to post, and to cause subconsultants to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

12. Financial Disclosure. The Consultant shall comply with State Finance and Procurement Article, 13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State 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 certain specified information to include disclosure of beneficial ownership of the business.

13. Political Contribution Disclosure. Consultant shall comply with, and require its officers, directors, and partners to comply with, the provisions of Election Law Article, Annotated Code of Maryland, Section 14-101 *et seq.*, which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$200,000 or more from public business, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the lease or contract term on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

14. Anti-Bribery. The Consultant warrants that neither it nor any of its officers, directors, or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

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

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

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

18. OSHA; MSDS. All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards. Pursuant to 29 CFR part 1910, where applicable, an MSDS for the products supplied or used in carrying out this Contract must be sent to:

University of Maryland, Baltimore  
Associate Director for EHS  
714 West Lombard Street  
Baltimore, MD 21201-1010

19. Termination for Convenience. Upon written notice to the Consultant, UMB may terminate this Contract, in whole or in part, whenever UMB shall determine that such termination is in its best interest. UMB shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Consultant may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies & Procedures.

20. Termination for Default. When the Consultant has not performed or has unsatisfactorily performed the Contract, payment shall be withheld at the discretion of the State. Failure on the part of the Consultant to fulfill contractual obligations shall be considered just cause for termination of the Contract and the Consultant is not entitled to recover any costs incurred by the Consultant up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies & Procedures.

21. Disputes. This Contract shall be subject to USM Procurement Policies & Procedures. Pending the resolution of a claim, the Consultant shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

22. Multi-Year Contracts. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Consultant may not recover anticipatory profits or costs incurred after termination.

23. Intellectual Property. Consultant agrees to defend upon request and indemnify and save harmless UMB, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

24. Maryland Law. The provisions of this Contract shall be governed by the laws of Maryland.

25. Pre-Existing Policies & Procedures. The USM Procurement Policies & Procedures in effect on the date of execution of this Contract are applicable to this Contract.

26. Indemnification. UMB shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.

27. Drug and Alcohol Free Workplace. The Consultant warrants that the Consultant shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the consultant shall remain in compliance throughout the term of this purchasing order.

28. Retention of Records. The Consultant shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

29. Ethics. This purchase order is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any UMB employee in connection with this procurement.

30. Rights in Inventions. For the consideration payable under this Contract, Vendor agrees to report any invention arising out of the Work required by this Contract to UMB. UMB shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Vendor hereby assigns all right, title and interest in and to inventions made in the course of the Work to the UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

31. Copyrights. For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMB shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the UMB.

32. Ownership of Documents. All documents which are prepared by the Vendor and form a part of its services shall be the property of UMB and shall be delivered to UMB upon termination of this Contract if UMB so requests. The Vendor shall be responsible for the protection and/or replacement of any original documents in its possession. UMB shall receive all original drawings and the Vendor shall retain a reproducible copy.

33. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Consultant acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Consultant agrees that Consultant's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Consultant shall promptly execute such Business Associate Agreement upon the University's request. Consultant shall also cause any subconsultant, agent, or party under Consultant's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.



## ATTACHMENT B

### **Contract Documents**

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

- UMB Consultant Service Agreement;
- Contract Affidavit;
- MBE Attachment H-2, MBE Attachment H-3A and MBE Attachment H-3B (**See Attachment H for Forms**);

Consulting Agreement  
University of Maryland, Baltimore  
Administrative or Technical Services  
P.O. No.

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between the University of Maryland, Baltimore (“UMB”), a constituent institution of the University System of Maryland (“USM”), and \_\_\_\_\_ with principal offices located at \_\_\_\_\_ (“Consultant”).

Recitals. The Consultant has been awarded a contract to provide services for UMB upon the terms and conditions set forth herein, and the Consultant is willing to undertake those services (“the Project”) upon such terms and conditions. The Consultant represents that the Consultant is professionally qualified to render the professional services required by UMB, as explained in its solicitation response. **The Consultant affirms that Consultant and members of the Consultant’s professional team providing services under this Agreement (“Consulting Team”) are not Maryland State employees and as well, if this Consulting Services Agreement is Federally funded (i.e. 02-5-xxxxx account), are not Federal Employees.** If Consultant or any member of the Consulting Team is a former state employee who retired under SB1 of 1996, Consultant affirms that established protocol has been followed, including receipt of approval from the Board of Public Works that the retired state employee may provide services under this Agreement.

NOW, THEREFORE, UMB and the Consultant agree as follows:

1.0 Professional Services

1.1 The Consultant shall perform the Project as described in Exhibit A to this Agreement. Services shall be performed in accordance with the schedule included in Exhibit A, or, if no such schedule is included, in accordance with a schedule agreed upon in writing by the parties at a future date and adopted as an amendment to Exhibit A. The Consultant shall perform the Project as expeditiously as is consistent with good professional skill and care and the orderly progress of the Project.

1.2 The maximum fee for the Consultant's professional services is \_\_\_\_\_. The Consultant's fees for services required to complete the Project shall not exceed the maximum fee.

1.3 The UMB Office of \_\_\_\_\_ will designate a staff member to act as coordinator (“Project Coordinator”) between UMB and the Consultant. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Consultant should be directed to the Project Coordinator and also to any other UMB personnel designated by the Project Coordinator. Direct contact or communication by the Consultant with other UMB offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.

1.4 The professional consulting team for the Project shall be the same team identified in the Consultant's submittal responding to UMB's solicitation unless (a) a change is requested by the Consultant and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Consultant shall make an appropriate substitution, subject to UMB's approval, and notify UMB in writing. Major changes in the Consultant's organization or personnel (other than the Consulting Team) shall be reported to UMB in writing as they occur.

1.5 All terms and conditions of UMB's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Consultant for changes in the solicitation or the terms and conditions of the contract are not binding upon UMB and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by UMB.

2.0 PRESS RELEASES

Neither the Consultant nor any member of the Consulting Team shall issue any press release to any publication, including newspapers, without first clearing the text with and receiving prior written approval from the Project Coordinator.

### 3.0 MONTHLY PROGRESS REPORT AND SCHEDULES (if applicable)

3.1 The Consultant shall file with the Project Coordinator a monthly progress report and schedule for the Project. One copy shall be sent to the Project Coordinator in sufficient time to be received no later than the tenth day of the month immediately following the end of the month covered by the report.

3.2 Each report shall include a summary of accomplishment during the past month, a projection of work to be accomplished during the month the report is filed, and a long-range projection of work to be accomplished during the next three months. Any information requirements from UMB and the dates such information is necessary in order to maintain the schedule shall be specifically identified in these reports.

3.3 A monthly report and schedule shall be submitted until the Project is completed.

3.4 The schedule shall clearly show (under "Remarks") the reason(s) for any delay(s) such as Project clarification or revision, delay in receipt of UMB information or approvals, etc., and shall include the dates that each delay started and ended.

### 4.0 PAYMENTS

4.1 Payment requests (invoices) shall be sent to the Accounts Payable Department, University of Maryland, Baltimore, Saratoga Street Offices, Level 02 Room 02-121, 220 Arch Street, Baltimore, MD 21201-1531.

4.2 Invoices shall be presented at the beginning of each month covering service during the previous month. The Consultant shall furnish each invoice with the Purchase Order or Contract number clearly indicated.

4.3 No invoice will be processed if there is a dispute between UMB and the Consultant as to the current or cumulative services provided.

4.4 UMB's approval of periodic payments to the Consultant shall not constitute, in any sense, approval or acceptance by UMB of the Project work performed through the date of the invoice or of the Consultant's assertion of percentage of the Project work completed through the date of the invoice.

4.5 When required by UMB to substantiate the degree of completion claimed in any application for periodic payments, the Consultant shall furnish UMB with copies of the documents evidencing the degree of completion claimed.

4.6 All Consultant invoices to UMB shall set forth the Consultant's Federal Employer identification number, which is \_\_\_\_\_.

### 5.0 PROJECT REVIEW MEETINGS

If so requested by the Project Coordinator, the Consultant shall meet as soon as possible after execution of this Agreement with the Project Coordinator and other UMB staff to discuss final details relative to commencement of and performance of the Project, invoices and payments, or other issues related to the Project work.

### 6.0 OWNERSHIP OF DOCUMENTS

6.1 All documents which are prepared by the Consultant or any member of the Consulting Team that form a part of the Project work under this Agreement shall be the property of UMB and shall be delivered to UMB upon termination of this Agreement if UMB so requests. The Consultant shall be responsible for the protection and/or replacement of any original documents in its possession. UMB shall receive all original drawings, renderings, reports, or other materials, together with electronic copies of these items if available, and the Consultant shall retain a reproducible copy.

6.2 For the consideration payable under this Agreement, all work product required by this Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMB shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The Consultant hereby assigns all rights, title and interest in and to the work to UMB and agrees to require all members of the Consulting Team, as well as any agents or subcontractors of Consultant involved in Project work, to agree in writing that they assign to UMB all right, title and interest in work product required by this Agreement.

6.3 For the consideration payable under this Agreement, the Consultant agrees to report promptly to UMB any invention arising out of the Work required by this Agreement. UMB shall have sole right and authority to seek statutory patent protection under

United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Consultant or a member of the Consulting Team as part of the performance of Work. The Consultant hereby assigns all right, title and interest in and to inventions made in the course of the Work to UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Consultant shall require all members of the Consulting Team, as well as any agents or subcontractors of Consultant involved in Project work, to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment to UMB of inventions arising out of the Project work.

7.0 UMB PROCUREMENT TERMS AND CONDITIONS

7.1 to 7.12 of SCHEDULE 1 to this Agreement, attached hereto and incorporated herein by reference, include additional contract terms and conditions relating to administration of this Agreement when the value of this Agreement will NOT EXCEED \$100,000.00. These terms and condition are a part of this Agreement.

For Contracts exceeding \$100,000.00, the terms and conditions of SCHEDULE 2 are attached hereto and incorporated by reference.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless UMB, the State of Maryland, University System of Maryland ("USM"), and their respective agents, servants and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project work by the Consultant, provided that such claim, damage, loss, or expense is caused in whole or in part by any negligent or willful act or omission of the Consultant or any employee, agent or subcontractor of the Consultant. This obligation is not intended to be or to imply a waiver of the sovereign immunity of UMB, USM or the State of Maryland. The University does not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this Agreement.

9.0 INSURANCE (if applicable, refer to Schedule I and modify as necessary)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers or officials.

BY SIGNING BELOW, THE CONSULTANT AFFIRMS THAT CONSULTANT AND ALL MEMBERS OF THE CONSULTING TEAM ARE NOT MARYLAND STATE EMPLOYEES. AS WELL, IF THIS CONSULTING AGREEMENT IS FUNDED BY A FEDERAL GRANT (I.E. 02-5-XXXXX ACCOUNT SEE FAS NO. BELOW), CONSULTANT AFFIRMS THAT CONSULTANT AND ALL MEMBERS OF THE CONSULTING TEAM ARE NOT FEDERAL EMPLOYEES. AS WELL, IF CONSULTANT OR ANY MEMBER OF THE CONSULTING TEAM IS A FORMER STATE EMPLOYEE WHO RETIRED UNDER SB 1 OF 1996, CONSULTANT AFFIRMS REQUIRED PROTOCOL HAS BEEN FOLLOWED, INCLUDING RECEIPT AND APPROVAL FROM THE BOARD OF PUBLIC WORKS THAT THE RETIRED STATE EMPLOYEE MAY PROVIDE SERVICES UNDER THIS AGREEMENT.

UMB:

Consultant:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title, UMB Procurement Services\*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**\*NOTE: Contract is not valid unless signed by UMB's DPS.**

XX  
BUDGETARY DATA:  
Requisition No.  
FAS No.  
Title  
XX

**EXHIBIT A**

To CONSULTING SERVICES AGREEMENT ("Agreement") made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the University of Maryland, Baltimore ("UMB") and \_\_\_\_\_ ( "Consultant").

This document is Exhibit A to the Agreement.

Consultant warrants that it will provide all services necessary to fulfill the complete scope of services outlined in the specifications for the quoted costs noted on this Exhibit.



## SCHEDULE 1 TO CONSULTING AGREEMENT FOR ADMINISTRATIVE OR TECHNICAL SERVICES

### Explanation of Terms

As used in Schedule 1, "State" means UMB, as an individual instrumentality of the State, or all State agencies, units, and instrumentalities collectively, as required by the context of the use; "Agreement" means the Agreement to which this Schedule 1 is attached; and "Work" means the work of the Consultant required to complete the Project.

- 7.1 Maryland Law** - The laws of Maryland shall govern the interpretation and enforcement of this Agreement.
- 7.2 Termination for Convenience** - The University may terminate this Agreement, in whole or in part, without showing cause upon prior written notice to the Consultant specifying the extent and the effective date of the termination. The provisions of the USM Procurement Policies and Procedures, including the determination of rights and obligations of the parties, shall govern termination.
- 7.3 Termination for Default** - When the Consultant has not performed or has unsatisfactorily performed the Agreement, payment shall be withheld at the discretion of the University. Failure on the part of a Consultant to fulfill contractual obligations shall be considered just cause for termination of the contract and the Consultant will not be entitled to recover any costs incurred by the Consultant up to the date of termination. The provisions of USM Procurement Policies and Procedures hereunder, including the determination of the rights and obligations of the parties, shall govern termination.
- 7.4 Changes** - This Agreement may be amended with the consent of both parties. Amendments may not change significantly the scope of the Agreement.
- 7.5 Disputes** - This Agreement shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Consultant shall proceed diligently with the performance of the Agreement in accordance with the Procurement Officer's decision. Claims not resolved by action of the Procurement Officer may be reviewable by the Maryland Board of Contract Appeals in accordance with State law.
- 7.6 Suspension of Work** - The Procurement Officer unilaterally may order the Consultant in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.
- 7.7 Delays and Extension of Time** - The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without fault or negligence of the Consultant, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Consultant, its subcontractors or suppliers.

- 7.8 Nondiscrimination in Employment** - The Consultant 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, and (b) 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.
- 7.9 Contingent Fee Prohibition** - The Consultant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.
- 7.10 Ethics** - This Agreement is cancelable in the event of a violation of the Maryland Public Ethics Law by the Consultant or any University employee in connection with this Agreement.
- 7.11 Intellectual Property** - Consultant agrees to defend upon request and to indemnify and save harmless UMB, its officers,

agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Agreement.

**7.12 Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article 4-301 et seq. ("the Act").** Consultant acknowledges that the University is a HIPAA hybrid covered entity. Consultant agrees that Consultant's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by the University. Such Business Associate Agreement is either attached hereto as Schedule H or Consultant shall promptly execute such Business Associate Agreement upon the University's request. Consultant shall also cause any subcontractor, agent, or party under Consultant's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by the University.

**7.13 Mandated Contractor Reporting of Suspected Child Abuse & Neglect**

The University of Maryland, Baltimore (UMB) and the University System of Maryland (USM) are committed to protecting the safety and welfare of children who come into contact with the UMB community. Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. See Maryland Code Annotated, Family Law Article, Sections 5-701 through 5-708. A copy of the above-referenced USM/UMB Policy and Procedures are available at: [http://www.umaryland.edu/offices/accountability/child\\_abuse.html](http://www.umaryland.edu/offices/accountability/child_abuse.html). The Policy and Procedures are incorporated herein.

Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – *Policy on the Reporting of Suspected Child Abuse and Neglect*, as well as the UMB *Procedures for Reporting Suspected Child Abuse and Neglect*. Specifically, contractors performing work on campus must report suspected child abuse or neglect orally or in writing to: (a) the local department of social services or law enforcement agency; and (b) the University President's Designee (i.e. the UMB Chief Accountability Officer), if the suspected child abuse or neglect: (i) took place in UMB facilities or on UMB property; (ii) was committed by a current or former employee or volunteer of the USM; (iii) occurred in connection with a UMB sponsored, recognized or approved program, visit, activity, or camp, regardless of location; or (iv) took place while the victim was a registered student at UMB.

UMB reserves the right to terminate this contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of UMB, termination is necessary to protect the safety and welfare of children who come into contact with the UMB community.

**CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

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

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — \_\_\_ domestic or \_\_\_ foreign;
- (2) Limited Liability Company — \_\_\_ domestic or \_\_\_ foreign;
- (3) Partnership — \_\_\_ domestic or \_\_\_ foreign;
- (4) Statutory Trust — \_\_\_ domestic or \_\_\_ foreign;
- (5) \_\_\_ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_.

**C. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Annotated Code of Maryland, Section 101 *et seq.*, 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 \$200,000 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.

**E. DRUG AND ALCOHOL FREE WORKPLACE**

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has

determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_ (printed name of Authorized Representative and affiant)

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

## **ATTACHMENT D**

### **University Campus Map**

<http://www.umaryland.edu/map/>

**ATTACHMENT E**

**Intentionally Omitted**

**ATTACHMENT F**

**Intentionally Omitted**



**ATTACHMENT G**  
**BID PRICE FORMS**

BID NO: **17-381 PS**  
BID PRICE DUE: **Friday May 11, 2018 at 2:00 p.m.**  
BID FOR: **UMB Utility Services Study**  
NAME OF BIDDER: \_\_\_\_\_

FID NUMBER: \_\_\_\_\_

**BID PRICE FORMS**

DATE \_\_\_\_\_

Putu Sayeh  
Department of Strategic Sourcing and Acquisition Services  
University of Maryland, Baltimore  
The Saratoga Building  
220 Arch Street, Office Level 02, Rm. 02-100  
Baltimore, MD 21201

Dear Ms. Sayeh:

The undersigned, hereby submits a Bid Price to provide all labor, material, equipment, supervision, subcontracting and other necessary resources as required for the scope of work for the UMB Utility Services Study project as set forth in Bid documents IFB 17-381 PS, dated, April 13, 2018.

Having received clarification on all matters upon which any doubt arose, the undersigned Bidders are to complete the work for the guaranteed pricing listed below. The lowest responsive and responsible bid for the contract will receive award. **BIDDERS ARE NOT TO ALTER, ADD TO, OR DELETE ANYTHING FROM THIS BID PRICE FORM.**

BASIS OF AWARD- Awarded to the lowest responsible and responsive bidder whose offer was determined to be technically acceptable under the criteria set forth in the solicitation and who submitted the lowest total bid price.

BID NO: 17-381 PS

BID PRICE DUE: Friday, May 11, 2018 at 2:00 p.m.

BID FOR: UMB Utility Services Study  
Breakout Pricing

**1. Engineering Report**

\_\_\_\_\_ /  
Dollars

\$ \_\_\_\_\_  
(Words and Figures)

**Concept Design**

\_\_\_\_\_ /  
Dollars

\$ \_\_\_\_\_  
(Words and Figures)

**Feasibility Study**

\_\_\_\_\_ /  
Dollars

\$ \_\_\_\_\_  
(Words and Figures)

**Additional Financial Services Studies**

\_\_\_\_\_ / Dollars

\$ \_\_\_\_\_  
(Words and Figures)

**BASIS OF AWARD** – Award will be based on the lowest total price from the most responsive and responsible vendor who meets all the requirements set forth in the Solicitation.

1. **Engineering Report** \$ \_\_\_\_\_

2. **Concept Design** \$ \_\_\_\_\_

3. **Feasibility Study** \$ \_\_\_\_\_

4. **Additional Financial Services Studies** \$ \_\_\_\_\_

**Total (1+2+3+4)** \$ \_\_\_\_\_

(Figures)

Initials of Signer to Identify Page \_\_\_\_\_

**LUMP SUM BASE BID PRICE – UMB UTILITY SERVICES STUDY**

\_\_\_\_\_ / Dollars

\$ \_\_\_\_\_

(Words and Figures)

MBE Dollars:\$ \_\_\_\_\_ MBE Percentage: \_\_\_\_\_%

Initials of Signer to Identify Page \_\_\_\_\_

BID NO: **17-381 PS**  
BID PRICE DUE: **Friday May 11, 2018 at 2:00 p.m.**  
BID FOR: **UMB Utility Services Study**

**Page 4 of 5**

The bidder shall state all contract pricing in dollars and cents, in both words and figures where indicated. If there is any question or difference between the written words and figures, the written words shall govern.

We understand that this Bid Price can be rejected if it is not received with the necessary 5% Bid Bond. We further understand that the Bid Price will remain in effect for a minimum of 120 days from the due date of the Bid Price.

We understand that the University 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 solicitation documents.

All previously submitted forms, including the Bid Price, Bid/Proposal Affidavit, Minority Business Enterprise Schedule, and Acknowledgement of Receipt of Addenda forms remain in full force and effect.

As well, all terms and conditions as set forth in the bid documents, including those documents issued to solicit Bids, all addenda since that issuance, and our Bid Price are a part of any resulting contract.

Initials of Signer to Identify Page \_\_\_\_\_

The bidder represents, and it is a condition precedent to acceptance of this bid, that the bidder has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

**A. INDIVIDUAL PRINCIPAL**

In Presence of Witness: \_\_\_\_\_

FIRM NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_  
SIGNED \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE: \_\_\_\_\_

---

**B. CO-PARTNERSHIP PRINCIPAL**

\_\_\_\_\_  
(Name of Co - Partnership)

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

In Presence of Witness:

\_\_\_\_\_ as to

BY \_\_\_\_\_  
(Partner)

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

\_\_\_\_\_ as to

BY \_\_\_\_\_  
(Partner)

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

\_\_\_\_\_ as to

BY \_\_\_\_\_  
(Partner)

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

---

**C. CORPORATE PRINCIPAL**

\_\_\_\_\_  
(Name of Corporation)

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

Attest:

\_\_\_\_\_  
[Printed Name of Corporate (or Assistant Corporate) Secretary]

\_\_\_\_\_  
[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY: \_\_\_\_\_  
Signature of Officer and Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ATTACHMENT H**

**MINORITY BUSINESS ENTERPRISE (MBE) FORMS**

**MBE ATTACHMENT H-1A:  
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT  
& MBE PARTICIPATION SCHEDULE**

**INSTRUCTIONS**

**PLEASE READ BEFORE COMPLETING THIS DOCUMENT**

**This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the technical offer. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the technical offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.**

1. Consultant shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subconsultant participation goal stated in the Invitation for Bids or Request for Proposals. Consultant agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Consultant is encouraged to use a diverse group of subconsultants and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
- 3.
4. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
5. Please refer to the MDOT MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
6. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime consultant on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
- 7.



- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
  - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subconsultants used to meet those goals or request a waiver.
  - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
  - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
  - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOMA's website ([www.goma.maryland.gov](http://www.goma.maryland.gov)) for the MBE Prime Regulations Q&A for illustrative examples.
8. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any.
9. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
10. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us) sufficiently prior to the submission due date.
11. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment H-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

### Subgoals (if applicable)

Total African American MBE Participation:	_____7_____%
Total Asian American MBE Participation:	_____4_____%
Total Hispanic American MBE Participation:	_____ %
Total Women-Owned MBE Participation:	_____ %

### Overall Goal

Total MBE Participation (include all categories): \_\_\_\_\_30\_\_\_\_\_%

**MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT &  
MBE PARTICIPATION SCHEDULE**

**This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.**

In connection with the bid/proposal submitted in response to Solicitation No. IFB 17-381 PS, I affirm the following:

**1. MBE Participation (PLEASE CHECK ONLY ONE)**

I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent and all of the following subgoals:

7 percent for African American-owned MBE firms

4 percent for Asian American-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

**OR**

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

**2. Additional MBE Documentation**

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 Working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (Attachment H-1C)
- (b) Outreach Efforts Compliance Statement (Attachment H-2);
- (c) MBE Subconsultant/MBE Prime Project Participation Statement (Attachments H-3A and H-3B);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

### 3. Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

### 4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT certified.

Prime Consultant	Project Description	Project/Contract Number
	UMB Utility Services Study	17-381 PS

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

**SECTION A: For MBE Prime Consultants ONLY (including MBE Primes in a Joint Venture)**

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned  <input type="checkbox"/> Hispanic American- Owned  <input type="checkbox"/> Asian American-Owned  <input type="checkbox"/> Women-Owned  <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____%</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p>Description of the Work to be performed with MBE prime's own forces: _____          _____</p>
--	--

**SECTION B: For all Consultants (including MBE Primes and MBE Primes in a Joint Venture)**

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned  <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned  <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be performed by this MBE: _____%</p> <p>Description of the Work to be Performed:          _____          _____          _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned  <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned  <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be performed by this MBE: _____%</p> <p>Description of the Work to be Performed:          _____          _____          _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned  <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned  <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:          _____          _____          _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned  <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned  <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be performed by this MBE: _____%</p> <p>Description of the Work to be Performed:          _____          _____          _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned  <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned  <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:          _____          _____          _____</p>

MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
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CONTINUE ON SEPARATE PAGE IF NEEDED

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

\_\_\_\_\_  
 Bidder/Offeror Name  
 (PLEASE PRINT OR TYPE)

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

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Printed Name and Title

\_\_\_\_\_  
 City, State and Zip Code

\_\_\_\_\_  
 Date

**SUBMIT THIS AFFIDAVIT WITH TECHNICAL OFFER**

## **MBE Attachment H-1B** **WAIVER GUIDANCE**

### **GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET** **MBE PARTICIPATION GOALS**

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

#### **I. Definitions**

**MBE Goal(s)** – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

**Good Faith Efforts** – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

**Identified Firms** – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

**Identified Items of Work** – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

**MBE Firms** – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

#### **II. Types of Actions Agency will Consider**

The bidder/offeror is responsible for making relevant portions of the work available to MBE subconsultants and suppliers and to select those portions of the work or material needs consistent with the available MBE subconsultants and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

## **A. Identify Bid Items as Work for MBE Firms**

### 1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

### 2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

## **B. Identify MBE Firms to Solicit**

### 1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

### 2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

## **C. Solicit MBEs**

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. "All" Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. "Electronic Means" includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women consultants' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

#### **D. Negotiate With Interested MBE Firms**

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subconsultants, including MBE subconsultants, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE subconsultant's quote and the average of the other subconsultants' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE subconsultant's quote and the average of the other subconsultants' quotes received by the bidder/offeror;



- (c) the percentage that the MBE subconsultant's quote represents of the overall contract amount;
- (d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;
- (e) whether the work described in the MBE and Non-MBE subconsultant quotes (or portions thereof) submitted for review is the same or comparable; and
- (f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.

6. The "average of the other subconsultants' quotes received" by the bidder/offeror refers to the average of the quotes received from all subconsultants. Bidder/offeror should attempt to receive quotes from at least three subconsultants, including one quote from a MBE and one quote from a Non-MBE.

7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

## **E. Assisting Interested MBE Firms**

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

## **III. Other Considerations**

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts,

the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

#### **IV. Documenting Good Faith Efforts**

At a minimum, a bidder/offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

##### **A. Items of Work (Complete Good Faith Efforts Documentation Attachment H-1C, Part 1)**

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

##### **B. Outreach/Solicitation/Negotiation**

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment H-2).**

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment H-1C, Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

##### **C. Rejected MBE Firms (Complete Good Faith Efforts Attachment H-1C, Part 3)**

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE consultant or a statement from the bidder/offeror that the MBE consultant refused to sign the MBE Unavailability Certificate.

##### **D. Other Documentation**

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

**Exhibit A**

**MBE Subconsultant Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of Minority firm)

located at \_\_\_\_\_  
(Number) (Street)  
\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_

in \_\_\_\_\_ County by \_\_\_\_\_  
(Name of Prime Consultant's Firm)

\*\*\*\*\*

2. \_\_\_\_\_ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>Signature of Minority Firm's MBE Representative</b>	<b>Title</b>	<b>Date</b>

MDOT Certification # \_\_\_\_\_ Telephone # \_\_\_\_\_

\*\*\*\*\*

3. To be completed by the prime consultant if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Consultant	Title	Date

# **MBE attachment H-1C**

## **GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

Page \_\_\_ of \_\_\_

<b>Prime Consultant</b>	<b>Project Description</b>	<b>Solicitation Number</b>
	UMB Utility Services Study	17-381 PS

**Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.**

**I AFFIRM THAT I HAVE REVIEWED ATTACHMENT H-1B, WAIVER GUIDANCE. I FURTHER AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF PARTS 1, 2, AND 3 OF THIS ATTACHMENT H-1C GOOD FAITH EFFORTS DOCUMENTATION FORM ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

---

Company Name

Signature of Representative

---

Address

Printed Name and Title

---

City, State and Zip Code

Date

**GOOD FAITH EFFORTS DOCUMENTATION**  
**TO SUPPORT WAIVER REQUEST**

**Part 1 – IDENTIFIED ITEMS OF WORK BIDDER/OFFER MADE AVAILABLE TO**  
**MBE FIRMS**

Page      of     

<b>Prime Consultant</b>	<b>Project Description</b>	<b>Solicitation Number</b>
	UMB Utility Services Study	17-381 PS

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

<b>Identified Items of Work</b>	<b>Was this work listed in the procurement?</b>	<b>Does bidder/offeror normally self-perform this work?</b>	<b>Was this work made available to MBE Firms? If no, explain why?</b>
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

**PLEASE CHECK IF ADDITIONAL SHEETS ARE ATTACHED.**

**GOOD FAITH EFFORTS DOCUMENTATION**  
**TO SUPPORT WAIVER REQUEST**

**Part 2 – identified MBE firms and record of solicitations**

Page     of    

<b>Prime Consultant</b>	<b>Project Description</b>	<b>Solicitation Number</b>
	UMB Utility Services Study	17-381 PS

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Consultant Unavailability Certificate signed by the MBE consultant or a statement from the bidder/offeror that the MBE consultant refused to sign the Minority Consultant Unavailability Certificate (see Exhibit A to MBE Attachment H-1B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 3 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
<b>Firm Name:</b> <hr/> <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE  <input type="checkbox"/> Self-performing
<b>Firm Name:</b> <hr/> <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE  <input type="checkbox"/> Self-performing

**PLEASE CHECK IF ADDITIONAL SHEETS ARE ATTACHED.**

**GOOD FAITH EFFORTS DOCUMENTATION**  
**TO SUPPORT WAIVER REQUEST**

**Part 3 – additional information regarding rejected MBE quotes**

Page      of     

<b>Prime Consultant</b>	<b>Project Description</b>	<b>Solicitation Number</b>
	UMB Utility Services Study	17-381 PS

This form must be completed if Part 2 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

**PLEASE CHECK IF ADDITIONAL SHEETS ARE ATTACHED.**

**MBE Attachment H - 2**  
**OUTREACH EFFORTS COMPLIANCE STATEMENT**

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to Solicitation No. IFB 17-381 PS, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories:

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2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms: \_\_\_\_\_

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4. **Please Check One:**

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS): \_\_\_\_\_

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5. **Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date



## MBE Attachment H-3A

### MBE SUBCONSULTANT PROJECT PARTICIPATION CERTIFICATION

**PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT H-1A) WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.**

Provided that \_\_\_\_\_ (Prime Consultant's Name) is awarded the State contract in conjunction with Solicitation No. IFB 17-381 PS, such Prime Consultant intends to enter into a subcontract with \_\_\_\_\_ (Subconsultant's Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ which will receive at least \$ \_\_\_\_\_ which equals to \_\_\_\_\_ % of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Consultant and Subconsultant acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Consultant and Subconsultant solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subconsultant Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a consultant may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

PRIME CONSULTANT	SUBCONSULTANT
Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____
Address: _____	Address: _____
Telephone: _____	Telephone: _____
Date: _____	Date: _____

**MBE Attachment H-3B**  
**MBE PRIME - PROJECT PARTICIPATION CERTIFICATION**

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT H-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that \_\_\_\_\_ (Prime Consultant's Name) with Certification Number \_\_\_\_\_ is awarded the State contract in conjunction with Solicitation No. IFB 17-381 PS, such MBE Prime Consultant intends to perform with its own forces at least \$ \_\_\_\_\_ which equals to \_\_\_\_\_% of the Total Contract Amount for performing the following products/services for the Contract:

<b>NAICS CODE</b>	<b>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.</b>	<b>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</b>	<b>VALUE OF THE WORK</b>

<p><b>MBE PRIME CONSULTANT</b></p> <p>Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>_____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>_____</p> <p>Telephone: _____</p> <p>Date: _____</p>
--

## MBE Attachment H-4A

### Minority Business Enterprise Participation Prime Consultant Paid/Unpaid MBE Invoice Report

Report #: _____  Reporting Period (Month/Year): _____  <b>Prime Consultant: Report is due to the MBE Liaison by the 10<sup>th</sup> of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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Prime Consultant:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	Fax:	E-mail:																																					
MBE Subconsultant Name:		Contact Person:																																					
Phone:	Fax:																																						
Subconsultant Services Provided:																																							
<b>List all payments made to MBE subconsultant named above during this reporting period:</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%; text-align: center;"><u>Invoice#</u></th> <th style="width: 30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Paid: \$</b></td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Paid: \$</b>		_____	<b>List dates and amounts of any outstanding invoices:</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%; text-align: center;"><u>Invoice #</u></th> <th style="width: 30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Unpaid: \$</b></td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Unpaid: \$</b>		_____
	<u>Invoice#</u>	<u>Amount</u>																																					
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2.																																							
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4.																																							
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1.																																							
2.																																							
3.																																							
4.																																							
<b>Total Dollars Unpaid: \$</b>		_____																																					

- If more than one MBE subconsultant is used for this contract, you must use separate Attachment H-4A forms for each subconsultant.
- Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment H-4B
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

Kathy Bordenski  
 University of Maryland, Baltimore  
 Procurement Services  
 220 Arch Street, Rm. 02-100  
 Baltimore, MD 21201 Phone: 410.706.5122 Fax: 410.706.8577 eMail: [kbordenski@umaryland.edu](mailto:kbordenski@umaryland.edu)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This form must be completed  
monthly by all MBE  
subconsultants.

### MBE ATTACHMENT H-5

#### Minority Business Enterprise Participation Subconsultant Paid/Unpaid MBE Invoice Report

Report#: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 10<sup>th</sup> of the month following the month the services were performed.</b>	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subconsultant Name: _____																																
MDOT Certification #: _____																																
Contact Person: _____		E-mail: _____																														
Address: _____																																
City: _____	State: _____	ZIP: _____																														
Phone: _____	Fax: _____																															
<b>Subconsultant Services Provided:</b>																																
<b>List all payments received from Prime Consultant during reporting period indicated above.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Paid: \$</b> _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Paid: \$</b> _____			<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Unpaid: \$</b> _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Unpaid: \$</b> _____		
	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
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	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
<b>Total Dollars Unpaid: \$</b> _____																																
Prime Consultant: _____		Contact Person: _____																														

**\*\*Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

Kathy Bordenski University of Maryland, Baltimore Procurement Services 220 Arch Street, Rm. 02-100 Baltimore, MD 21201 Phone: 410.706.5122 Fax: 410.706.8577 eMail: <a href="mailto:kbordenski@umaryland.edu">kbordenski@umaryland.edu</a>
--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

## MBE Attachment H-4B

### Minority Business Enterprise Participation MBE Prime Consultant Report

MBE Prime Consultant: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ <b>MBE Prime Consultant: Report is due to the MBE Liaison by the 10<sup>th</sup> of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
--	--

Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	Fax: _____	E-mail: _____

Invoice Number	Value of the Work	NAICS Code	Description of the Work

**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Kathy Bordenski University of Maryland, Baltimore Procurement Services 220 Arch Street, Rm. 02-100 Baltimore, MD 21201 Phone: 410.706.5122 Fax: 410.706.8577 eMail: <a href="mailto:kbordenski@umaryland.edu">kbordenski@umaryland.edu</a>
--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

**MBE ATTACHMENT H-5**  
**Minority Business Enterprise Participation**  
**Subconsultant Paid/Unpaid MBE Invoice Report**

Report#: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 10<sup>th</sup> of the month following the month the services were performed.</b>	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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MBE Subconsultant Name: _____																																
MDOT Certification #: _____																																
Contact Person: _____		E-mail: _____																														
Address: _____																																
City: _____	State: _____	ZIP: _____																														
Phone: _____	Fax: _____																															
<b>Subconsultant Services Provided:</b>																																
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Prime Consultant: _____		Contact Person: _____																														

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Required)

