



UNIVERSITY *of* MARYLAND BALTIMORE

REQUEST FOR PROPOSAL
FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR
NEW SCHOOL OF SOCIAL WORK BUILDING
AT UNIVERSITY OF MARYLAND, BALTIMORE

RFP NUMBER: 20-399 CB
Issue Date: 11/08/2022

Procurement/Issuing Office:

University of Maryland, Baltimore
Construction & Facilities Strategic Acquisitions (CFSA)
Saratoga Building
220 Arch Street, Room 02-100
Baltimore, MD 21201-1531

Procurement Officer:

Jean M. Graziano

Project Management:

UMB Office for Facilities and Operations (FO)
Design & Construction
University of Maryland, Baltimore
620 West Lexington Street, Office Level 06
Baltimore, Maryland 21201-1531

ACCESS:

Anyone requiring special assistance in obtaining a copy of the solicitation, in attending a preproposal conference or in delivering a proposal are requested to contact the Point of Contact within the Issuing Office at least 48 hours in advance. (See Attachment J Item #7)

NOTE:

All Addenda to this procurement will be posted on the UMB Strategic Sourcing and Acquisition Services website at

<https://www.umaryland.edu/procurement/ebid-board/>

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ATTACHMENT J: Solicitation Terms And Conditions, including Definitions

DOCUMENTS

PACKAGED

SEPARATELY: University of Maryland Baltimore, School of Social Work, Part II Program, Dated November 2021 (v3.2)

University of Maryland, Baltimore Procedure Manual for Architectural/Engineering Services dated 03/22/19 w Amendment #1 dated 01/18/22, available at <https://www.umaryland.edu/designandconstruction/design-and-construction-documents/>

University of Maryland, Baltimore Architectural and Engineering Design Standards dated 03/22/19 w Amendment #1 dated 07/02/19, available at <https://www.umaryland.edu/designandconstruction/design-and-construction-documents/>

UMB – Urban Design Guidelines 2010, available at <https://www.umaryland.edu/designandconstruction/design-and-construction-documents/>

Any Addenda, which may be issued prior to the Proposal Due Date.

SECTION 1 SOLICITATION SCHEDULE

All times indicated below are based on the Eastern Time zone.

<u>Issue Date:</u>	November 8, 2022
Pre-Proposal Conference Date:	Wednesday, November 16, 2022 at 10:00 a.m. Virtual Meeting (See Link Below)
Pre-Proposal Conference Location:	Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 279 415 333 549 Passcode: zX9FMu Download Teams Join on the web Or call in (audio only) +1 443-409-5274,,141719970# United States, Baltimore Phone Conference ID: 141 719 970# Find a local number Reset PIN Learn More Meeting options
Deadline for questions: (See Attachment J, Item 7)	Wednesday, November 30, 2022
Technical Proposal Submittal Due Date:	Thursday, December 15, 2022 on or before 2:00 p.m.
Submit Technical Proposal: (See further instructions detailed in Attachment J and required contents detailed in Section 4, Article 1)	proc-oncallbids@umaryland.edu The subject line of your email: 12/15/22 RFP 20-399 CB [Your Company Name] File to be labeled: “20-399 CB –UMB New SSW Bldg – Your Company Name”
Anticipated Date of Notification following the Technical Evaluation regarding shortlist:	Tuesday, January 17, 2023
Oral Interview Sessions for Shortlisted Firms:	These are optional and may be held at the University’s sole discretion. Wednesday, February 15, 2023 and Thursday, February 16, 2023
Anticipated Date of Notification following the Second Phase Technical Evaluation regarding shortlist:	Tuesday, February 21, 2023

Price Proposal Due (<u>only shortlisted Proposers</u> will be invited to submit a Price Proposal)	Tuesday, March 7, 2023 (Instructions regarding Price Proposal submittal will be issued via Addendum to the shortlisted firms.)
Anticipated Date of Notification for Selected Contractor/Contract Award:	Wednesday, March 15, 2023
Contract executed by selected Contractor:	By Monday, March 27, 2023 (Projected)
Board of Public Works Approval:	Wednesday, April 12, 2023 (Projected)

END OF SECTION 1: SOLICITATION SCHEDULE

SECTION 2 GENERAL INFORMATION

Summary:

- 2.1.1 Solicitation Purpose: The purpose of the Request for Proposal (RFP or Solicitation) is for the University of Maryland, Baltimore (UMB) to procure Construction Management at Risk Services (CMAR) for design and construction of the New School of Social Work Building at University of Maryland, Baltimore.
- 2.1.2 Contract Management: UMB's Construction & Facilities Strategic Acquisitions (UMB CFSA) will manage the resulting contract and UMB's Office for Facilities and Maintenance (UMB-FO) will manage the project
- 2.1.3 University System of Maryland: The University System of Maryland (USM) is the state's public higher education system. USM's 12 institutions, 3 regional higher education centers, and system office work closely together to leverage their collective expertise and resources, share best practices, increase the system's effectiveness and efficiency, and advance USM's mission to improve the quality of life in Maryland. For information regarding the other USM institutions, see www.USMD.edu and <https://www.usmd.edu/institutions/>
- 2.1.4 Response to this RFP will consist of:
- A. Technical Proposal: Open to any firm, Joint Venture or other form of collaboration who wish to participate
 - B. Oral Interview/ Presentation (at the University's discretion, by shortlisted firms only), and,
 - C. Price Proposal Phase (by shortlisted firms only)
 - D. See Section 4 Articles 1-4 for further details regarding the proposal requirements and procurement phases.
- 2.1.5 MBE Participation goal and subgoals: see Attachment J, Item 22 and Attachment H.
- 2.1.6 Contract Award: Upon completion of the procurement, a UMB non-exclusive contract (See Attachment B for the Standard Agreement) will be issued to and executed by the successful firm. Upon receipt of applicable approvals, the Contract will be fully executed by UMB.
- 2.1.7 UMB anticipates the recommendation of the award to external approving bodies and the Contract to be in place with the successful Proposer per the Solicitation Schedule.
- 2.1.8 Solicitation Terms and Conditions: In addition to Section 4 Procurement Phases and Evaluation Processes, refer to Attachment J for the governing terms and conditions of this Solicitation.
- 2.1.9 In accordance with Attachment J, the Issuing Office shall be the **sole** point of contact with the University for purposes of questions from potential Proposers as well as the preparation and submittal of proposals in response to this solicitation. (see the Solicitation Attachment J Item #7 for Issuing Office contact information.)
- 2.1.10 Licenses and Qualifications:
- A. Proposers must be licensed as required by the Section 17-601 et seq of the Business Regulation Article of the Annotated Code of Maryland and shall submit proof of current licensing with their proposal.
 - B. The University reserves the right to require that the Construction Manager 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. (See Section 3 of this RFP for further information/details.)

2.1.11 Technical Proposal Closing Date/Due Date and Time:

- A. The Phase 1 submission is to be provided to the Issuing Office in accordance with this paragraph, the Solicitation Schedule, Section 4, and Attachment J.

Proposals are to be submitted electronically attached to an email Delivered to: proc-oncallbids@umaryland.edu .

The subject line of your email: 12/15/22 RFP 20-399 CB [Your Company Name]. The University prefers electronic PDF format that is organized with bookmarks.

File to be labeled: “ 20-399 CB –UMB New SSW Bldg – Your Company Name”

There shall not be any ‘acceptance terms and conditions’ included in the proposal submission.

- B. Refer to the Solicitation Schedule and Section 4 of the RFP for information regarding subsequent submittals during the procurement process.

Note: No pricing is to be provided in the Technical Proposal submittal. This may be requested only of the shortlisted Proposer(s) upon completion of Technical Evaluation(s) and Oral Interviews.

END OF SECTION 2, GENERAL INFORMATION

SECTION 3 SCOPE OF SERVICES

SECTION 3, ARTICLE 1: General Provisions

3.1.1 Institutional Profile of University of Maryland, Baltimore:

The University of Maryland, Baltimore (“UMB” or “the University”) is in the City of Baltimore and is the State of Maryland’s principal professional education and medical center focused on the health and condition of our society. The campus is comprised of the University of Maryland Schools of Dentistry, Law, Medicine, Nursing, Pharmacy, Social Work, the Graduate School, the Thurgood Marshall Law Library, and the Health Sciences and Human Services Library. The campus also encompasses the closely related but independent UMB BioPark, University of Maryland Medical Center (UMMC), including the Shock Trauma and Cancer Centers, the Maryland Institute for Emergency Medical Services Systems, the Institute for Human Virology, and the regional Veterans Administration Medical Center.

The seventy-five-acre campus is comprised of 65 acres occupied by the University of Maryland, Baltimore and 14 acres occupied by the related institutions. The campus is a densely developed urban setting of approximately 23 city blocks at the western edge of Baltimore’s central business district. A daily campus population of over 25,000 persons – including enrollment of more than 6,800 students engaged in professional education, research, health care and outreach services that improve the lives of not only Maryland’s citizens but the world’s population.

UMB’s emphasis on the health and condition of our society is reinforced by its commitment to be a driving force in Maryland’s economy in the bioscience research arena. In 2020, the University was awarded \$687.7 million in grants and contracts. UMB yields more than \$13 in economic activity for each \$1 of state general fund appropriation and is responsible for nearly 23,000 jobs. The University generates over \$3 billion in annual economic impact and provides more than 2 million hours a year in service to the public.

The University has a long and rich tradition of research activities to support the learning that comprises the University’s primary focus. Research elevates the quality of clinical care, community services, and educational programs and raises the excellence of the entire campus. It also positively impacts the retention and recruitment of faculty and staff. In response to the goals set by the Board of Regents, the University established that maintaining a competitive edge as a center of excellence in life and health sciences is a key goal for the entire campus community.

3.1.2 Relationship of University and Construction Manager

The Construction Manager (CM) accepts a relationship of trust and confidence between themselves and the University. The Construction Manager agrees to furnish their best skill and their best judgment and to cooperate with the Architects and Design Engineers in furthering the interests of the University and the project. The Construction Manager shall furnish efficient engineering reviews, business administration, field supervision and shall use his best efforts to perform the work in the best and most expeditious, economical manner consistent with the interests of the University, and in strict conformity with the contract documents, including reasonable implications therein.

3.1.3 Project Team:

The University, the Architect, the Design Engineers and any other project consultants and the Construction Manager (CM) shall be called the "Project Team". It is our intent that the "Project Team" shall work from the beginning of this project through construction completion and that the A/E shall provide leadership to the Project Team during the design phase and the CM shall provide leadership to the Project Team during the construction phase.

The University shall designate a UMB-FO Project Manager who shall be the University contact point during the Design and Construction Phases. This representative shall be the primary channel of communication to the University and shall act as the University's liaison with the Project Team.

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

The University is committed to a "Partnering" approach to the successful design and construction of its projects. The University defines partnering as collaboration among professionals (University, CM, A/E, and Trade Contractors) to maximize the success of a project while understanding and respecting the responsibilities and expertise of each team member. In light of this approach, the University may elect to conduct "Partnering" sessions on this project; a final determination will be made with the awarded A/E and CM firms. In light of this approach, the University has established on this project an allowance to be included in the CM's contract (see Section 3 Article 2, Item 3.2.6.A. for details).

3.1.4 Insurance Coverage Requirements: See Contract General Conditions in Attachment I (Section 00700)

3.1.5 Contractor Reporting of Suspected Child Abuse and Neglect

Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. 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*. A copy of the USM Policy and UMB Procedures are available at <http://www.umaryland.edu/oac/report-a-concern/report-suspected-child-abuse-or-neglect/>

The Policy and Procedures are incorporated herein. The University 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 the University, termination is necessary to protect the safety and welfare of children who come into contact with the University community.

END OF SECTION 3, ARTICLE 1: GENERAL PROVISIONS

SECTION 3, ARTICLE 2: Summary of CM Services

3.2.1 Project Overview:

The purpose of this project is to create a modern School of Social Work building for the University to adequately house its current and projected courses of study, faculty, administration, and associated Program centers. The school is currently scattered across 6 buildings, including two off-campus leased locations. Beyond basic space deficiencies, its principal campus building is obsolete due to numerous intrinsic planning deficiencies, poor access, inflexible teaching spaces, and severely burdensome deferred maintenance needs. The new building will allow for the consolidation of the school's resources and departments into a single facility and will reduce the burden on the school for contracting out leased space for its programs. Housing the entire Social Work program in one physical complex that uses the synergy of teaching, professional training, student/faculty interaction, and cocurricular and extracurricular activities will create a vibrant, diverse, and professional learning and service community.

The University of Maryland, Baltimore envisions a building that embodies our core values of Respect and Integrity, Well-Being and Sustainability, Equity and Justice, and Innovation and Discovery. Additionally, a building that recognizes and reflects the mission of the School of Social Work locally, nationally and internationally. The mission at the University of Maryland School of Social Work is to develop practitioners, leaders, and scholars to advance the well-being of populations and communities and to promote racial, social, and economic justice. As national leaders, the School of Social Work creates and uses knowledge for education, service innovation, and policy development.

It is the intent to construct a functional, durable, and welcoming facility that may be economically operated, maintained and modified in the future to accommodate changing educational programs and technological infrastructure. In addition, and in anticipation of legislation SB528, the University desires to incorporate high-performance strategies into the design of the building, with the goal of obtaining net-zero energy usage (NZE), while conforming to the budget restraints. The term "*high-performance building*" means a building that integrates and optimizes high-performance building attributes and systems, including energy efficiency, durability, life-cycle performance, and occupant productivity. To realize these goals, the University expects innovative and appropriately economical design, construction and operating systems conforming to the constraints of the site and the local economy and climate.

In addition, other objectives that must be addressed by this project include but are not limited to include:

- See Project Program, which is a separate document, for complete details
- Net Zero Energy Usage (NZE) refer to 3.2.4 for further details.

3.2.2 Project Development/Scope:

- A. **Project Delivery Method:** The University will employ the Construction Management at Risk/CM with GMP (CM at Risk) contract method.
- B. The design for the project construction (exclusive of the hazardous material abatement) is to be prepared by an Architect/Engineer under contract with the University.
- C. Under the RFP, the University intends to employ a Construction Management (CM) firm to aid the University in the management of the design and construction processes to perform the following (see Article 3 of this Section 3 for further descriptions). The CM will be providing:
- (1) **Pre-Construction CM Services** for the full development of the project to 100% construction documents inclusive of cost estimating, value engineering, constructability and biddability review during the design phases, identification of delegated design, design assist and alternative delivery methods during the design phases, and issuance of a 100% CD cost estimate that bidding is based on and detailed project schedule against which the Work will be procured and built.
 - (2) **Construction CM Services** with general conditions services being provided on an allowance basis.
- D. **Project Construction Budget:** The Project Construction Budget (or Design-to-Dollar (DTD) amount) are those funds available for the construction of the Project as defined by the University inclusive of all CM construction costs (i.e., CM construction fee, staff reimbursables, general conditions and CM/GMP contingency) exclusive of the University's contingency and the A/E fees. **The DTD amount for this project is Ninety-One Million Two-Hundred Fifty Thousand (\$91,250,000).** The A/E is obligated to design the Project within this specified amount, and the CM is obligated to keep GMP costs within this specified amount based on the project program – see Section 3 Article 4, Items 3.4-A.6.4 and 3.4-A.8.7.

Items anticipated in the GMP include:

- (1) University Allowance descriptions (see Section 3 Article 4, Item 3.4.A.8.11 for usage):
 - (a) Allowance No. 1: Construction Site Readiness – \$250,000, This allowance is set up for any utility demolition, hazardous soil and material removal, previous structure(s) obstructions at the site; such work will be approved by the University and performed under the direction of the A/E.
 - (b) Others as defined by the University during the Design Phase.
- (2) Alternate Construction Work descriptions:
 - (a) Alternate No. 1: Following confirmation of feasibility studies, and development of designs, this is for installation of a Geothermal system capable of accommodating UMB's new School of Social Work and/or Lexington and/or Saratoga buildings. It's anticipated that this will be an additional cost for installation, beyond the DTD amount, and within the RFP construction schedule duration.
 - (b) Others as defined by the University during the Design Phase.

Please note: This project will be a prevailing wage rate job. Prevailing wage rates will be provided to the successful firm at the appropriate time prior to the bidding of the trade work. The CM will also be required to comply with apprenticeship requirements for public works contracts.

E. Project Scope: The Project consists of the following key elements:

The design and the construction of the Facility conforming to all requirements specified in this solicitation, to the University of Maryland Baltimore, School of Social Work, Part II Program, Dated November 2021 (v3.2), and in accordance with the Current Edition of University of Maryland, Baltimore Architectural and Engineering Design Standards, Current Edition of UMB – Urban Design Guidelines, and the Current Edition of University of Maryland, Baltimore Procedure Manual for Architectural/ Engineering Services.

The scope of the project includes the design and construction of a new 6-story 129,200 Gross Square Feet, 73,600 Net Assignable Square Feet, School of Social Work Building on the University's North Campus. For the purposes of this RFP, the extent of the site shall include only the areas identified as Prop. School of Social Work and Service Yard as illustrated in Figure 2, page 15 of the Facility Program Part II. The areas of the site identified as Proposed Green Space and Future UMB Building are excluded from the limits of this project. In addition, the University desires to incorporate high-performance design strategies and net-zero energy usage (NZE) goals into the design of the building while conforming to the budget requirement outlined above. This is to be included in the Pre-Construction Services for all phases of design/bidding.

F. Project Schedule: The project construction is to provide for Substantial Completion within the identified time frame for the project.

The **Pre-Construction CM Services** time frame for the full development of the project to 100% construction documents is:

- within twenty-two (22) months from the issuance of the Notice to Proceed for Program Verification; inclusive of the eighteen (18) months for design and four (4) months for the Final Bid Package Bidding Phase (GMP Preparation and BPW Approval).
- The University is currently anticipating an early package, potentially including mobilization and site enabling work. It is anticipated the early package will begin bidding at the same time as a Final Bid Package, at conclusion of 100% construction documents, take 2 months to bid and start construction two (2) months before the Final Bid Package is completed. The project team, including the Construction Manager, will determine the exact scheduling and final composition of the early package.
- The University may elect to employ Design-Assist construction method. Design Assist Services are to be coordinated by the CM to begin at the start of the A/E's Design Development Phase. Possible options are for the Building Envelope and MEP.
- There are four (4) weeks included for the University review/value engineering time frames and an additional succeeding two (2) weeks for the cost/scope reconciliation for a total of six (6) weeks duration following the submittal of each of the following design deliverables: 100% SD, 100% DD, 50% CD, 95%CD. There will be a one (1) week

back check at 100% CD documents. UMB acknowledges some of these University review durations above are in conflict with the UMB Procedure Manual for Professional A/E Services current edition, and the durations stated here are intended to override other sources.

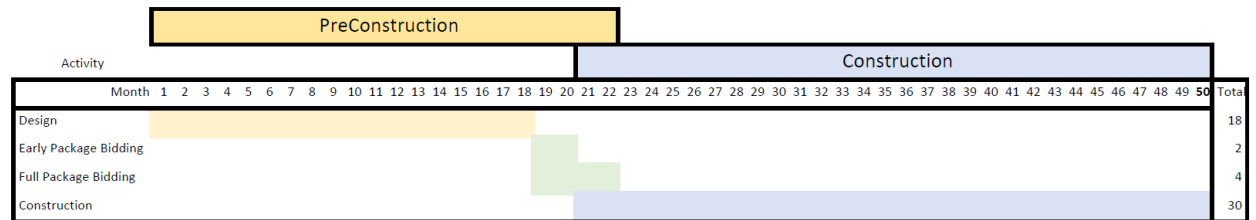
All project documentation is to be submitted through eBuilder as instructed by UMB.

The **Construction CM Services** time frame is:

- within thirty (30) months from the issuance of the Notice to Proceed for the Construction phase to Substantial Completion of the Construction Work. This includes a two (2) month overlap of the early package work with Pre-Construction Services.

The contractual Project Schedule, ending at Substantial Completion, will be reestablished based on the Construction Notice to Proceed date and Construction duration stated here. The schedule being provided is preliminary and the CM should not expect each individual line item date to be met; the University and A/E are currently working off of this schedule. The specific line item dates are subject to change and the only dates the CM should expect to remain in place are the month in which the design and construction start and the month substantial completion occurs.

The following graphical representation is for demonstration purposes only:



The University desires to improve upon this schedule wherever possible within the limits of funding availability. The twenty-two (22) month preconstruction period and thirty (30) month construction period with a two (2) month overlap results in a total anticipated duration of fifty (50) months from design NTP to substantial completion.

As previously indicated, the University has elected to use the Construction Management at Risk contract method for this project. The CM will, therefore, need to coordinate its efforts with the successful A/E firm.

Based on this method, all CM costs during the construction phase (fee, staff reimbursables, general conditions non-personnel items and CM-GMP contingency) are **included** in the Project Construction Budget noted above.

See Section 3, Article 4 for the Construction Manager’s obligations.

3.2.3 Purpose and Definition of Construction Management with Guaranteed Maximum Price

The Construction Management with Guaranteed Maximum Price (CM with GMP) method centers on utilization of a Construction Manager, who is a member of the Project Team with the University, Architect/Engineers and other consultants as the project may require.

During the Pre-Construction/Design Phase, the CM will utilize his skills and knowledge of construction to develop detailed schedules, prepare construction cost models/estimates and a 100% CD cost estimate against which the Work will be procured and built that reflects the intended completed design, conduct value engineering studies, study labor conditions, identify and address constructability and biddability issues, and advise on the sequencing of construction work for the Project. The University will pay the CM the fixed, Pre-Construction Phase CM fee for this Project; such fees are to include all costs associated with the CM providing Pre-Construction Services.

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

Please note that the CM cannot bid on any trade package; the CM can only perform work of a temporary nature, such as required by the General Conditions, on the project unless unique/special situations occur whereby the University elects to have the CM perform other work; if such a circumstance occurs a contract amendment to the CM would be issued to define this change and the conditions thereof.

The project will be an "open book" job whereby the University may attend any and all meetings, have access to any and all CM records on the project and whereby any and all cost savings revert to the University. The University will pay the CM for its fixed Construction Phase CM fee as well as approved, applicable reimbursable costs under the General Condition allowance (on site, staff reimbursable personnel and non-personnel items) and/or CM Contingency (per Section 3 Article 4, Item 3.4-A.10) for actual expenditures only without any CM mark-up of any type.

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

3.2.4 Green Building Objectives

- A. **LEED Building Design:** Please note that the University has a goal of achieving USGBC certification of LEED Gold or higher. A minimum of LEED Silver certification is required.
- B. **Net Zero Energy Usage (NZE):** High performance strategies are to be incorporated in the design as the building that aims to achieve net-zero energy usage (NZE), consistent with program and budget expectations. Feasibility will be assessed during early phases of design and recommendations are expected from the A/E for larger opportunities including, but not limited to, geothermal system heating and cool systems, heavy timber structural systems, and/or other strategies that support NZE goals.

3.2.5 University of Maryland, Baltimore General Conditions

All work shall be performed and administered in accordance with the Contract, including but not limited to, the Attachment I UMB General Conditions (Section 00700). The University intends to create a "General Conditions" allowance based on the CM's quoted not-to-exceed costs for

General Condition items (inclusive of on-site, field staff reimbursables) to cover reimbursable costs, which will be associated with construction of this facility. Items that UMB will expect to pay from the established allowances are described herein (see **3.2.6.B.(2) below** as well as "**Section 3 Article 5**"). Allowance expenditures must be approved by UMB prior to the provision of said services.

A **third party testing and inspection allowance** is established for the Project and is to be included in Proposer's quoted not-to-exceed amount for General Conditions - Non-personnel items. Refer to Section 3 Article 5

3.2.6 Construction Management Fees:

A. **Pre-Construction (Design Phase) CM fees** will be handled **outside of the GMP**. The CM pre-construction phase fee shall be an all-inclusive lump sum fee associated with the provision of the required services are described in **Section 3, Article 4, Part "A."** as well as the allowances for the Project as noted below and on the Price Proposal form. Allowances are to cover sub-contractor and vendor costs only, administrative or supervisory work by the CM associate with the allowances shall be included in the CM fee.

- (1) Please note that the following **allowances (totaling \$620,000)** are to be included in the CM's quoted Pre-Construction Phase fee for the project as indicated on the Price Proposal form: (I) **A reproduction allowance;** (ii) **A partnering allowance of;** and (iii) **A site investigation allowance.** These allowances are set up as follows:

Reproduction (\$10,000): This allowance is set up for reproduction costs associated with the bidding only of the trade packages by the CM in his GMP preparation process. Any reproduction costs incurred during the Construction Phase are to be handled under the General Conditions allowance (see Section 3 Article 5 of the RFP).

Partnering Allowance (\$10,000): This allowance is set up for purposes stated in Section 3 Article 2 Item #3.1.3 and is to be utilized, with the University's prior approval, by the CM to establish a "Partnering" process to develop strong working relationships among all parties and thereby create an environment of trust and teamwork so as to facilitate the successful completion of this project. All costs associated with the Project Team participating in the "Partnering" process are to be handled within this allowance; the CM and A/E will be reimbursed based on its quoted hourly rates to the University for its designated participants.

Site Readiness Investigation Allowance (\$50,000): This allowance is set up for any site investigation work including review of all prior building and utility demolition and associated hazardous soil and material removal at the site; such work will be approved by the University and performed under the direction of the A/E.

Geothermal Feasibility Allowance (\$100,000): This allowance is set up to investigate the feasibility of a geothermal system installation on site.

Design Assist Allowance (\$200,000): It is anticipated that Trade Contractors and Suppliers will be contacted to participate during the Preconstruction Phases to provide pre-construction services to facilitate a coordinated design process. This allowance is set up for the CM to hire Design Assist Contractors, in trades as determined by the project team, to aid in providing trade-specific Pre-Construction services, beginning at the Design

Development Phase. Before proposing any Trade Contractor or Supplier, the CM shall satisfy itself that the proposed firm has the financial resources, qualifications, and experience to complete the Work for which it is proposed and is available to do so, including a best value competitive selection process with an Initial Guaranteed Maximum Price (iGMP) for Construction Phase services. The coordination required with the University for solicitation of GMP trades shall be the same for those required for the solicitation of DAC trades. Refer to Section 3 Article 4 Item 3.4-A.8.15 regarding the DAC's Final GMP/ trade pricing as part of the GMP.

*Note: Since these allowances are set up by the University, it will be the University's responsibility to replenish these if necessary; please note, however, that no costs are to be expended from these allowances without the **prior written approval** of the University; if the CM expends such monies without the University's approval, he does so at his own risk.

B. Construction Phase CM fees, the project's "General Conditions" allowance and the CM-GMP Contingency are to be included in the applicable GMP.

- (1) **CM Fee:** The CM fee shall be an all-inclusive lump sum management fee which will include all CM home office costs inclusive of officers and home office and local office support staff not noted in on-site field staff (Section 3 Article 5) as well as all CM overhead costs and profit.

The only CM costs which are **not** to be included in the CM fee are trade contracts, General Conditions (as noted in Section 3 Article 5), and CM-GMP contingency.

- (2) **General Conditions:** An allowance for General Conditions will be established by the CM (and approved by the University in its review and approval of each GMP) in each GMP for General Conditions items per Article 3 and Article 5 of this Scope of Work.

Please note: General Conditions costs related to any change orders/amendments to the CM contract will be reviewed on an individual, change order basis; a determination will be made as to the need for requested General Conditions increases related to the change order. **The CM is not to expect that any change order will allow for an increase in General Conditions costs.**

- (3) **CM Contingency:** To be used by the CM in accordance with Section 3 Article 4, Item 3.4-A.10.
- (4) Payments of the CM Fee, General Conditions' reimbursable costs, and CM Contingency due the CM will be authorized/ distributed pursuant to **Article 3 and Article 5** of this Scope of Work and to the Attachment I Standard Conditions (Section 00700), as amended.

END OF SECTION 3, ARTICLE 2: SUMMARY OF CM SERVICES

SECTION 3, ARTICLE 3: UNIVERSITY'S ROLE

- 3.3.1 **Information Requirements:** The University shall provide and furnish information regarding its requirements for the Project as applicable and as needed during all phases of the project.
- 3.3.2 **Design Services:** An Architect/Engineer (A/E) will be retained under contract with the University for design of the project construction and the preparation of design documents for the project (inclusive of the hazardous material abatement).
- 3.3.3 **Designated Representative:** The University shall designate a University Project Manager who shall be the University contact point during Pre-Construction and Construction Phases. This representative shall be the primary channel of communication to the University and shall act as the University's liaison with the CM.
- 3.3.4 **Decision Making Authority:** The University shall be the principal reviewer and decision-making authority within the Project Team. In the event of any disagreement or dispute between any members of the Project Team regarding the project, the University shall be the final decision-making authority.
- 3.3.5 **Payments to Construction Manager**
- A. **Pre-Construction CM Services:**
- (1) Payments shall be made on the evaluation of work accomplishment.
 - (2) Such payment requests are to be submitted on University approved forms.
 - (3) Application for payment shall be submitted on/or about the 25th day of each month, but not less than thirty (30) days after commencement of services.
 - (4) The CM will be paid for 100% of the approved monthly, Construction Manager's fee earned.
- B. **Construction Phase CM Services**
- (1) Payments of the Construction CM Fee shall be made on the evaluation and demonstration of work accomplishment against the Project schedule. The Construction Manager will be paid for 100% of the approved monthly, Construction Manager's fee earned.
 - (2) Application for payment shall be submitted on/or about the 25th day of each month, but not less than (30) days after commencement of service.
 - (3) Trade-Contracts, Equipment Rentals, and Material Payment
 - (a) No mark-up for overhead or profit will be charged by the Construction Manager for Trade or Sub-Contracts, Equipment purchases and Material Payments.
 - (b) Progress payments to trade or subcontractors shall be administered in accordance with the Standard Conditions; that is, 95% of the Subcontract, Equipment Rentals and Material Payment invoices will be paid with 5% being withheld to assure faithful performance of the contract. (See Attachment I UMB General Terms and Conditions, Section 00700, paragraph 8.04 regarding retainage.)

(4) Reimbursables under General Conditions Allowance

The CM will be reimbursed for actual costs only as no mark-up is allowed by the CM. Competitive pricing shall be solicited whenever practical. Expenditures from this allowance can only be made with the approval of the University prior to the provision of said services, which shall not be unreasonably withheld. The CM will be required to provide a "General Conditions" billing back-up in a UMB approved format that is derived from the CM's computer based project accounting/tracking system. Tools, equipment, and other durable items purchased under this allowance become property of the University to be turned over to the University or disposed of at the University's discretion at the end of the project.

Costs for on-site field staff will be paid on a reimbursable basis based on the quoted, hourly billing rates or less, which are to include all costs as noted below through this General Conditions allowance**. Field personnel costs shall be billed at Direct Personnel Expenses with no employee overhead mark-up. Direct Personnel Expenses are raw employee costs (direct salary) plus actual burden costs which include but are not limited to bonus, FICA, SUTA, FUTA, 401K, cell phones, field personnel pagers, two way radios, auto allowance, housing allowance, computers and computer support costs (including hardware, portable computing devices, software, technical support, etc), vacation leave, sick leave, holidays, jury duty leave and bereavement leave. The on-site field staff are **limited** to the **following positions**: (I) Full time staff which include the Project Manager*, Project Engineers, and Superintendent(s); (ii) Part time staff which is limited to a Field Secretary/Clerk, Coordinated Drawing Engineer (who will not be needed further once coordinated drawings are completed), Clerk/ Document Control Person, BIM/VDC Manager, Field Accountant, Close-Out Engineer*, Test Engineer*, and Commissioning Support Engineer*; and, (iii) the positions of Assistant Project Manager, and Assistant Superintendent which may be full or part time positions as determined by the CM. **All other CM positions must be included in the CM Construction Phase fee. Positions for which prevailing wage rates apply (i.e., Laborer, Carpenter, etc.) shall be included in the CM's non-personnel general conditions.**

***Notes:**

- The project manager is to be a salaried position; that is the University will reimburse a maximum of forty (40) hours per week for this position; therefore, the quoted billing rate should be based on this maximum number of hours allowed per week.
- In the case of the Test Engineer and Commissioning Support Engineer, it is acceptable to the University that these roles can be handled by other positions within the CM team except the Project Manager and Field Superintendent if a Proposer elects to do so; that is, the roles of Test Engineer and Commissioning Support Engineer **cannot** be performed by the Project Manager or Field Superintendent but can be performed by any of the other CM positions. Should this be the case, the Proposer is to so note this on the Price Proposal form in the space provided for the hourly billing rates for these positions (i.e., N/A see Project Engineer, etc.). As well, the role of Test Engineer and Commissioning Support Engineer cannot be performed by the same person.
- The Close-Out Engineer cannot be handled by a person who is involved in the construction portion of the contract unless otherwise approved by the University. This position is to commence at least four (4) months prior to the substantial completion date.

- The CM must provide a detailed worksheet of labor rates and positions for Non-Personnel General Conditions labor rates, CM's monthly payment applications must include a detailed job cost labor reports substantiating actual costs.

(5) Use of CM Contingency in accordance with Section 3 Article 4, Item 3.4-A.10.

Allowance expenditures shall be approved by UMB prior to the provision of said services. Application for payment shall be submitted on/or about the 25th day of each month, but not less than (30) days after commencement of service.

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

3.3.6 Payment of University Obligations

Payments to the Construction Manager pursuant to this Contract shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the Construction Manager. Charges for the payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article of the Annotated Code of Maryland or by the Public Service Commission or Maryland with respect to regulated public utilities, as applicable are prohibited.

END OF SECTION 3, ARTICLE 3: UNIVERSITY'S ROLE

SECTION 3, ARTICLE 4: CONSTRUCTION MANAGER'S OBLIGATIONS

The Construction Manager's services shall consist of the two (2) main parts described as follows:

Part A: To provide Pre-construction CM services on the School of Social Work Project inclusive of design phase services and to provide an acceptable Guaranteed Maximum Price (GMP) and detailed project schedule for the project as outlined in Section 3 Article 2.

Part B: To provide Construction Phase CM services as required to complete construction of the School of Social Work Project and to maintain the established GMP for the Project as outlined in Section 3 Article 2.

Part A: To provide preconstruction services inclusive of an acceptable Guaranteed Maximum Price (GMP) for the project.

3.4-A.1. Project Review

3.4-A.1.1 The Construction Manager shall meet with the University, Architect, Design Engineers and other design team members to fully understand the Program, the design documents, the project scope and all other pertinent aspects of the project. The CM's staff is expected to be fully familiar with the Program documents as well as the University's Design Standards. The CM's staff is expected to apply this knowledge and understanding in the execution of their work such that the Guaranteed Maximum Price cost estimate and detail Project Schedule issued at the completion of Pre-construction the final reflects the intended completed design. .

3.4-A.1.2 The CM shall become an integral part of the Project Team that will coordinate the development and progress of the design and construction processes.

3.4-A.1.3 The CM shall develop project procedures, in cooperation with UMB that will be used as a guide for the management and coordination of this project throughout the life of the project.

3.4-A.1.4 Design meetings will be held at a maximum of every two (2) weeks. These meetings are to be attended by the CM's Project Manager and periodically by the CM Project Executive to ensure that the prime contact person (CM Project Manager) and a back-up person are up-to-date at all times. In addition, the CM is expected to have its Field Superintendent and Estimator(s) in attendance at select meetings based on the agenda items.

3.4-A.1.5 There will be other special work sessions related to specific issues that are identified during the design phase, meetings with the Fire Marshall, Design Submittal Review meetings, and internal work sessions with the AE to which the CM's Project Manager is expected to be in attendance. The intensity of such meetings will be higher in the earlier phases of the design. All proposing CM firms are to anticipate meetings every ten (10) days during the design phase.

3.4-A.1.6 The Construction Manager's personnel are expected to review and be well versed in the Project Program and Design Standards; particularly, the CM Project Manager and Estimators who are expected to apply this knowledge and understanding in the execution of their work

such that the 100% CD cost estimate and detail Project Schedule issued at the completion of Pre-construction reflects the intended completed design and apply that knowledge in the execution of their work and work product they develop.

Note: The CM is to have a representative at every meeting, presentation, etc. during the design phase; it is the University's expectation that this person is the CM Project Manager.

3.4-A.2. Consultation During Project Development

3.4-A.2.1 Construction Manager shall attend regularly scheduled meetings with the Architect and Design Engineer during the development of the design to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, and completeness of design. The CM is expected to be pro-active and participate in the development of the design and shall provide recommendations on construction feasibility as well as completeness of design.

3.4-A.2.2 CM Project Manager and, as appropriate, the CM Project Executive, Estimators and Field Superintendent to attend the Design Progress meetings during the development of the design to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment and completeness of design. The CM is expected to be pro-active and participate in the development of the design shall provide recommendations on construction feasibility as well as completeness of design.

3.4-A.3. Value Engineering

3.4-A.3.1 The Construction Manager shall, after a complete review of the Project Program and understanding of the intent of the University and the A/E, provide value engineering services and offer cost savings suggestions and best value recommendations to the University. All recommendations must be fully reviewed with the University and approved prior to implementation. The University views value engineering as an ongoing process. The CM is expected, therefore, to be pro-active and participate on an ongoing basis relative to VE ideas.

3.4-A.3.2 Value engineering efforts shall result in a design that is most effective in first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value engineering studies shall include Life cycle cost analysis as may be required to achieve an appropriate balance between costs, aesthetics and function.

3.4-A.3.3 Value engineering efforts shall also take into consideration applicable constructability issues.

3.4-A.3.4 The CM shall notify, in writing, the University upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous.

3.4-A.3.5 All value engineering studies must be provided on a timely basis within the design schedule.

3.4-A.3.6 Value engineering studies shall be continuous as the design is being developed.

3.4-A.3.7 There shall be a major value engineering study at 100% schematic design and 100% design development (utilizing the design development documents) and 50% CDs which shall include, but not be limited to, the items noted below, conducted and/or provided by the CM

firm. Although the major VE session is expected at 100% DD, it is not intended to be the only VE discussion; rather it is anticipated that most of the potential VE savings be identified prior to 100% DD documents.

- a. Develop value engineering concepts for consideration at the session noted in Item “b” below (it is anticipated that the A/E will be concurrently conducting a similar activity);
- b. Brainstorming session(s) with design team;
- c. Written cost studies shall be produced and submitted to the University within two (2) weeks of the final brainstorming session;
- d. Written pro/con evaluation of the cost studies shall be provided to the University within two (2) weeks after submission of the cost studies;
- e. Formal presentation of the study to be conducted by the CM firm; and,
- f. Formal submission of the value engineering study document inclusive of a summary of value engineering items, applicable cost savings, selected items and their corresponding cost savings.

3.4-A.3.8 The CM shall also conduct value engineering studies during the remainder of the Design Development Phase and the Construction Document Phase to evaluate specific items as requested by the University and as otherwise needed to keep the project within budget.

3.4-A.3.9 The CM takes the lead on this VE effort inclusive of compiling all VE ideas from all Project Team members (AE, CM and University), determining the applicable dollar value of each and conducting the VE session with the Project Team at which time the team makes its recommendations to the University. When the CM documents the VE ideas, the CM is to show how the dollar values were derived for each VE item.

3.4-A.3.10 The Construction Manager is to review the University’s standard VE format with the AE and University at the onset of design.

3.4-A.3.11 The Construction Manager is to anticipate the need for VE as part of the design schedule; that is, at the commencement of each phase and the determination of the due dates for the design submittal and associated cost estimate and reconciliation, the schedule is to include VE meetings as follows:

- a. VE meeting of the Project Team to generate and document ideas (allowing sufficient time, at least 1 week, between the cost estimate reconciliation and this meeting for parties to develop ideas).
- b. The CM is responsible for establishing dollar amounts for each VE idea with back-up provided to substantiate how the VE savings was determined.
- c. VE meeting to review the VE log and determine the Project Team’s recommendations (accepted, pending-1, pending-2, reject). Note: The total possible dollar savings of VE items must exceed the total amount of the project

deficit as not all VE ideas will be acceptable to the University.

d. Final VE meeting at which time decisions are made with the AE, CM, UMB-FO and the University's end user(s), as appropriate. At the time of the 100% CD estimate, these are to be absorbed, moved into the trade activity line items.

e. The agenda for VE sessions is to be prepared by the CM. Since the Architect is present for all VE, this agenda usually covers mechanical and electrical disciplines first so that the engineers can leave after this discussion and the session can continue.

Note: As noted above, value engineering relates to the achievement of an appropriate balance between costs, aesthetics and function. Based on this, value engineering should be conducted at each design submittal regardless of whether the project costs are within the "design-to-dollar" amount; that is, the Project Team needs to confirm that the University is getting the best "value."

3.4-A.4. Schedule

- 3.4-A.4.1** The CM shall utilize and maintain a University approved computer based software scheduling system, which will allow the CM to provide appropriately detailed design and construction phase CPM schedules. The CM may also be asked to develop schedules related to construction sequencing options. Schedule submissions are to include a copy in native format (example: Primavera 6) and show project float.
- 3.4-A.4.2** Scheduling software shall allow for integration of all aspects of the design/construction processes and provide for coordination of all work to be performed. The scheduling software shall be capable of producing and coordinating logic developed network diagrams, Pert charts and Gantt chart format reports.
- 3.4-A.4.3** The project schedule shall be sufficiently detailed to allow for a realistic projection of design and construction activity sequences and durations. Updated schedules will be required with each major design document submission and with major value engineering decisions; these schedules are due to the University no later than five (5) business days from each design submission or value engineering decision.
- 3.4-A.4.4** The CM shall within fifteen (15) days of selection and written notice to proceed, provide the University with the format for the CPM schedule for the design and construction phases of the project. This schedule will be reviewed for compliance with overall project completion requirements relative to the University's occupancy needs.
- 3.4-A.4.5** This CPM schedule shall include a projection of all design and construction phase activities to include CM staff loading throughout the design/construction phases of the project. It is intended that this CPM schedule will be utilized throughout the design and construction of this project.
- 3.4-A.4.6** The CM is to establish a detailed, CPM schedule for use during the pre-construction/design phase with the concurrence of the University and the A/E. The CM is responsible to monitor this schedule during the pre-construction/design phase, insure that this schedule is maintained and advise the University of any deficiencies in adhering to this schedule by any party.

3.4-A.4.7 The CM may use Third Party Scheduling Consultants only with the review and approval of the University.

3.4-A.4.8 The CM is to invite the University Project Manager to all scheduling update working sessions.

3.4-A.4.9 The University will not consider a request to revise partial or contract completion dates without submission of a change as specified in Section 3.06 “Changes in the Work” of the Attachment I Standard Conditions (Section 00700), including timeliness, and without documentation from the project schedule, including updates, supporting the need for a revision. The University will evaluate the information submitted and determine the time extension due, if any. The University will not grant a time extension based on pleas that the contract specified insufficient time for the completion of the project.

3.4-A.5. Constructability and Biddability Review:

3.4-A.5.1 CM is to review the design throughout the pre-construction/design phase as to constructability and biddability issues. On each issue, the CM is to do the following on a timely basis within the design schedule: (1) Description of constructability and or biddability issues with background information; (2) in-depth study/research; and, (3) written report inclusive of CM's recommendation for addressing and justification therein. Such reviews/studies are also to be conducted as requested by the University. The CM is expected to view the design from the constructability and completeness of design perspective throughout the design phases inclusive of construction phasing and/or sequencing options, if any.

3.4-A.5.2 A constructability review of the design documents maximizes the ease and efficiency with which a builder can bring together labor, equipment, and materials to complete the project/program within the University’s requirements. Constructability reviews help the team confirm the design intent, verify that the documents follow regulations and University requirements, and resolve system integration, materials, equipment, scheduling, trade coordination, and construction issues early, therefore avoiding rework and improving quality. An independent team led by the construction manager should preferably perform this review, not the design team.

A biddability review analyzes the bid documents to decide if the project or program could be bid in the marketplace. The biddability review aims to determine if the design specifications and duration are accurate, complete, and realistic to meet the University’s requirements. The construction manager should lead a biddability review with help from an independent cost estimator and scheduler.

Note: The University expects the CM to do a constructability and biddability review at each design submittal (i.e., 100% SD, 100% DD, etc.) with a written report.

3.4-A.6. Construction Cost Model/Estimates

3.4-A.6.1 The CM shall develop a project budget/cost model (independent from the A/E), which will require updating at multiple intervals during design phase for the project. The base cost model format shall be developed and presented to the University within thirty (30) days after

the CM's Pre-Construction Notice to Proceed is issued and will require updating as described herein. Due to the changing economic climate, all cost models are to be construction based not data based; that is, the CM is to develop its estimates with its in-house capabilities and test its estimates from pricing of trade work directly from the market place rather than based on data retained in the CM's files.

- a. The initial, full scale cost model is to be provided within ten (10) working days (unless an alternate duration is agreed upon by the project team) after the submission of the 100% Schematic Design Documents for approval.
- b. A full scale update of the cost model is to be provided within ten (10) working days (unless an alternate duration is agreed upon by the project team) after the 100% submission of the Design Development Documents for approval.
- c. A full scale update of the cost model is to be provided within ten (10) working days (unless an alternate is agreed upon by the project team) after the 50% submission of the Construction Document documents for approval.
- d. A full scale cost estimate is to be provided within ten (10) working days after the 100% submission of the Construction Document documents for approval and used by the CM during the scope review meeting with bidders to check quantities and other information.

Note: Where required cost models exploring several options shall be provided during the concept phase.

- 3.4-A.6.2** Each cost model must contain a statement of the total amount determined under that construction cost estimate to be the total hard construction costs for the Facility in accordance with the Program ("Probable Construction Costs").
- 3.4-A.6.3** The Project Construction Budget is as stated in Section 3 Article 2 Item 3.2.2.D.
- 3.4-A.6.4** In the event that the Probable Construction Costs exceed the Project Construction Budget the University reserves the right to direct the CM to (and the CM shall) work in conjunction with the Architect/Engineer to redesign the Facility as necessary to maintain the Project Program and meet the Project Construction Budget without additional compensation to the CM.

If the Probable Construction Costs (as submitted at 50% Construction Documents) exceeds the funds appropriated by the Legislature or allocated by the University or the University System of Maryland for construction of the Facility, the University reserves the right to direct the CM to (and the CM shall):

- a. After consultation with the University, shall coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the necessary reduction in cost and shall repeat as necessary.
- b. Develop and provide to the University a Probable Construction Costs in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
- c. Analyze the Architect/Engineer originally submitted and as altered and

redrafted construction documents and make recommendations to the University as to ways and methods to reduce the costs of constructing the project to a sum which does not exceed said appropriations.

Notwithstanding anything in the RFP to the contrary, the CM shall perform the work set forth in this Section 3 Article 4 Item 3.4-A.6.4 without additional compensation.

- 3.4-A.6.5** The Construction Manager's detailed cost models as required and Probable Construction Costs will be reviewed by the Architect and the University for reasonableness and compatibility with the Project Construction Budget. Meetings and negotiations between University, Architect and the Construction Manager will be held to resolve questions and differences that may occur within the Project Construction Budget and the Construction Manager's cost model. If indicated by the Project Construction Budget limitations or other circumstances, the Construction Manager shall work with the University and Architect to reach a mutually acceptable Probable Construction Cost.
- 3.4-A.6.6** The cost model format must be coordinated between the CM and the A/E to ensure compatibility and be approved by the University. The CM is required to reconcile its estimate with the A/E's estimate at 100% SD and 100% DD and subsequently with the University. The CM is also required to meet with the A/E and University to review the 50% CD estimate, and 100% CD estimate.
- 3.4-A.6.7** The CM is also required to provide cost estimates on an ad hoc basis in the early design phases to respond to reviews of different design options as well as cost comparison of different systems (such as the structural system).
- 3.4-A.6.8** Notes on the Cost Estimate:

The Table of contents for the cost estimate should include the following:

- a. Summary sheet of the (1) total costs per trade with the cost per gross square foot indicated for each trade, (2) escalation, (3) design/detail contingency and (4) CM total costs.
- b. Assumptions made in the cost estimate.
- c. Detailed back-up information for each trade inclusive of material and labor take-offs.

Prior to each cost estimate, the following factors must be determined:

- a. Escalation: Percentage to be carried for escalation (with consideration to the escalation rate used by the Department of Budget & Management). At the time of the 100% CD estimate, these are to be absorbed, moved into the trade activity line items.; and,
- b. Design/detail contingency: Percentage to be carried for design details that are not yet documented and are difficult to anticipate. The percentage of the design/detail contingency is lowered as the design progresses. The University

usually finds that 10% is carried at 100% SD, 8% at 100% DD and 5% at 50% CD. These percentages are usually carried unless the status of the project design warrants a different percentage. At the time of the 100% CD estimate, these are to be absorbed, moved into the trade activity line items.

c. The CM quoted costs (i.e., fee, reimbursables, and contingency) are fixed and, therefore, should be carried on the cost estimate “below the line” meaning that these costs are NOT subject to escalation and/or design/detail contingency.

d. Once the due date for a cost estimate is established, the Construction Manager is to work with the University’s Project Manager to schedule the Cost Estimate Reconciliation meeting and confirm in writing with all parties (A/E, CM, UMB-FO including the design review team). This meeting is usually scheduled 2-3 days after the due date for the cost estimate. As with VE, the agenda for this reconciliation meeting needs to be established with usually engineers first (mechanical, electrical, structural and civil) as the architect, CM and University Project Manager will be attending the entire meeting.

3.4-A.7. Coordination of Contract Documents

The Construction Manager shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The Construction Manager shall notify the Architect and the University in writing upon observing any features in the plans or specifications, which appear to be ambiguous, confusing, conflicting, incomplete or erroneous. Such ambiguous, confusing, conflicting, incomplete and/or erroneous features discovered in the plans or specifications by the CM during the review process shall be understood to be corrected and any associated costs shall be included in the CM's Guaranteed Maximum Price (GMP).

The University expects the Construction Manager to submit written comments at each design submittal (as the University does).

3.4-A.7.1 A/E TEAM’S RESPONSIBILITIES FOR COORDINATION DURING DESIGN AND CONSTRUCTION

The Architect is ultimately responsible for design and coordinating the documents of all the Architect’s consultants is a “critical task”. The point of interface between two or more disciplines is the source of many errors and omissions. The Architect should develop a careful systematic approach in order to ensure a “fully coordinated set of construction documents”. The Architect needs to review the documents to make certain that all items shown on the drawings are specified and that the engineering systems will fit in the physical areas designed for them. Details, schedules elevations and sections must agree with each other.

Consolidating the drawings from the other disciplines must happen with enough time left for coordination review.

During the construction phase, the Architect review shop drawings to ensure that submittals are in conformance with the design concept of the project and with information provided in the Contract Documents.

The Architect has no legal or contractual obligation to coordinate between shop drawings or to alert the Contractor of any incompatibility between different submittals; rather, the Contractor has this responsibility.

3.4-A.7.2 THE PRIME CONTRACTOR'S RESPONSIBILITY FOR COORDINATION:

The purpose of shop drawing review by the Contractor is to coordinate the trades and verify that the project can be built as designed. The Contractor is responsible for the means and methods, sequence and procedures of construction and verification of field dimensions. The Contractor is responsible for safety. The Contractor's review of shop drawings requires the Contractor to check the detailed dimensions of the submittal against other shop drawings and plans covering the same physical scope encompassed by the submittal. In this way the Contractor coordinates the various parts of the puzzle and can require any corrective action before the brick and mortar go up. It is the builder's responsibility to ensure that the process of construction is feasible and safe.

The Contractor must review and stamp each shop drawing to show that the Contractor has reviewed the shop drawing in compliance with the Contractor's responsibilities under the Contract Documents. These responsibilities include safety, installation requirements and a review and comparison and coordination with other shop drawings (presumably those which impact on the areas of the work encompassed by the shop drawing under consideration). By approving and submitting shop drawings and samples, the Contractor represents that he has verified all "field construction criteria".

3.4-A.7.3 COORDINATION DRAWINGS/BUILDING INFORMATION MODELING:

The coordinated set of design drawings is in many ways diagrammatic. Coordination Drawings are composite drawings produced by the Contractor, of equipment and systems furnished usually (but not necessarily) by different trades, such as mechanical, electrical and lighting, plumbing, fire-protection, conveyors, pneumatic tubes, acoustical ceilings, millwork and the like, intended to be installed in tight spaces such as ceilings, shafts, etc. They flesh out the design by showing all the components designed and specified by the Architect and proposed by the Contractor, arranged together in such a manner as to accommodate the sequence they will be installed in, the means, methods, techniques and procedures, with due consideration given to issues of safety, field dimensions and other field criteria.

Coordination Drawings are a requirement of the Contract Documents; their purpose being to demonstrate that the Contractor has in fact coordinated the trades; that the Contractor has verified all field construction criteria including dimensions, verified the installation sequence, means, methods, techniques, ascertained safety and that in light of all of this, the project can be built as designed.

In addition, they help resolve the issues unveiled by detailed Subcontractor participation, or created by acceptance of alternative equipment units. The alternative equipment may have different spatial and service access requirements. Submittal of packaged manufacturer's lines represented by suppliers is commonplace and creates the market logic for some of these substitutions.

Coordination Drawings are not a design tool for the Architect to use in completing the design. The A/E shall provide the Prime Contractor and its trade contractors with the design

BIM/CAD disks to use as base drawings for the Coordination Drawings and construction model. The Prime Contractor and its trade contractor shall sign disclaimers if requested by the A/E.

After the coordination drawing process is delineated in the project schedule, a “preconstruction meeting” shall be held by the Prime Contractor and include the Owner, Design Engineers and the subcontractors involved.

At this meeting, the Prime Contractor shall do the following:

- e. Reiterate the purpose of the coordination drawings,
- f. describe the responsibility of each of the parties, and
- g. define the design professionals’ role in assisting with coordination effort.

A description of the end product should be put together, possibly a sample from another project. If the Prime Contractor is not assuming the drafting responsibility, it may be delegated to one of the trades. Alternatively, it could be a distributed responsibility, in which case the Prime Contractor should identify the roles responsibilities and protocols of modeling. The liability of a trade not adequately participating in the process must be identified and stated by the Prime Contractor.

The Prime Contractor’s coordination drawings are reviewed by the Architect for conformance with the design intent and acknowledgement of changes thereto.

Designers shall attend coordination meetings, when requested by the Prime Contractor, to help resolve specific problems that surface, usually in the form of spatial conflicts. Resolution of problems should be a team effort.

The Architect and Engineers participate in order to ensure the outcome complies with the design intent.

RFI’s arising from coordination meetings should only deal with information missing from the Contract Documents necessary to complete the coordination process.

3.4-A.8. Construction Guaranteed Maximum Price (GMP)

3.4-A.8.1 At the point of 100% completion of the Construction Documents for the project, the CM will develop and provide to the University a GMP that will include all construction costs, and all other projected costs inclusive of the CM's Construction Phase fee, General Conditions allowance, and CM Contingency but excluding the University/Owner's Construction Contingency. The GMP shall display each proposed trade contract amount; the CM's fixed fee; and all project related costs, i.e. bonds, personnel payroll benefits, etc. Note: The billing rates for the on-site personnel noted in #3.2.6.B.(2). shall be as quoted by the CM in his Price Proposal or less.

The GMP must not exceed the Project Construction Budget for the Project noted in Section 3 Article 2 Item 3.2.2.D.

The Construction Manager is to provide the GMP to the University within 6-8 weeks of issuance of the 100% Construction Documents.

Prior to the start of GMP bidding, the Construction Manager will review the 50% CD Estimate and reconcile that estimate with the expected budget for each GMP trade package and any expected allowances. The intent of this reconciliation is not to provide a new marketplace estimate, but to remove any contingencies, accepted value engineering, or escalation being carried and make any trade package or allowance revisions/realignments. The University expects the CM to provide this GMP Budget/100% CD Estimate as part of Pre-Construction Services and this service is included in the Price Proposal as an additional line item.

- 3.4-A.8.2** The Construction Manager will utilize the 100% Construction documents* as prepared by the Architect and Engineers to invite and receive competitive bids on all trade packages and/or materials as a basis for each GMP submission. The Construction Manager will develop scopes of work based on the 100% Construction Documents and that reflect a complete biddable design; in addition, each scope of work shall include but not be limited to, anticipated working hours to address the University's concerns with noise, vibration and or disruption of ongoing campus activities, coordination between or among trades, outages, temporary facilities, (if required), temporary heat and electric (if required), hoisting, etc.

*Please note: The Construction Manager is required to provide coordinated drawings and/or fully coordinated BIM for all trade work if not required in the 100% Construction Documents for the construction of that phase of the Project. All Proposers are advised to assume that the 100% CDs will not include this requirement; however, the University notes that this effort will be handled primarily by the CM in the Construction Phase with the Coordinated Drawing Engineer under CM Staff Reimbursable Costs.

Please note: The CM is responsible for bidding all trade work. The CM shall advertise the trade work to a broad spectrum of potential sources using, for example, its own network, local newspapers, trade associations and publications, local chambers of commerce and other outlets to promote interest in competing for the trade packages. Any procedures that unfairly restrict competition for the work may be rejected by the University. The CM is also responsible for competitively bidding any necessary hazardous material abatement trade work (abatement firms and industrial hygiene monitoring services), and anticipated GMP alternative construction work in accordance with the RFP.

Please note: The CM will be required to obtain a schedule/worksheet of labor rates from each trade contractor recommended for award in the GMP, which shall be included with each GMP submission. The labor rates are to include all applicable on site staff rates for the project as defined by the scope of work at the time of the GMP, and be in compliance with Prevailing Wage requirements.

- 3.4-A.8.3** The Construction Manager is to conduct a qualification process of all Trade Contractors to ensure that all bidding have the necessary expertise. The CM shall submit a copy of it's Pre-qualification Form to the University for an informal review.
- 3.4-A.8.4** The CM shall submit the list of prequalified trade bidders to the University for an informal review.

- 3.4-A.8.5** The Construction Manager is to conduct the following for all Design Assist Contractors and Trade Contracts: Pre-Bid meetings, Bid Opening sessions and Post-Bid meetings, and the University (UMB-FO, UMB CFSA, and other University representatives as necessary) is to be in attendance for all of these. The University reserves the right, in an advisory capacity, to raise questions to the CM at any of these meetings. It is anticipated that a Pre-Bid meeting will be held for each trade package unless otherwise agreed to by the UMB CFSA Office. For scope review meetings, the A/E is to have the appropriate design team member in attendance for the major trades (i.e., mechanical, electrical, fire protection, structural, site work/civil, finishes, etc.).
- 3.4-A.8.6** The Construction Manager may reject all bids and repeat the bidding for the Trade work or re-package the Trade work activity. If the University rejects a Trade Contractor recommended by the Construction Manager in accordance with Attachment I UMB's General Conditions (Section 00700), the Construction Manager shall recommend an acceptable substitute at no additional cost to the University.
- 3.4-A.8.7** In the event that the total projected hard construction costs for a phase exceed the Project Construction Budget, the University reserves the right to direct the CM to (and the CM shall) work in conjunction with the Architect/ Engineer to redesign the Facility as necessary to maintain the Project Program and meet the Project Construction Budget.

If the GMP (as originally submitted or adjusted) for the Project exceeds the funds appropriated by the Legislature or allocated by the University of Maryland, Baltimore or the University of Maryland System for construction of the project, the University reserves the right to direct the CM to (and the CM shall):

- a. After consultation with the University of Maryland, Baltimore, shall coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the necessary reduction in cost and shall repeat as necessary.
- b. Develop and provide to the University a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
- c. Analyze the Architect/Engineer originally submitted and as altered and redrafted construction documents and make recommendations to the University as to ways and methods to reduce the costs of constructing the project to a sum which does not exceed said appropriations.

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

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

- 3.4-A.8.8** The Construction Manager's detailed construction cost estimates and GMP will be reviewed

by the Architect and the University for reasonableness and compatibility with the Project Construction Budget. Meetings and negotiations between University, Architect and the Construction Manager will be held to resolve questions and differences that may occur within the Project Construction Budget and the Construction Manager's construction cost estimate and corresponding GMP. If indicated by the Project Construction Budget limitations or other circumstances, the Construction Manager shall work with the University and Architect to reach a mutually acceptable GMP (at which time the Construction Manager is required to provide a bid bond per Attachment J of this RFP).

- 3.4-A.8.9** Upon acceptance by the University and approval by the Board of Public Works (BPW), if applicable, of any amendment to the Contract to reflect any GMP, the Construction Manager's GMP as approved shall become a part of the University-Construction Manager Contract. The Construction Manager shall provide the University with a Standard Performance and Standard Labor and Material Payment Bond for 100% of each GMP as set forth in the Standard Conditions.
- 3.4-A.8.10** Early Packages – Early packages may be submitted for long lead items, demolition, and/or work necessary to maintain the project schedule. Early packages shall be complete for the intended scope of work, including work that could reasonably be inferred from the contract documents. Reasonable allowances may be included for work difficult to quantify or details not yet identified at the interface with future packages.
- 3.4-A.8.11** University Allowances are allowances that protect the University from unforeseen conditions. With the approval of the University, University allowances may be held by the trade contractors or the CM. The University is responsible for replenishing expended University Allowances if required. Unused University Allowances revert to the University.
- 3.4-A.8.12** CM Allowances are allowances (subject to University approval) for items in the scope of work (or reasonably inferred from the Contract Documents) that are difficult to quantify. Such allowances must be reasonable, relatively minor and well defined. Allowances may only be used for their intended purpose. The CM is responsible for replenishing expended CM Allowances if required. Unused CM Allowances revert to the University.
- 3.4-A.8.13** Trade Allowances are allowances included in the subcontractors bid on bid day for items in the scope of work (or reasonably inferred from the Contract Documents) that are difficult to quantify. Such allowances must be reasonable, relatively minor and well defined. Allowances may only be used for the intended purposes. The CM and/or subcontractor are responsible for replenishing expended Trade Allowances if required. Unused Trade Allowances revert to the University.
- 3.4-A.8.14** The CM shall provide a summary spreadsheet of all the CM, University, and Trade Allowances as a part of the GMP. Trade allowances shall also be included on the final bid summary sheet for each trade. A Summary Report shall be provided to the University monthly with the invoice indicating all actual and projected expenditures for all allowances and CM contingency.
- 3.4-A.8.15** Design Assist Contractors (DAC) shall submit a Final GMP for inclusion in the CM GMP(s) for the trade activity upon completion of 100% CDs. Utilizing their iGMP as the basis, any change in price or quantities occurring due to changes in the scope, including absorption of allowances, shall be accompanied with complete supportive data. The project team may decline to accept the DAC's Final GMP without penalty, and the services shall terminate at

the end of the Pre-Construction phase. At which point the CM shall bid the trade activities in accordance with this Section 3.4-A.8.

3.4-A.9. GMP Savings: All savings under the GMP revert to the University. Such savings are based on the total for the GMP not on a line-by-line basis.

3.4-A.10. Contingencies:

3.4-A.10.1 University/Owner's Contingency: A University/Owner's Construction Contingency will be established. Expenditures against this contingency will be available to cover all costs resulting from the following with the University's written approval via a contract amendment issued by UMB's Office of Construction and Facilities Strategic Acquisitions. Changes in scope initiated by the Owner's designated representative; and Unforeseen field conditions.

3.4-A.10.2 CM-GMP Contingency: The GMP shall include a CM controlled construction contingency (CM-GMP Contingency) in an amount approved by the University, to protect the Construction Manager against the risks assumed in providing the GMP for the Project. The University and the CM acknowledge that the contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including (1) scope gaps between trade contractors, (2) contract default by trade contractors, (3) costs of corrective work not provided for elsewhere, and (4) expediting/accelerating of the work to meet scheduled completion dates (if required).

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

The CM-GMP contingency may be applied to any items within the Cost of the Work without the necessity of a change order without constituting a change in the Work, and without resulting in any change in the GMP. The CM will notify the University of the CM's intent to apply any part of the CM-GMP contingency to any item within the Cost of the Work prior to any such application.

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

The amount of the CM-GMP contingency is to be as quoted by the CM in its Price Proposal to the University. The University retains the right to specifically request revisions to the amount of the CM-GMP contingency prior to the University's acceptance and approval of the GMP. Notwithstanding anything in the RFP to the contrary, the CM-GMP contingency is not to exceed this quoted dollar amount.

3.4-A.11. Non-Acceptance of the GMP and Termination of University-Construction Manager

Contract

The University, at its sole discretion, may decline to accept the Construction Manager's GMP for any phase of the project and thereupon without penalty, the Contract shall terminate according to its terms at the end of the Pre-Construction phase. In addition, if the Board of Public Works fails to approve the amendment of the Contract to reflect any GMP, if applicable, the Contract shall terminate according to its terms at the end of the current phase.

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

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

3.4-A.12. Ownership of Documents

All data, information, computer models, material and matter of any nature and all copies thereof in any and all forms whatsoever developed by the CM or in the CM's possession or control relating to the Project are the properties of the University.

END OF SECTION 3, ARTICLE 4, PART A

Part B: To provide Construction Phase CM services as required to complete construction of the Project and to maintain the established GMP of the Project.

3.4-B.1. Consultation During Continuing Project Development

Upon acceptance of the GMP, the Construction Manager shall continue to advise and assist the University and Architect during the continuing Design Activities as described in Section 3, Article 4, Part A.

3.4-B.2. Project Construction Costs

3.4-B.2.1 The Construction Manager recognizes that the University will have a limit on the project construction cost. The University's Project Construction Cost limit is as stated in Section 3 Article 2 Item 3.2.2.D. This amount is referred to in this RFP as the Project Construction Budget, and is the budgetary allocation for all costs included within the GMP as set forth.

3.4-B.2.2 Upon completion of work, any and all non-expended funds remaining in any GMP revert to the University.

3.4-B.3. Project Schedule:

3.4-B.3.1 The CM shall provide construction phase a CPM schedule through the use of a University approved computer based software scheduling system. Scheduling software shall allow for integration of all aspects of the project and provide for coordination of all work to be performed. The scheduling software used by the CM shall be capable of producing and coordinating logic developed network diagrams, Pert charts and Gantt chart format reports.

3.4-B.3.2 After acceptance of each GMP and issuance of a construction contract amendment to the CM for the Construction of the Phase of the Project and within fifteen (15) days of written Construction Notice To Proceed (NTP), the Construction Manager shall submit a preliminary critical path method (CPM) schedule consistent with the time frames submitted during the design phase.

3.4-B.3.3 The Construction Manager shall develop the complete and final CPM schedule in the form of a CPM network arrow diagram (Pert) using the Construction Manager's logic and time estimates for each segment of the work and shall be cost loaded, the sum of which totals the GMP exclusive of a CM-GMP contingency, and manpower loaded to complete the work within the scheduled time frames. The arrow network diagram will be drawn in a level of detail suitable for display of salient features of the work, including but not limited to the placing of orders for materials, submission of shop drawings for approval, approval of shop drawings by the Architect and the University, delivery of material, and all work activities inclusive of punch list agreed to by the University. Each work activity shall be assigned a time estimate by the Construction Manager. One day shall be the smallest time unit used. Data shall also be provided in Gantt form.

3.4-B.3.4 Upon completion of the Pert and Gantt diagrams, the Construction Manager shall have computer input data prepared, and a computer run made to generate a printout for the project based on the information supplied. In the event the completion date indicated by the schedule exceeds the contractual date, the logic and time estimates used to develop the plan will be

reviewed, changes made in the logic and time estimates, and another computer run made to generate a new schedule. This procedure shall be repeated, if necessary, to provide a plan and schedule to meet University requirements.

- 3.4-B.3.5** Within thirty (30) days of each Construction NTP, the final CPM schedule shall be submitted to the University for review and approval. This working plan shall show job identification, job duration, manpower loading, cost loading, calendar dates for start and finish of each job, and jobs critical to the completion of the project on schedule. When approved by the University, they shall become the working plan and schedule for the project and such information shall be provided to the Contractor for distribution to the Project Team inclusive of all trade contractors.
- 3.4-B.3.6** The Construction Manager shall review the plan and schedule each month. An updated project schedule shall be furnished showing actual completed work at the end of each month in respect to the entire project. The form used shall be approved by the University and shall be submitted with the monthly invoice.
- 3.4-B.3.7** The University requires occupancy of the Project within **thirty (30) months** from the issuance of the Construction Notice to Proceed (NTP).
- 3.4-B.3.8** The Construction Manager shall provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and desired completion dates, review schedule for work not started or incomplete and take the action necessary to meet the required completion date.
- 3.4-B.3.9** It is the CM's responsibility to meet the required construction completion date as noted above in 3.4-B.3.7. If the CM finds that action must be taken in order to meet this contractual responsibility, all costs associated with such action are the CM's responsibility within the GMP unless a delay is attributable to the University.

If the CM finds that the schedule has been impacted by an action or inaction on the part of the University, the CM must review the situation with the University and obtain a change order amendment for such work prior to taking any action which has a cost impact; all change order work shall be governed by Section 3.06 of the Attachment I Standard Conditions (Section 00700), including 3.06.E regarding timeliness, as supplemented by the provisions of this Section 3. Notwithstanding anything in that Section 3.06, the provisions thereof shall apply only to work to be performed in the Construction Phase.

3.4-B.4. Trade Contracts

- 3.4-B.4.1** After acceptance of the GMP and issuance of the Construction Contract Amendment to the CM for the Construction Phase, the Construction Manager shall place through his office contracts* or purchase orders to the successful Trade Contractors or Suppliers. (The term Trade Contractors if used in this Contract means sub-contractors and the term Sub-Contractors as used in the Contract shall include Trade Contractors.)
- 3.4-B.4.2** The CM will require the Trade Contractors to provide the applicable contract documents inclusive of insurance certificates, performance and payment bonds, MBE participation schedules, and verification of MBE participation (by submission of letters of intent, copies of purchase orders, etc.).
- 3.4-B.4.3** All contract documents between the CM and the Trade Contractors are to be made available

for review by the University as requested.

3.4-B.5. Project Control

3.4-B.5.1 Project Staffing

- 3.4-B.5.1.1. The Construction Manager's on-site representatives shall manage the work of the Sub-Contractors and coordinate the work with the activities and responsibilities of the University, Architect and Construction Manager to complete the Project in accordance with the University's objectives of cost, time and quality.
- 3.4-B.5.1.2. The Construction Manager shall maintain a competent and adequate full-time staff approved by the University at the Project site to coordinate and provide adequate direction of the work and to monitor progress of the Sub-Contractors on the Project at all times.
- 3.4-B.5.1.3. It is understood that the designated and approved on-site resident CM representatives will remain on the job and in responsible charge as long as those persons remain employed by the CM, unless the University has reason to agree otherwise during the course of the project and a contract amendment is issued accordingly by the UMB Department of Construction and Facilities Strategic Acquisitions.

3.4-B.5.2 On-site Coordination/Management

- 3.4-B.5.2.1. The Construction Manager shall establish on-site organization and lines of authority in order to carry out the overall plans of the Project Team.
- 3.4-B.5.2.2. The Construction Manager shall conduct orientation sessions for its on-site field staff and Trade Contractor's staff, as applicable, as to the Project Procedures as developed during the Design Phase as noted in Section 3, Article 4, Item 3.4-A.1.3 as well as site requirements per the Contract Documents. University representatives may attend such sessions.
- 3.4-B.5.2.3. The Construction Manager will provide for all coordination with the on-site Sub-Contractors the necessary On-Site Services for the construction activities and on-site requirements of the Construction Manager, University and Architect. The CM is not required to provide offices for the Architect or the University within its field offices.
- 3.4-B.5.2.4. The Construction Manager shall require all Trade Contractors to submit a Trade Contractor's Daily Report which is to include, but not be limited to, trade contractor manpower on site, a summary of work performed, information required, status of change order T&M work, materials received, and safety incidents.
- 3.4-B.5.2.5. The Construction Manager shall accept delivery and arrange for storage, protection and security for any University purchased materials, systems and equipment, which are a part of the work until such items, are turned over to the respective trade Contractors.

3.4-B.5.3 Meetings

- 3.4-B.5.3.1. The Construction Manager shall schedule and conduct regular bi-weekly progress meetings, and as directed by the University, at which Trade Contractors, University, Architect, and other designated representatives, and the Construction Manager can discuss jointly such

matters as progress, scheduling, and construction-related problems.

The Construction Manager shall take and distribute complete minutes of meetings to all attendees and others as directed by the University within three (3) days of such meetings. Representatives of the University may attend meetings and shall receive all notices and minutes of meetings. [See details throughout Section 3, Article 4, Part B as to topics to be included in Progress meetings.]

- 3.4-B.5.3.2. The Construction Manager shall also conduct Owner's meetings on a minimum of monthly or as requested by the University.

The Owner meetings are to be attended by representatives of the University [including, but not limited to, UMB's Office of Facilities Management, UMB's Office of Construction and Facilities Strategic Acquisitions; the Construction Manager and the Architect/Engineer to discuss overall project matters and project procedures to insure that all parties are meeting their obligations to insure a successful project.

The Construction Manager shall take and distribute complete minutes of Owner's meetings to all attendees and others as directed by the University within three (3) days of such meetings.

3.4-B.5.4 Requests for Information (RFIs)

- 3.4-B.5.4.1. The CM will be responsible for developing and implementing a RFI form for use on the project.
- 3.4-B.5.4.2. The CM will be responsible for logging and reviewing all RFIs prior to submission to the University and the Architect. The CM is to insure that the RFIs submitted are appropriate and not frivolous.
- 3.4-B.5.4.3. The Construction Manager shall be responsible for tracking and monitoring all RFIs throughout the Construction Phase until all RFIs are processed by the A/E and the University.
- 3.4-B.5.4.4. The Construction Manager shall include RFIs as an agenda topic at all Owner meetings and advise the University immediately of any delays in the RFI process.
- 3.4-B.5.4.5. The Construction Manager shall develop a RFI aging report, which is to be submitted to the University's Project Manager at each bi-weekly progress meeting.

3.4-B.5.5 Substitution Requests

- 3.4-B.5.5.1. The CM will be responsible for logging all substitution requests.
- 3.4-B.5.5.2. The CM will be responsible for reviewing all substitution requests to insure that they are complete; and, if not, return them to the Trade Contractor for proper submission.
- 3.4-B.5.5.3. The CM will be responsible to review all Substitution Requests with the University prior to submission to the Architect.
- 3.4-B.5.5.4. The Construction Manager shall be responsible for tracking and monitoring all Substitution Requests throughout the Construction Phase until all Substitution Requests are processed by the A/E and the University.

3.4-B.5.5.5. The Construction Manager shall include Substitution Requests, if any, on the agenda topic at the Owner's meetings and advise the University immediately of any delays in the Substitution Request process.

3.4-B.5.6 Project Photographs: The UMB Standard General Conditions require the CM to submit Progress photographs monthly in sufficient detail to properly record the work. Once a month is the minimum and as may be required to document special conditions as well as disputed items. In addition, provide six (6) photographs per month taken by a Professional Photographer. The cost of these photographs will be reimbursable under the General Conditions allowance – refer to Section 3 Article 5. Refer to item 7.08 in the General Standard Conditions for format.

3.4-B.6. Cost Control

3.4-B.6.1 The Construction Manager shall develop and maintain an effective system of Project cost control. He shall refine and update the approved GMP, incorporate University approved changes as they occur, and develop reports and forecasts as needed, or as directed by the University. He shall identify variances between actual and estimated costs and advise University whenever projected cost exceeds allowances or estimates.

3.4-B.6.2 The Construction Manager shall check and supervise all material deliveries, equipment and labor entering the work site. He shall maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and material, or other bases requiring accounting records, and afford the University access to these records and preserve them for a period of three (3) years after final payment. The University reserves the right to audit their records during that period.

3.4-B.7. Quality Assurance/Inspection

3.4-B.7.1 The Construction Manager shall inspect the Work of the Sub-Contractors to guard the University against defects and deficiencies in the Work and shall coordinate this activity with the on-site duties of the Architect. He shall advise the Architect of any apparent variation and deviation from the intent of the Contract Documents and shall take the necessary action to correct such variations and deviations within the terms of the contract documents. The CM shall provide one (1) set of all inspection reports (in binder form) to the UMB Project Manager with the monthly report. The CM shall maintain an Out of Compliance Log showing status of all deficient tests and inspections. An update of this log shall be included with the monthly status report.

3.4-B.7.2 The Construction Manager shall provide for and administer all third party inspection and testing as specified in the Construction Documents under the identified General Conditions allowance for the Project. Refer to **Section 3 Article 5 Item 3.5.2.D for amount.**

3.4-B.7.3 The University shall, in all cases, make final interpretation of the Contract Documents and rule on compliance of the Work. This provision specifically supersedes anything to the contrary in the Standard General Conditions of Construction Management with GMP Contract.

3.4-B.7.4 Quality Assurance/Inspections is an area of utmost importance to the University. Although it

is the contractual obligation of both the Architect/Engineer and the Construction Manager to guard the University against defects and deficiencies in the Work, it is expected that the University will participate in this process.

It is anticipated that personnel from UMB's Facilities Management will attend inspections and testings. It is the responsibility of the Construction Manager to advise the University's Project Manager of scheduled testings and inspections with appropriate advance notice.

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

3.4-B.8. Commissioning

3.4-B.8.1 Commissioning for this project will be contracted directly by the University under a separate contract.

3.4-B.8.2 Commissioning for this project will include, but not be limited to, the following systems:

- a. All HVAC systems;
- b. Building Envelope;
- c. Fire Alarm and Life Safety Systems; and,
- d. Electrical Systems including lighting control, normal and emergency power distribution.

3.4-B.8.3 Commissioning services shall meet the requirements for USGBC LEED “Enhanced Commissioning” and “Measurement & Verification” points.

3.4-B.8.4 The CM will support the third party Commissioning Agent’s services as required with his on-site staff in the roles of Test Engineer and/or Project Engineers.

3.4-B.9. Project Safety

3.4-B.9.1 The CM shall develop and implement a project safety program in accordance with the UMB Standard General Condition for Construction and applicable regulations.

3.4-B.9.2 The CM shall report, to the University, as part of each monthly report any safety violations and actions taken to protect the safety of persons and property engaged in the work.

3.4-B.10. Change in Scope and Change in GMP

3.4-B.10.1 The University unilaterally at any time by written order (via a contract amendment) may make changes within the general scope of the work to be performed under the Contract.

3.4-B.10.1.1. Changes in the scope of work to be performed during the Construction Phase shall be governed by Section 3.06 of the Standard Conditions, including 3.06.E regarding timeliness, as supplemented by the provisions of this Section 3. Notwithstanding anything in that

Section 3.06, the provisions thereof shall apply only to work to be performed in the Construction Phase.

3.4-B.10.1.2. The Construction Manager shall notify the University in writing with detailed cost supportive data (and copy to Architect) if any apparent change in scope or design will require a change in the GMP.

3.4-B.10.1.3. It is understood and agreed that refinement and detailing may be accomplished from time to time with respect to the drawings and specifications. No adjustment in the Guaranteed Maximum Price or the Scheduled Completion Date shall be made unless such refinement or detailing results in changes in the scope and/or design of the Project, as determined by the University. Nothing herein shall be construed to preclude the University from ordering minor changes in the Work not involving increases in cost, consistent with the intent of the Contract Documents.

No change order expenditures can be made against this contract without written approval by the University's designated representative via the issuance of a contract amendment to the CM's contract by UMB's Office of Construction and Facilities Strategic Acquisitions.

3.4-B.10.1.4. Should a substantial scope change occur, the University may consider an equitable adjustment to the CM fee (up to but not exceeding the percentage of which the original CM fee is based on the Project Construction Costs), if appropriate, dependent on the scope of the change and the time frame therein. Such consideration is the sole determination of the University.

As set forth in Section 3.06 of the Standard Conditions, including 3.06.E regarding timeliness, an equitable adjustment will be made in the CM fee, if appropriate, dependent on the scope of the change and the time frame therein.

Revisions to the Project Construction Budget/DTD made by the University in order to accommodate the work of the Project(s) shall not result in an increase to the CM's fees or General Conditions unless the building's gross square footage is significantly increased or the Project's program is substantially altered, resulting in an increased level of effort for the CM. Increase to the CM's fees or General Conditions due to a change in the Project Construction Cost Limit will not be considered by the University unless the CM can demonstrate that the change results in an increased level of effort.

If the Project Construction Budget/DTD indicated in the RFP is significantly different from the reconciled Schematic Design Phase GMP estimate and the University decides to proceed with the project as designed., the University may allow a fee adjustment proportional to the original CM's Construction Services Fee on the amount exceeding if the conditions listed below are met:

- a. The CM must demonstrate that a comprehensive and accurate Value Engineering effort was provided, inclusive of a reasonable plan to get the building to the Project Construction Cost Limit established in the RFP.
- b. The University will not consider any CM Construction Services Fee increases associated with a higher GMP if the estimates provided by the CM are inaccurate regardless of the reason for the inaccuracy.

c. The University will not consider any CM Construction Services Fee increases associated with a higher GMP if the review of the bidding process does not demonstrate the CM has provided due diligence getting competitive trade contractor pricing.

3.4-B.10.1.5. The University will not consider a request to revise partial or contract completion dates without submission of a change as specified in Section 3.06 “Changes in the Work” of the Attachment I Standard Conditions (Section 00700), including timeliness, and without documentation from the project schedule, including updates, supporting the need for a revision. The University will evaluate the information submitted and determine the time extension due, if any. The University will not grant a time extension based on pleas that the contract specified insufficient time for the completion of the project.

3.4-B.10.1.6. The University and Architect will review the Construction Manager's analysis and cost data and advise the Construction Manager of their findings. The University and Construction Manager shall reach mutual agreement on the nature of the subject change and upon the University's direction eliminate the circumstances of the change or negotiate a mutually agreed cost change to be made to the GMP. The Construction Manager shall notify the Architect and the University of such changes before trade bids for the work associated are requested.

3.4-B.10.1.7. Changes to the GMP will only be made as a result of documented and University approved decisions with the issuance by UMB's Office of Construction and Facilities Strategic Acquisitions of a contract amendment to the CM's contract.

3.4-B.10.2 The Construction Manager shall develop and implement a system for review, negotiation, and processing of proposed Change Orders. He shall, with complete supporting data, recommend necessary or desirable changes to the University and the Architect for approval. At the University's discretion, in the CM's review of change order proposals in excess of \$50,000, the CM's supporting documentation shall include the CM's written estimate for such additional work.

3.4-B.10.3 There will be no CM mark-up for any change order work. Rather, change order proposals will consist of actual costs only; that is, trade contractors' change order proposals and General Conditions items, if applicable, only.

3.4-B.11. Shop Drawing Review/Processing

3.4-B.11.1 The CM will be responsible for logging all shop drawings/submittal prior to submission to the University and the Architect. The CM is to ensure that shop drawing/submittals packages are submitted in an appropriate manner and, if not, return them to the Trade Contractor for proper submission.

3.4-B.11.2 The Construction Manager shall develop and implement a system for review, acceptance or rejection, and processing of all shop drawings/submittals. He shall review this system with the University and obtain the University's approval prior to implementation.

- 3.4-B.11.3** The Construction Manager shall be responsible for tracking and monitoring all shop drawings/submittals throughout the Construction Phase until all shop drawings/submittals have been approved by the A/E and the University [minimal time frame for this review is three (3) weeks]. (See UMB Shop Drawing/Submittal Flow Chart in Attachment E.)
- 3.4-B.11.4** The Construction Manager shall include shop drawings as an agenda topic on all Owner meetings and advise the University immediately of any delays in the shop drawing/submittal process.
- 3.4-B.11.5** The Construction Manager shall develop a shop drawing/ submittal aging report, which is to be submitted to the University's Project Manager at each bi-weekly progress meeting.
- 3.4-B.11.6** The Construction Manager shall provide coordinated drawings as indicated in Section 3, Article 4, Item 3.4-A.8.2.

3.4-B.12. Project Site Documents

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

3.4-B.13. Claims Avoidance/Resolution

- 3.4-B.13.1** The Construction Manager is to advise the University, as necessary, on construction issues so as to avoid disputes. Such advice is to be provided on a timely basis.
- 3.4-B.13.2** If claims/disputes arise, the Construction Manager will provide the University with assistance as requested including, but not limited to, cost assessments, documentation review, and contract review and make recommendations accordingly.

3.4-B.14. Contract Close Out

- 3.4-B.14.1** The Construction Manager is required to bring on staff a Project Close Out Engineer, at the appropriate time, to handle project close out activities, which include punch list, scheduling of the required demonstrations and testing, and reviewing and submission of the O&M manuals. **Note:** This position cannot be performed by someone who has been assigned to other positions during the construction of the project.
- 3.4-B.14.2** The Construction Manager is responsible for compliance with all Contract Close Out items per the Contract Documents. He shall obtain data from Trade Contractors and maintain a current set of record drawings, specifications and operating manuals.
- 3.4-B.14.3** With mechanical and electrical equipment, the Construction Manager is to obtain the Operating & Maintenance (O&M) manuals at least four (4) months prior to the demonstration for such equipment. These O&M manuals are to be sent to the University Project Manager who is to forward one (1) set to University's Office of Facilities Management for review prior to the equipment demonstration.
- 3.4-B.14.4** The Construction Manager is to work closely with the University Construction and Facilities

Strategic Acquisitions office as to the procedures and schedule for Contract Close Out and the contractual obligations therein.

3.4-B.14.5 At the substantial completion of the Project, and before final payment, the CM shall deliver all such records to the University along with a complete set of as-built drawings for approval by the Architect, in a format agreed by the CM and the Architect.

3.4-B.15. Reports

3.4-B.15.1 The Construction Manager shall provide to the University on a monthly basis (every 30 days beginning 30 days from the issuance of the Notice to Proceed for the Construction Phase) or at the University's request, a written report inclusive of the items noted below.

3.4-B.15.2 Within ten (10) days of issuance of the Construction Phase Notice to Proceed, the CM is to submit to the University the report formats for each of these and prior to implementation the CM must obtain the University's approval of these formats.

3.4-B.15.3 The monthly report by the CM is to include the items noted below.

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

b. Schedule: Project schedule with a summary statement as to the status of construction for the Project (progress against baseline or baseline as amended by contract amendment).

e. Cost Status: Overall summary of the financial status of the project with the cost control report included.

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

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

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

3.4-B.16. Date of Completion

The Work and services under this Contract shall be scheduled for the time period necessary to permit completion and successful final inspection (occupancy) following the Construction Notice to Proceed for the project. Refer to Section 3 Article 2 for Project Schedule for the required schedule of the Substantial Completion Milestone(s). Time is of the essence.

3.4-B.17. Separate Contracts

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

END OF SECTION 3, ARTICLE 4, PART B

END OF SECTION 3, ARTICLE 4: CONSTRUCTION MANAGER'S OBLIGATIONS

SECTION 3, ARTICLE 5: GENERAL CONDITIONS LISTING

General Condition items are to be handled by the CM on a reimbursable basis per the General Conditions Allowance and are to include but are not necessarily limited to:

3.5.1 CM STAFF REIMBURSABLE COSTS

Field staffing needs shall be provided by the CM on a reimbursable basis per the RFP documents and the CM's Staff Reimbursable breakdown provided in the CM's Price Proposal, and is limited to the specific staff positions listed therein. Allowable costs will be at the quoted hourly billing rate, or less, per the CM's contract.

NOTE: Field support staff necessary to perform General Conditions work (laborers, craftsmen) shall be included under non-personnel General Conditions below.

3.5.2 NON-PERSONNEL GENERAL CONDITIONS

Non-Personnel General Conditions shall be provided by the CM on a reimbursable basis per the RFP documents and the CM's non-personnel General Conditions Breakdown provided in the CM's price proposal. These General Conditions items should be competitively bid, where applicable, to ensure reasonable pricing.

A. MOBILIZATION: Move on site and establish appropriate field offices.

B. TEMPORARY FACILITIES

(1) Trailer:

- (a) Provide Field office trailer(s) and all associated costs including, but non limited to the costs for utilities: water, electric, heat, telephone/data lines, sanitary lines, including all connections and usage.
- (b) Provide Field office furniture.
- (c) Provide Field office telephones.
- (d) Include temporary sanitary facilities costs for the site.

(2) **Site temporary heat and electric**, if applicable, is to be part of the Mechanical and Electrical Contractors, or the appropriate trade contractor respectively.

C. TOOLS/EQUIPMENT

- (1) Provide small power/hand tools and equipment as may be required by the CM'S field staff only (Under \$1,000 to purchase new).
- (2) Establish and maintain an appropriate shipping/receiving system.
- (3) Provide miscellaneous materials.

D. PLANS/SURVEY'S/PERMITS/TESTING

- (1) Provide reproduction of Construction Documents during construction phase.
- (2) Provide surveyors services (Site surveys, Layout, etc.), if required.
- (3) Acquire required permits and provide required third party inspection/testing services (Electric, Soils, Concrete, Steel, etc.)
- (4) A **third party testing and inspection allowance of \$350,000** is established for the Project and is to be included in Proposer's quoted not-to-exceed amount for General Conditions – Non-personnel items **for inspection/testing services**.

E. SAFETY/CLEAN-UP

- (1) Establish and maintain an on site safety program throughout construction phases.
- (2) Install and maintain temporary facilities as required: safety barricades, partitions, ladders, stairs, site fencing, signage, and traffic control devices.
- (3) Provide daily site clean-up, trash collection and removal.
- (4) Provide necessary LEED dumpsters.
- (5) Provide and maintain site security throughout project construction phases.
- (6) Provide site snow removal as may be required throughout project construction phases.

F. GENERAL

- (1) Provide temporary Weather and Dust protection (That which must practically remain outside of sub-contracts) as may be required during construction phases.
- (2) Provide progress photos throughout project construction phases; Once a month is the minimum and as may be required to document special conditions as well as disputed items. In addition, provide six (6) photographs per month taken by a Professional Photographer. Also, photograph all disputed items. Refer to Section 3 Article 4 Part B, Item 3.4-B.5.6 of the RFP for further details. Refer to item 7.08 in the General Standard Conditions for format.
- (3) Provide appropriate office type equipment (copying machine, fax machine, etc.) for field office use.
- (4) Provide field support staff necessary to perform General Conditions work (i.e. laborers, craftsmen, etc. covered by Prevailing Wage Rates). These labor costs shall be charged under the non-personnel General Conditions.

G. INSURANCE/BOND

- (1) Provide 100% Performance & Payment Bonds
- (2) Provide CM liability insurance in accordance with Attachment I Standard Conditions (Section 00700).
- (3) Provide a builders risk insurance policy in the amount of the GMP in accordance with Attachment I Standard Conditions (Section 00700).

H. CLOSE-OUT/DE-MOBILIZATION

- (1) Provide final site/facility clean-up.
- (2) Provide as-built set drawings to the University for use by the A/E in record drawing preparation, in a format agreed by the CM and the Architect.
- (3) Turn over one copy of project files and records for University archives.

Allowance expenditures must be approved by UMB prior to the provision of said services. The CM will be required to provide a "General Conditions" billing back-up in a UMB approved format that is derived from the CM's computer based project accounting/tracking system.

END OF SECTION 3, ARTICLE 5: GENERAL CONDITIONS LISTING

END OF SECTION 3: SCOPE OF SERVICES

SECTION 4 PROCUREMENT PHASES AND EVALUATION PROCESS

SECTION 4, ARTICLE 1: Technical Proposal Requirements

Technical Proposal: Refer to the Solicitation Schedule for due date for the Technical Proposal. The Technical Proposal, including any clarifications, amendments, modifications, etc. to the Technical Proposal will be considered by UMB CFSA as an Offer from the Proposing Firm.

Refer to the Solicitation Schedule for the **due date and time for questions** regarding this phase of the procurement. Questions are to be provided in writing solely to the Issuing Office (see the Solicitation Attachment J Item #7 regarding Questions/Clarifications and Attachment J item #8 for Issuing Office contact information). The Issuing Office shall be the sole point of contact with the University for the purpose of the preparation and submittal of Technical Proposals in response to this solicitation.

The Technical Proposal submitted in response to this Solicitation must demonstrate that the Consultant has sufficient expertise and experience as well as an understanding of the contract scope and objectives. It is the Consultant's responsibility to tailor its response to demonstrate this specifically for UMB CFSA rather than providing a 'cookie cutter/template' response. Proposers should describe in detail and provide evidence supporting the qualifications requested below. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and may result in disqualification. Non-conforming and non-responsive proposals may be rejected at the discretion of the University's Procurement Department.

Forms for many items required in the Technical Proposal are available in the Forms Package listed with the RFP on the UMB eBid Board at <http://www.procurement.umaryland.edu/>. Forms are created by the University for the convenience of both Proposers and the University. All Proposers are required to use the Form formats; however, Proposers may elect to reproduce the form. Proposers are to include all information requested below, even if it wasn't accurately transcribed into the form.

4.1.1 TRANSMITTAL LETTER:

- A. The Transmittal Letter included with this Solicitation in Attachment A is to be provided. By completing this Transmittal Letter, the Proposer will provide to the University the name, title, phone number including extension number, and email address of the Proposing Firm's contact for the Technical Proposal response.
- B. The Transmittal Letter is to be signed by an appropriate/authorized person of the Proposing Firm. (See Attachment J "Signing of Forms")

4.1.2 PROJECT CONSTRUCTION BUDGET AND SCHEDULE: In order to be considered responsive, all firms must either agree with or take exception to the Project Costs and Schedule, per Section 3 Article 2.

- A. The University considers the project to be feasible at the Project Construction Budget and the Project Time Frames and may disallow any change to them. Firms wishing to argue for higher Project Construction Budget or adjusted Project Time Frames must do so convincingly and provide sufficient evidence to support their argument and include such documentation in the technical proposal envelope; if a proposer does not provide this in his technical proposal, it is understood that he accepts the Project Construction Budget and Project Time Frames.

The University will make the final determination. In the event the Project Construction Budget and/or Project Time Frames are adjusted, all firms will be notified. In the event the Project Construction Budget and Project Time Frames are not adjusted, all firms arguing for a higher Project Construction Budget and/or adjusted Project Time Frames will be asked to indicate whether they wish to withdraw. Firms will neither be rewarded nor penalized in any way for initially arguing with or accepting the Project Construction Budget and Project Time Frames noted in this RFP.

- B. By submitting a Price proposal, the proposer agrees that the construction of the project (i) shall not exceed the amount of the Project Construction Budget and (ii) can be designed and constructed within the Project Time Frames.

4.1.3 **CONTRACTOR TEAM MANAGEMENT & ORGANIZATION:**

Proposers are to submit a graphic of their making, providing an organizational chart of the proposed CM Team inclusive of the following.

- (1) Firm Name;
- (2) CM Team Organizational and Reporting Structure including the positions of the Key Personnel Proposed for this Contract, per Item 4.1.4.B, and Other Key People; and,
- (3) Key Person's Name and Project Role

4.1.4 **TECHNICAL QUALIFICATION CRITERIA** (listed in order of importance):

The following information must be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response. Describe in detail and provide evidence supporting qualifications requested below. The University reserves the right to check any reference source at its sole discretion, including sources not identified by the proposer. The University may also consider the performance of the proposer on any/all projects performed for the University prior to submittal of this proposal, including ongoing/active projects, whether identified by the proposer or not.

A. CM TEAM BASIS FOR SELECTION:

- (1) Complete the "Key CM Personnel/Basis for Selection Form" (Form found in Attachment A of the forms package) for all key personnel on the CM Team. NOTE: If at the time of RFP submission, the CM cannot identify a specific person for a position on the CM team, please describe the qualifications you will be looking for in the person to be selected;
- (2) Working Relationships: Complete the "CM Key Personnel Working Relationship Form" (found in Attachment A of the forms package) on all named CM Key Personnel (per 4.1.4.B.) Complete this form fully so as to convey the previous working relationships between and among the proposed CM team members. Key Personnel Proposed for this Contract, who have previously worked together on successfully completed projects similar to the University's project are preferred.

B. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

These people must be direct and current employees of the Proposing Firm. Submit Resumes, in the form of Key Personnel forms, for each key team member noted, who are to be assigned to this project if awarded (see definitions below for these positions and qualifications for details):

CM Project Executive (Px)
CM Project Manager (PM)
CM Field Superintendent (FS)
CM Project Estimator
BIM/VDC Manager
MEP Project Engineer

(1) Definitions and Qualification Requirements for Key Personnel:

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

CM Project Manager (PM): Person from Construction Manager who will be involved on a continual basis from commencement of the contract until construction completion. This person will be responsible for the overall management of the CM team and the completion of the project. Minimum 8 years required in role.

(Note: Some Proposers may elect to have separate Project Managers for Pre-construction and Construction. This is acceptable, however, the University prefers only one Project Manager. If the proposer elects to have separate project managers, the construction Project Manager **must have involvement** in the pre-construction phase.) **The Project Manager must be full time during the construction phase.**

CM Field Superintendent: Person from the Construction Manager who must be on site 100% once construction commences and will be responsible for the direct supervision of the trade contractors, daily coordination of the work on site to maintain the schedule, on site management such as material deliveries, outages, etc. Minimum 8 years required in the role.

CM Project Estimator: Person from the CM who will be directly responsible for preparing, testing in the marketplace, explaining, and defending the estimate (s). Note: This is to be the person who will be directly preparing the estimate, not the head of the estimating department who will be overseeing and managing the process.

BIM/VDC Manager: Person from the CM who will lead the BIM effort throughout the project, including participating in the development of the BIM Execution Plan and other subcontractor modeling efforts. This person will ensure that an up-to-date construction model is maintained in accordance with the project protocols and loaded with schedule (4D) information. The position will be involved during both pre-construction and construction phases.

MEP Project Engineer: Person from the Construction Manager who must be on site 100% once construction of the MEP trades commences and will be responsible for the direct supervision of the MEP trade contractors, daily coordination of the work on site to maintain the schedule, on site management such as quality control, submittals, RFI's, outages, etc.

- (a) **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 prior to such changes or assignments occurring via a contract modification issued by the Procurement Officer. See also Section 3, Article 4, Item 3.4-B.5.1.3.

In the event that circumstances necessitate to add or substitute staff for any of the key personnel positions designated, the individual(s) proposed must demonstrate similar qualifications, experience, and documentation as required in this RFP to successfully perform such duties, and sufficient information to demonstrate that the proposed individual(s) meets or exceeds the qualifications of the Key Personnel to be replaced. The Procurement Officer shall have the sole right to determine whether key personnel proposed as substitutes qualify.

- (2) **KEY PERSONNEL FORMS:** (Form found in Attachment A) Submit for each key team member noted above in item B, to be assigned to this project if awarded, inclusive of the following:

- (a) Project Time Commitment: Specify percentage of time and anticipated hours to be committed to this project during both the pre-construction and the construction phases. (Note: If 50% time commitment is noted, this is understood to mean 20 hours per week for the duration of the phase or phases noted.);
- (b) Current Workload of Key Personnel;
- (c) Educational background;
- (d) Employment History and Qualifications: durations (by dates) of employment and position(s) held. Refer to item (1) above for minimum qualifications.;
- (e) Similar Project/Contract Experience: Specific project experience similar to the University's project (preferably the projects listed in item.E below) and the role in pre-construction and construction that this person played in each selected project. Projects where the role is the same as to be assigned on the School of Social Work Building project are preferred. ***Provide a description of the types of Pre-Construction and Construction Services performed by this individual.***
- (i) Each key team member noted above in item B will be evaluated based on their background and experience in a similar role with projects which are relevant and similar in size, function and complexity to the University's project, i.e., (projects performed CM at Risk, in a higher education and urban setting, professional school buildings, and high performance envelop and MEP systems, and civil/utility work) Refer to item E.(1)(c) "***Notes on Project Similarities" below for the similar/relevant criteria as well as the CM Firm Experience project criteria status/contract method/project dollar size that will be utilized in the evaluation of the Key Personnel projects to be used to evaluate project experience. Key People that have worked together on other successful projects are preferred.
- (ii) A minimum of three (3) projects, but not more than four (4) projects, are to be listed for each person. A concise, detailed description of the project should be given (if not provided elsewhere in the technical proposal) inclusive of the type of work performed (i.e., new construction, high performance/NZE, plaza, civil/utility work, etc.), work setting (higher education, urban, etc.), dollar volume of project, contract method (CM at

Risk, CM Agent, GC, Design/Build, DBB, etc.), role of key person and **description of the types of services performed in pre-construction and construction**, schedule of the job, and duration of assignment (the University prefers if they were assigned for all project phases and the full duration of the project construction to demonstrate significant involvement and experience), similarities of the project to this contract. It is preferred that the projects/contracts listed are some of the projects/contracts provided under contracts listed under the firm experience.; and,

(iii) In the event that more than four (4) projects are listed for each named key person, only the first four (4) projects will be evaluated by the Evaluation Committee.

(f) Achievements/Other Notations.

(g) Key Personnel References: Provide three (3) project references on each of the proposed key people noted above in item e above inclusive of contact person, phone number including extension if applicable, and email address (in the space provided on the Key Personnel Form). Such references are to be project references on the Key Personnel Attachment Form not employment references; that is, the University is interested in speaking to a Project Owner or A/E regarding the person's performance on a particular project. Please ensure that the information is accurate and that the **reference named** can speak to the individual's **performance in the role to be assigned on this project.**

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

In addition, the University reserves the right to check other sources available including itself even if not provided as such by the Proposer. Such references will be held in strictest confidence by the University.

NOTE: UMB reserves the right to check references of the Key Personnel at any point during the procurement process, however, it is UMB's intention to check references during the Second Phase Technical Evaluation. Only the shortlisted firms will have their references contacted, however, all firms responding must furnish this information within their Technical Proposals due per the Section 1 Solicitation Schedule.

C. **MATRIX OF ANTICIPATED TOTAL HOURS:** (Form found in Attachment A)
Complete the enclosed "Anticipated Total Hours Form" for on-site staff during the construction phase.

D. **MATRIX OF SERVICES:** (Form found in Attachment A) Complete the "Matrix of Services Form" to indicate which of the key people have primary or secondary responsibility in performing pre-construction and construction services. **In completing this form, there should only be one person listed as having primary responsibility (1) for each service. Multiple people may be listed as having secondary responsibility (2) or Participating (P).** Include a narrative to explain the rationale behind how responsibilities are assigned.

E. **FIRM RELEVANT EXPERIENCE/FIRM REFERENCES**

(1) **CM Firm Experience:** Three (3) projects are to be submitted by each proposer. All proposers are to base their responses on their three (3) most recently completed projects that reflect the size, type, schedule and CM services required under this RFP. With each of these

projects, provide project photograph(s) (color is desirable) with the description on the same or opposing page. Projects **must** include the information noted below as well as meeting the following criteria items in order to be considered and all projects must be done by the proposing firm.

- (a) **Joint Ventures:** If the Proposing CM firm is a joint venture firm, the following applies:
Of the three (3) projects submitted, a minimum of two (2) projects **MUST** be from the majority joint venture party; of these two (2) projects, one (1) project **MUST** be a new construction academic facility in higher education completed with the CM at risk delivery.
- (b) **Project Info:** The project submission shall include the following:
 - Project Name and Location;
 - Project Owner, Contact Person, Email Address and Telephone Number;
 - Construction Start and Project Completion Date;
 - Construction Cost*;
 - Contract Method (i.e., GC, CM or DB)
 - Project Gross Square Footage;
 - Project Net Square Footage;
 - Similarities of the submitted project to the University’s project**;
 - Brief Description;
 - Names of Proposed Key Personnel to be assigned to this project (per item B above) who were involved in the project and the assigned role for each key people.;
 - Project Setting (i.e., university, urban setting, open or constrained site, occupied building renovation/addition, etc.);

***Notes on Project Construction Costs:**

For project construction costs, Proposers are to use the following escalation chart to determine the project size in today’s dollars for purposes of meeting any project cost requirement. The escalation factor is to be calculated from the midpoint of construction and is cumulative.

Calendar Year	% Escalation Factor
2008	6
2009	1
2010	1
2011	3.5
2012	3
2013	3.5
2014	3.6
2015	3
2016	3
2017	3.5
2018	4
2019	4
2020	9.3
2021	5

2022	4.5
Onward	4.5

In addition, please note that project construction costs are **NOT** to include FFE (furnishings, fixtures and equipment) costs.

****Notes on Project Similarities:**

The criteria used in the evaluation of similarities include, but is not limited to, the following:

- Projects which are new facilities that include classrooms, training facilities, class labs (examples: interview rooms, home health lab, media share class lab), research areas, offices and meeting rooms;
- Projects that include active learning environments and collaborative student workspaces;
- Projects located in a higher education setting, preferably professional schools (Note: For evaluation, higher education (can include comparable academic programs in community colleges);
- Projects which are constructed utilizing a Construction Management at Risk method;
- Projects which are constructed utilizing design assist;
- Projects which are constructed utilizing BIM, ideally during design and construction;
- Projects included significant public hardscape and landscape features in an urban setting; and
- Projects that incorporated high-performance building design strategies and net-zero energy usage goals.

(c) Project Criteria:

- Names of Proposed Key Personnel to be assigned to this project who were involved in the project and the assigned role for each key people: The University prefers key people who were involved in the submitted projects and, particularly in the same proposed role.
- The projects submitted are to be similar in size, function and complexity to the University’s project. Refer to item (b) “**Notes on Project Similarities” above for the similar/relevant criteria to be used to evaluate project experience, with a greater degree of consideration given if the majority of these factors are applicable to the projects submitted.
- **Project Status:** Of the submitted projects, the following applies:
 - o All projects submitted under this category are preferably a maximum of ten (10) years old based on the project completion date with a further preference for projects less than five (5) years;
 - o Two (2) projects must be complete and occupied for at least six (6) months;
 - o One (1) project can be substantially complete (available for use for its intended purpose) with completed projects preferred; and,

- **Contract Method:** All three (3) submitted projects should have been done using the construction manager (CM) at Risk contract method.

Note: The Construction Management at Risk or Construction Management with GMP contract method are synonymous and are defined to be that contract method in which the Construction Manager is retained to provide pre-construction and construction services to the Owner inclusive of constructing the facility under a guaranteed maximum price.)

- **Project Dollar Size:** the following construction costs apply. Projects which are closer to the size of the University's project are preferred; please note that construction costs cannot include furnishings:
 - o Construction costs must exceed \$50 million, but should be over \$75 million

(2) **Firm Project References:** from submitted projects in item (1) above **

- (a) Provide three (3) references per the projects submitted under the firm experience category above in item E.(1). Provide contact name, address, email address and telephone number for each reference. Such references are to be from different projects; that is, only one reference per project is allowed.

The University reserves the right to verify all information given, if it so chooses, as well as to check any other sources available. As well, the University may utilize itself as a reference even if not provided as such by the Proposer.

Please be sure that accurate information is provided and that the contact person is capable of speaking to your firm's capability in performing the services required. References will be held in the strictest of confidence.

- (b) **Additional Firm Project References:** Please provide two additional project references, including name of company, contact name, email address and phone number. These will be used only in the event the University is unable to contact one or more of the three projects given above item (a). Please include with these references, applicable projects with a brief description of each inclusive of dollar size and date completed.

NOTE: UMB reserves the right to check references of the Firm at any point during the procurement process, however, it is UMB's intention to check references during the Second Phase Technical Evaluation. Only the shortlisted firms will have their references contacted, however, all firms responding must furnish this information within their Technical Proposals due per the Section 1 Solicitation Schedule

F. PROJECT SPECIFIC ITEMS

- (1) **Project Challenge:** Select one (1) aspect of the project which your CM Team finds to be the most challenging and provide the following:
 - (a) A description of this one (1) aspect;
 - (b) The reason your CM Team finds it to be the most challenging;
 - (c) A description of how your CM Team would address this issue and what your recommendations might be.

- (2) **Schedule:** Provide a narrative commenting on the construction schedule from NTP to substantial completion, per Section 3 Article 2 Item 3.2.2. The University is specifically requesting the proposer to evaluate the feasibility to complete the project in the construction timeframe provided. If the proposer does not feel that the timeframe is adequate, they should provide an evaluation for their own timeframe recommendation; make sure to include specific details and reasoning behind the timeframe recommendation. Proposers should also include in the narrative a background of the firm's experience and abilities to deliver similar projects on time with tighter or truncated schedules. The University will be evaluating this section based on the firm's response of providing a thorough evaluation, explanation, and narrative of the construction schedule and not on the proposer simply agreeing with the University provided timeframe. Proposers may combine the Schedule with the Project Challenge if they find it to be the most challenging aspect of the project.
- (3) **Project Specific Background:** Provide summary information on your firm's specific background in doing a CM at risk project such as this one. Information to be provided under this category includes, but is not limited to, (i) percentage of work done by the proposing firm which is a renovation of an existing academic facility on a higher education campus and utility as well as hardscape construction utilizing the CM at risk or CM with GMP method, and (ii) applicable project experience other than the three (3) projects submitted under the Firm Experience Category (E.(2)(b)) above.
- (4) **Pre-Construction Services:** Provide examples of 100% DD estimates, Constructability/Biddability Review, and Value Engineering Reports that your firm submitted in performing pre-construction services for one of the jobs you have listed under your firm experience.

- G. **PROFILE OF PROPOSER:** Provide the information requested below on your firm. Please note: If the Proposer is a local office of a parent company, the information requested under #(2) and #(3) are to be provided on the local office only who will be managing this contract not on the parent organization, unless the parent organization is the Proposer.

Note: If the Proposer is a joint venture, the information requested in all subcategories (#(1), #(2) and #(3) below) are to be provided on all parties. In addition, please note that the information provided under this category of Profile of Proposer will be evaluated for each joint venture party based on its percentage of the joint venture firm.

- (1) **Company Background:** Provide a brief but **informative** history of your firm inclusive of (i) how your firm has developed over the years, (ii) type of work done, (iii) client base, (iv) year in which your firm commenced providing Construction Management at Risk services, (v) number of employees inclusive of a breakdown among office and field and supervisory and non-supervisory, (vi) your firm's bonding capacity, and (vii) your firm's Dun & Bradstreet Report inclusive of Rating and/or recent audited Financial statement.

Note: If **joint venture**, provide (i) history of joint venture experience for all parties and (ii) specifically history of this joint venture relationship inclusive of the reasoning for the establishment of the joint venture on this project and (iii) a listing of all joint venture parties and each party's percentage of the joint venture firm. In addition, the joint venture Proposer

is to identify the responsible JV party for each of the CM services to be provided during the Pre-Construction and Construction phases of the Project.

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

- (2) Complete the "**Annual Sales Volume/Completed Projects form**" on a per year basis for the last three (3) years (**2019-2021**) and indicate what percentage of such work is CM at risk*, GC, or other (name). (This information is to be about the responsible branch office only, not the parent organization.) *Note: See definition of CM at risk in the RFP Section 3.

- (3) Complete the "**Current Workload form**" (found in Attachment A of the Forms Package) on which you are to list current projects on which your firm is committed, the dollar volume of each, the time frame for each, and the Project Manager and Field Superintendent. In addition, please describe your firm's ability to accomplish the proposed services on this project within specified time frames in the space provided on this form. (This information is to be about the responsible branch office only, not the parent organization, unless the parent organization is the Proposer.)

4.1.5 **CONTRACTOR'S LICENSE:** Photocopy.

Proposers must be licensed and registered as required by the Laws of the State of Maryland.

4.1.6 **EBUILDER AFFIDAVIT:** Complete and submit form (found in Attachment A).

The (UMB-FO utilizes eBuilder Project Management software to assist in the management of all projects. Use of the eBuilder system involves submission of all documentation through the web-based system. Such documentation includes submissions during design and construction phases, and includes construction document submissions, cost estimates, constructability and biddability reviews, reports, requests for information, product submittals, shop drawings, outage requests, and other project related documents.

The University of Maryland, Baltimore Design and Construction (UMB D&C) has an eBuilder unlimited licensing plan. This means that the project team (A/E and Contractor) will be required to register for use of the eBuilder system through UMB D&C and there is no purchase price for an annual license for each staff under this contract.

4.1.7 **BID/PROPOSAL AFFIDAVIT:** Complete and submit form (found in Attachment A).

State and USM Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit.

4.1.8 **ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM:** If any addenda to the solicitation documents are issued prior to the due date and time for Technical Proposal, this form (found in Attachment A) is to be completed, signed, and included in the Technical Proposal.

4.1.9 **MBE ATTACHMENT H-1A PART 2, MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT:** This form (found in Attachment A) MUST be submitted with the Technical Proposal. If it is not, the Procurement Officer **shall** classify the Proposal as not susceptible of the award. **BY LAW, THIS IS NON-CURABLE.**

**END OF SECTION 4, ARTICLE 1:
TECHNICAL PROPOSAL REQUIREMENTS**

SECTION 4, ARTICLE 2: Oral Interviews

At the sole discretion of the University, Proposers that are short-listed as a result of the evaluation of the Technical Proposals may be required to submit additional materials for evaluation by the Qualification Committee. Should the University elect to require such a submittal, only those Contractor firms who are shortlisted based on the Technical evaluation will be requested to submit.

4.2.1 ORAL INTERVIEW :

- A. **Oral Interviews:** Only those Proposers who are shortlisted as a result of the Initial Technical Evaluation will be requested to attend an Oral Interview at the University.

The Oral Interview forum will be informal as the University is not interested in marketing presentations; rather, we are requesting a round table discussion with the shortlisted A/E firms.

The University also reserves the right to visit Proposer's place of business during the evaluation process.

- (1) **Appointments:** The date and time of the Oral Interview will be set by the University upon completion of the Technical evaluation, however, this session(s) is (are) anticipated to be held on the date(s) stated in Section 1 of this RFP. Accordingly, proposers are advised to set these dates aside in their entirety on the appropriate people's calendars to avoid any conflicts, as they are not expected to change. The actual time on this date will be verified with the applicable proposers at the time it is requested. At the time the Oral Presentations are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics, time periods, and requested CM personnel.
- (2) **Proposer Attendees:** Each shortlisted proposer will be required to have the following key personnel attend:
 - Principal-in-Charge,
 - CM Project Executive (Px)
 - CM Project Manager (PM)
 - CM Field Superintendent (FS)
 - CM Project Estimator
 - BIM/VDC Manager, and
 - MEP Project Engineer

B. **The Purposes Of The Oral Interview Are As Follows:**

- (1) To allow the University to meet the Proposer's key personnel and provide them an opportunity to convey their background and expertise as it applies to the University's project,

- (2) to provide an opportunity to clarify the CM scope of services for this Project; and to provide the CM team the opportunity to address their understanding of the pre-construction and construction services required for this project, and their expertise in providing the same;
- (3) to discuss selected categories of the Proposer's Technical Proposal; and,
- (4) to review the Price Proposal form.

C. Upon completion of the Oral Interviews, the University will conduct the Second Phase Technical Evaluation as described in Section 4, Article 3.

**END OF SECTION 4, ARTICLE 2:
ORAL INTERVIEWS**

SECTION 4, ARTICLE 3: Technical Evaluation

4.3.1 EVALUATION OF PROPOSALS

The University will establish an Evaluation Committee for the purpose of evaluating Technical Proposals submitted in response to this RFP. As the procurement progresses, the Committee may seek input from other appropriate University staff on the proposed services. As well, the Committee may request additional assistance from any source at any time during the procurement

4.3.2 QUALIFYING PROPOSALS

The University's Procurement shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a Contractor's proposal. UMB reserves the right to waive a mandatory requirement when it is in its best interest to do so. The Contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the UMB.

4.3.3 TECHNICAL EVALUATION:

A. Evaluation:

A University Qualification Committee ("the Committee") will evaluate the Technical Proposals for the purpose of establishing a shortlist of Contractor Firms to perform the services required under this Contract that will then be invited to Oral Interviews as described in the solicitation. The process involves applying the evaluation criteria to the RFP to determine proposals that are most advantageous to the University. The evaluation process will be facilitated by the University's Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate University staff and/or additional assistance from any other source at any time.

Technical criteria are listed in Section 4, Article 1 in order of importance. The one exception to the order of importance is the reference checking on key personnel and proposing firm will only be conducted as part of the second phase technical evaluation noted below.

B. Shortlist:

Based on the Committee's evaluation of the strengths, weaknesses, and deficiencies in the Technical Proposal, the Committee will submit a short list of proposers for further consideration to the Procurement Officer. It is anticipated that a short-list of at least two (2) Contractor Firms will be recommended by the Qualification Committee. Only shortlisted firms will advance in the procurement process. Those proposers not deemed susceptible of the award and not short listed will be advised and will not progress further in the procurement.

4.3.4 SECOND PHASE TECHNICAL EVALUATION:

A. Evaluation:

Another evaluation will be conducted by the University's Qualification Committee, utilizing all information provided by the Proposer in the Technical proposal, any additional submission information requested, Interview/Oral Presentations, as well as any information brought forward during the Interview/Oral Presentations that impresses on the Technical evaluation criteria.

Further information may be requested by the University during the technical evaluation process and a Best & Final technical phase may be conducted.

The order of importance of the technical criteria will be as follows: CM Team Organization/Key Personnel including References, Firm Experience including References, Project Specific Items, and Profile of Proposer.

B. Shortlist:

Based on the Committee's evaluation of the strengths, weaknesses, advantages, and deficiencies in the Technical Proposal, the Committee will submit a second short list of proposers for further consideration to the Procurement Officer. It is anticipated that a shortlist of at least two (2) Contractor Firms will be recommended by the Qualification Committee. Only shortlisted firms will advance in the procurement process. Those proposers not short listed will be advised and will not progress further in the procurement.

**END OF SECTION 4, ARTICLE 4:
TECHNICAL EVALUATION**

SECTION 4, ARTICLE 4: Price Proposal/Final Evaluation and Selection

Only those Proposers who remain shortlisted after the Second Phase Technical evaluation will be requested to submit a Price Proposal. The **due date** for submission of the **Price Proposal** is to be set for shortlisted firms and is anticipated per the Section 1 Solicitation Schedule.

4.4.1 PRICE PROPOSAL SUBMITTAL

The Price Proposal Form is provided in Attachment G of the RFP.

The Price Proposal shall be filled out **completely inclusive of the attachments**. Any erasures and/or alterations to the Proposer's pricing shall be initialed in ink by the signer. Please note, however, that no changes, alterations, or additions to the Price Proposal Form are permitted.

The Price Proposal shall clearly indicate the maximum cost to the University for CM Pre-Construction and Construction Phase CM services as well as the not-to-exceed (NTE) CM Reimbursable Costs per the RFP. **Refer to Section 3 Scope of Work for details.**

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

A. Transmittal Letter

A transmittal letter prepared on the Proposer's business stationery must accompany the Price Proposal Submittal. The purpose of this letter is to transmit the Proposal; therefore, they should be brief, but shall list all items contained within the Technical Proposal. The letter must be signed by an individual who is authorized to bind their firm to all statements, including services and financials, contained in the Proposal. See Attachment J "Signing of Forms" regarding authorized signatures required.

B. CM Fixed Fees:

- (1) **CM Pre-Construction Phase Fee** for all costs associated with providing the CM services in the pre-construction phase for the Project and inclusive of the of pre-construction allowances (see Section 3 Article 3 for allowance amounts); and,
- (2) **CM Construction Phase Fee.**

C. CM Reimbursable Costs to be quoted on a Not-to-Exceed Basis:

- (1) General Conditions Allowance Items:
 - (a) **CM Staff Reimbursable Costs** only for on-site personnel during construction for the Project including costs for all applicable positions (see Section 3 Articles 4 and 5). In addition, Proposers are to complete the staff Reimbursables Cost Breakdown Form with its Price Proposal.

Please note: By submitting its price proposal, a Proposer is committing that the costs associated with these on-site staff positions for the GMP will not exceed the amount quoted in his Price Proposal if they are the awarded CM firm. **CM Hourly Billing Rates for the Project** based on Section 3 Articles 4 and 5 for the applicable on site positions during construction excluding those positions in which prevailing wage rates apply. These hourly bill rates will be the basis by which the awarded CM is reimbursed for these

assigned positions. **The hours priced must, at a minimum, match the "Anticipated Number of Hours for On Site Personnel" provided for evaluation in the Technical Proposal.**

- (b) **General Conditions Non-Personnel Items** for the Project per Section 3 Article 5 inclusive of CM's General Liability Insurance, Builders' Risk Insurance and 100% Performance and Payment Bonds and to include the Third Party Testing & Inspection allowance (see Section 3 Article 5 for allowance amount). The Proposer is required to provide as part of The Price Proposal form a breakdown of costs these non-personnel items on the form provided. (Firm prices for bonds and insurance are to be quoted. The balance of the non-personnel items must be a minimum of 3% of the Project Construction Budget.)

Note: The Staff Reimbursable Breakdown and Non-personnel General Conditions Breakdown Attachments are for informational and price analyses purposes only and are not guarantees.

- (c) **CM-GMP Contingency:** Amount of this contingency to be quoted by the CM but must be a minimum of 1.75% of the Project Construction Budget. (see Section 3 for details on this contingency).

4.4.2 PRICE PROPOSAL EVALUATIONS:

- A. Price Proposals will not be opened publicly.
- B. Price Proposals will be evaluated based on the total price inclusive of all Fixed Fees (CM Pre-Construction fee and CM Construction Phase fee) and Reimbursable Costs as noted above and on the Price Proposal form for the Project.
- C. The University may elect to request Best & Final Price Proposal(s).

4.4.3 FINAL PROPOSAL RATING:

- A. The final proposal rating will be based on the second phase technical evaluation and the Price Proposal evaluation.
- B. Technical merit will have a much greater weight than cost.
- C. The Evaluation and Selection Committee will make a business decision to choose from among the highest rated proposals that proposal which will best serve the interests of the University, in accordance with State procurement regulations.
- D. Upon successful completion of evaluations, the University will proceed with the contract award. As stated in Attachment J, the University reserves the right to make an award with or without negotiations.

4.4.4 AWARD:

- A. The successful Contractor firm will be required to sign the University's contract prior to Board of Public Works (BPW) approval (see Attachment B for the University's Standard Form of Construction Contract). If the selected Contractor is a joint venture firm, all joint venture parties will be held responsible for the contract obligations separately and severally.
 - (1) Upon approval by the Board of Public Works the University shall fully execute the contract for Preconstruction Services with the successful Contractor firm.

**END OF SECTION 4, ARTICLE 4:
PRICE PROPOSAL/FINAL EVALUATION AND SELECTION**

END OF SECTION 4: PROCUREMENT PHASES AND EVALUATION PROCESS

FORMS AND ATTACHMENTS

ATTACHMENT A

TECHNICAL PROPOSAL FORMS SEE SEPARATE ATTACHMENT

The following forms must be included within the Technical Proposal. However, please refer to Section 4 for further required contents of the Technical Proposal. Completion of these forms is not the entire Proposal.

Transmittal Letter

CM Key Personnel Form

CM Key Personnel/Basis for Selection Form

CM Key Personnel Working Relationship Form

Anticipated Number of Hours for On Site Personnel Form

Matrix of Services Form

CM Experience Form

Annual Sales Volume/Number of Projects Form

Current Workload Form

eBuilder Affidavit

Bid/Proposal Affidavit

Acknowledgement of Receipt of Addenda (if applicable)

MBE Attachment H-1A Part 2, MBE Utilization and Fair Solicitation Affidavit

It is the Proposer's responsibility to thoroughly review the RFP documents, in particular Section 4, to ensure all required contents are submitted.

The forms required to be submitted in the Technical Proposal are provided as a separate WORD file.

ATTACHMENT B

Contract Forms

DUE UPON AWARD OF PRECONSTRUCTION SERVICES:

University's Construction Contract

Contract Affidavit

Contractor Affidavit, Apprenticeship Training Fund Verification

DUE UPON AWARD OF GMP(S):

Performance and Payment Bonds (if price over \$100,000)

MBE – Attachment H1A, Part 3 thru H-3B (as applicable)

Subcontractor Affidavit, Apprenticeship Training Fund Verification

STANDARD FORM OF CONSTRUCTION CONTRACT

CONTRACT # C- _____

This Standard Form of Construction Contract (SFCC) is made by and between the University of Maryland, Baltimore ("University") and _____ (Firm Legal Name), _____ (Address), _____ (City), _____ (State), _____ (Zipcode) , FID # _____ ("Contractor") on the date signed by the University below.

WITNESSETH:

1. The University has issued a procurement solicitation in connection with a certain project known as _____ at _____.

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

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

1. The Contract consists of the following documents:
RFP # _____ Document dated ___/___/___;
RFP # _____ Addendum #1 dated ___/___/___;
_____ 's (Firm Legal Name) Technical Proposal dated ___/___/___ including Key Personnel (_____ - Project Executive, _____ – Project Manager, _____ – Field Superintendent, _____ – Project Estimator, _____ - BIM/VDC Manager, _____ - MEP Project Engineer) and MBE Commitment of ___% with MBE sub-goal commitments of ___% MBE participation from firms classified as _____-owned and ___% MBE participation from firms classified as _____-owned; and,
_____ 's (Firm Legal Name) Price Proposal dated ___/___/___.
all of which are collectively referred to as the Contract Documents all of which are incorporated into this SFCC as it is fully set forth.
2. The Contractor shall completely perform its obligations under the Contract in a timely manner.
3. The Contractor shall diligently prosecute the Work from and after the issuance of the Notice to Proceed and shall complete the initial pre-construction services not later than _____ () months, inclusive of _____ () for bidding, preparation, including BPW approval of the GMP. Subsequent amendments are to be issued in accordance with the RFP documents and as approved by the University, at which point the Contractor shall diligently prosecute the Work from and after the issuance of the Notice to Proceed and shall substantially complete the construction work not later than _____ () months.
4. Total monetary compensation to the Contractor under the Contract is _____ for the initial contract in which the Contractor is to provide pre-construction services only for the project with subsequent amendments to be issued in accordance with the RFP documents and as approved by the University.

(Signatures on following page)

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

Contractor

(Witness)

By: _____ (Seal)

Print Name: _____

Title: _____

University of Maryland, Baltimore
University

(Witness)

By: _____

Print Name: _____

Title: _____

BUDGETARY DATA:

Requisition No. _____

Fund: _____

Budget: _____

Approved by Board of Public Works:

Item No. _____ Date: _____

CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the
_____ (title) and duly authorized representative of
_____ (name of business entity) and that I possess the legal
authority to make this affidavit on behalf of the business for which I am acting.

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 box):

- (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 \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other

agreements reaches \$200,000, 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, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

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 Proposal, 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), above;

(h) Notify its employees in the statement required by §E(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 §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(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 §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(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.

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

_____, 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: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

**CONTRACTOR AFFIDAVIT APPRENTICESHIP TRAINING FUND
VERIFICATION**

Submit this document to the Procurement Officer within 10 Working Days of Notification of Apparent Awardee.

In conjunction with the bid or offer submitted in response to the New School of Social Work Building University, Solicitation No. 20-399 CB, I affirm one of the following with regards to apprenticeship contributions:

- Participates in an apprenticeship training program for each covered craft in which I will employ persons for the covered project.
- Will make payments to the Fund.
- Will make payments in amounts determined under §17-605 of the State Finance and Procurement Annotate Code of Maryland, to a registered apprenticeship program or to an organization that has registered apprenticeship programs for the purpose of supporting these programs.

I understand that if I fail to return this 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.

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Firm Name

Signature of Affiant

Address

Printed Name, Title

City, State, Zip

Phone

Fax

E-Mail

Date

PERFORMANCE BOND

Principal	Business Address of Principal
<hr/>	
Surety	Obligee
a corporation of the State of _____	STATE OF MARYLAND
and authorized to do business in the State of Maryland	
<hr/>	
_____	Date of Contract _____, 20____
Penal Sum of Bond (express in words and figures)	
Description of Contract: New School of Social Work Building 20-399 CB	Date Bond Executed _____, 20____
 Contract Number: _____	
<hr/>	

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

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

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

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

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

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

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

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

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

Individual Principal

In Presence of:

Witness

(Name)

_____ as to _____ (SEAL)

Co-Partnership Principal

In Presence of:

Witness:

(Name of Co-Partnership)

_____ as to _____ (SEAL)

Partner

_____ as to _____ (SEAL)

Partner

_____ as to _____ (SEAL)

Partner

Corporate Principal

Attest:

(Name of Corporation)

AFFIX
CORPORATE
SEAL

_____ By: _____

Corporate Secretary

President

Attest:

Signature

(Individual or Corporate Surety)

Bonding Agent's Name

By: _____

Agent's Address:

SEAL

_____ Title: _____

(Business Address of Surety)

Approved as to form and legal sufficiency this

_____ day of _____ 20__

Assistant Attorney General

PAYMENT BOND

Principal	Business Address of Principal
<hr/>	
Surety	Obligee
a corporation of the State of _____	STATE OF MARYLAND
and authorized to do business in the State of Maryland	By and through the following Administration
<hr/>	
_____	Date of Contract _____, 20____
Penal Sum of Bond (express in words and figures)	
Description of Contract: New School of Social Work Building 20-399 CB	Date Bond Executed _____, 20____
Contract Number: _____	

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

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

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

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

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

2. The above named Principal and Surety hereby jointly and severally agree with the Oblige that every claimant as herein defined, who has not been in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit

to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

Individual Principal

In Presence of:

Witness

(Name)

as to

(SEAL)

Co-Partnership Principal

In Presence of:

Witness:

(Name of Co-Partnership)

as to

(SEAL)

Partner

as to

(SEAL)

Partner

as to

(SEAL)

Partner

Corporate Principal

Attest:

(Name of Corporation)

AFFIX
CORPORATE
SEAL

By:

Corporate Secretary

President

Attest:

Signature

(Individual or Corporate Surety)

Bonding Agent's Name

By:

Agent's Address:

SEAL

Title:

(Business Address of Surety)

Approved as to form and legal sufficiency this

day of 20

Assistant Attorney General

SUBCONTRACTOR AFFIDAVIT APPRENTICESHIP TRAINING FUND VERIFICATION

Submit this document to the Procurement Officer within 10 Working Days of Notification of Apparent Awardee.

In conjunction with the bid or offer submitted in response to the New School of Social Work Building

University, Solicitation No. 20-399 CB, I affirm one of the following with regards to apprenticeship contributions:

- ___ Participates in an apprenticeship training program for each covered craft in which I will employ persons for the covered project.
- ___ Will make payments to the Fund.
- ___ Will make payments in amounts determined under §17-605 of the State Finance and Procurement Annotate Code of Maryland, to a registered apprenticeship program or to an organization that has registered apprenticeship programs for the purpose of supporting these programs.

I understand that if I fail to return this 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.

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Firm Name

Signature of Affiant

Address

Printed Name, Title

City, State, Zip

Phone

Fax

E-Mail

Date

ATTACHMENT C

CAMPUS MAP

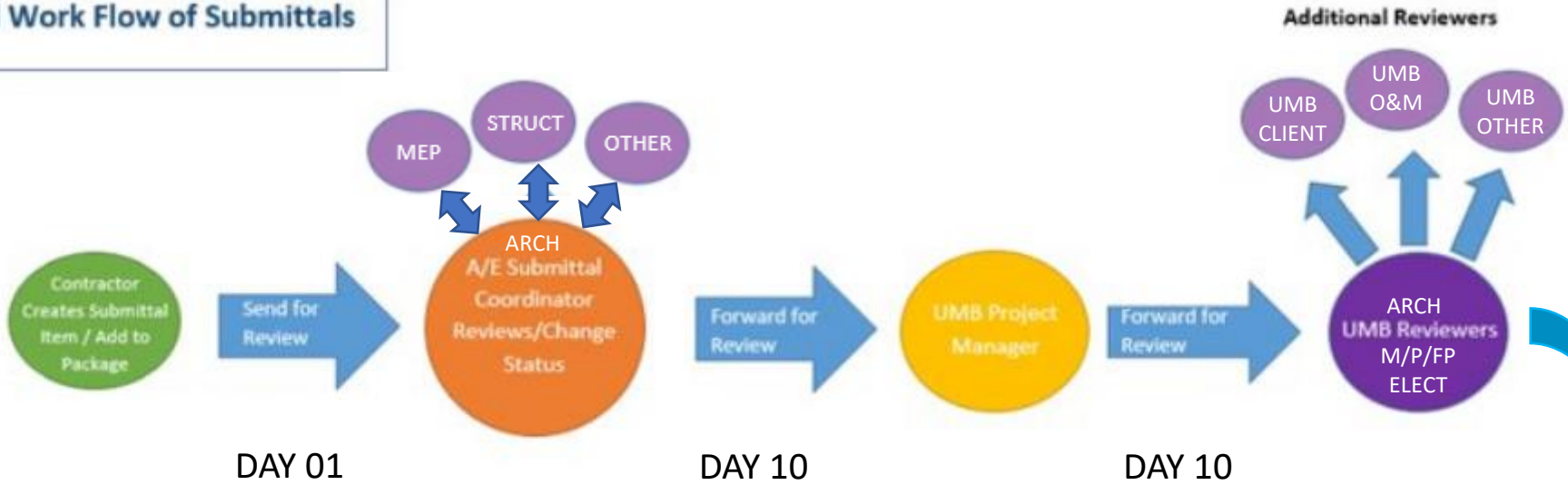
A Campus Map can be found on our website at: <https://www.umaryland.edu/maps>

ATTACHMENT D

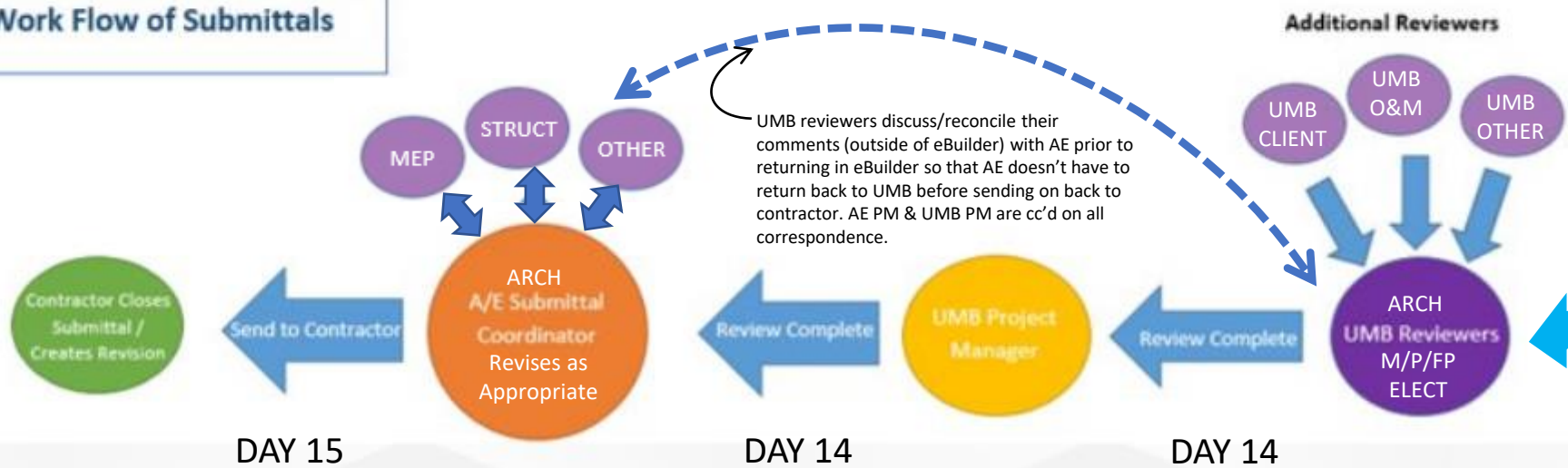
UMB Shop Drawings/Submittal Flow Chart

UMB PROJECTS – Submittal Work Flow

Forward Work Flow of Submittals



Return Work Flow of Submittals



ATTACHMENT E

(Intentionally Omitted)

ATTACHMENT F

(Intentionally Omitted)

ATTACHMENT G
SAMPLE PRICING FORMS
(ACTUAL TO BE ISSUED VIA ADDENDUM)
BID BOND

FID #: _____

PRICE PROPOSAL – MARCH 7, 2023

DATE _____

Christina Blair
Construction & Facilities Strategic Acquisitions
University of Maryland, Baltimore
Saratoga Street Offices, Room 02-100
220 Arch Street
Baltimore, MD 21201-1531

Dear Mrs. Blair:

The undersigned, hereby submits a price proposal for the construction management services for the **RFP FOR NEW SCHOOL OF SOCIAL WORK BUILDING AT UNIVERSITY OF MARYLAND, BALTIMORE** as set forth in the University of Maryland at Baltimore RFP #20-399 CB dated November 8, 2022 and Addenda as follows:

- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work for the following guaranteed maximum price:

1. SECTION 3 ARTICLE 4 PART A. BASE PRE-CONSTRUCTION PHASE*:

1.1 Pre-Construction Services Construction Management Fee:
(in words and figures)

_____ (\$ _____)

*Proposers are to **include** a total of \$620,000 of CM allowances (These are: \$10,000 Reproduction allowance for costs associated with trade contract bidding, a \$10,000 Partnering allowance, a \$250,000 Site Readiness allowance, a \$100,000 Geothermal Feasibility Allowance, and a \$200,000 Design Assist Allowance for the Design Phase in its quoted CM Pre-construction Services fee. A schedule of values for the tasks associated with pre-construction is attached to this form (see Price Proposal Pre-Construction Tasks Breakdown form).

2. SECTION 3 ARTICLE 4 PART B.BASE CONSTRUCTION PHASE CM FEE:

The total projected hard construction costs (Project Construction Budget) for this Construction Project are as follows:
\$91,250,000 inclusive of a \$250,000 Construction Site Readiness allowance, CM fees, General Condition allowance (including the Third Party Inspections and Testing of \$350,000) and the CM-GMP contingency but exclusive of the University/Owner's Construction contingency and A/E fees.

2.1 Construction Services Construction Management Fee:
(in words and figures)

_____ (\$_____)

3. PART C: REIMBURSABLE ITEMS: Each Proposer is to provide Not-to-exceed amounts for (i) General Conditions - On Site Staff Reimbursables, (ii) General Conditions Non-Personnel items per the RFP (bonds and insurance are to be quoted separately) and (iii) CM-GMP Contingency for the Project (which must be a minimum of 1.75% of the Project Construction Budget).

3.1 GENERAL CONDITIONS - ON SITE CM STAFF REIMBURSABLES* ONLY FOR THE PROJECT [Note: Non-personnel General Conditions items per Section 3 Article 5 of the RFP are not to be included herein.]:

Total General Conditions-On Site CM Staff Reimbursables
(In words and figures)

_____ (\$_____)

Note: The Staff Reimbursable Breakdown Attachment is to be completed and attached to the Proposer's price proposal as required in the RFP documents (Attachment A of the Price Proposal Form)

3.2 GENERAL CONDITIONS FOR NON-PERSONNEL REIMBURSABLE COSTS per Section 3 Article 5 of the RFP document [inclusive of insurance (liability, workmen's compensation and builder's risk) and 100% performance and payment bonds] as well as the \$350K General Conditions Non-personnel allowances for the project as noted above in #2. Note: Firm fixed prices for bonds and insurance are to be quoted. The remaining items under this non-personnel reimbursable allowance should be quoted as a not-to-exceed amount.

3.2.1 Performance and Payment Bonds \$ _____

3.2.2 Insurance \$ _____

3.2.3 Balance of Non-Personnel \$ _____
(Cannot be less than 3% of project construction budget)

3.2.4 Total Non-Personnel Reimbursable: (in words and Figures)

_____ (\$ _____)

3.3 CM-GMP Contingency: Quoted amount of this contingency (see Section 3 for details on this) for the Project. Note: The quoted CM-GMP contingency must be no less than 1.75% of the project construction budget:

Total CM-GMP Contingency (in words and figures)

_____ (\$ _____)

3.4 Total Not-to-Exceed (NTE) CM Reimbursable Costs (sum of 3.1, 3.2.4 and 3.3):
(in words and figures)

_____ (\$ _____)

4. TOTAL CM PRICE PROPOSAL (SUM OF #1, #2, and #3.4)
(in words and figures)

_____ (\$ _____)

5. Billable, hourly rates for on site staff:

Position	Hourly Rate
Project Manager	\$ _____
Field Superintendent	\$ _____
BIM Manager	\$ _____
MEP Project Engineer	\$ _____
Project Engineer	\$ _____
Assistant Project Manager	\$ _____
Assistant Field Superintendent	\$ _____
Field Secretary/Clerk	\$ _____
Clerk/Document Control Person	\$ _____
Coordinated Drawing Engineer	\$ _____
Field Accountant	\$ _____
Close-Out Engineer (cannot be done by person who has been assigned to other positions during construction)	\$ _____
Test Engineer (if this work being done by another position, please note accordingly)	\$ _____
Commissioning Support Engineer	\$ _____

Note: The billing rates for on site staff positions for which prevailing wage rates apply are required to be listed herein and costs for such positions are to be included in #3.1 above based on the quoted billing rates; upon issuance of the prevailing wage rates, adjustments (if any), will be made accordingly with the successful CM firm.

We understand that by submitting a proposal, we are agreeing that (i) the Project schedule will be met and (ii) the total hard construction cost for the Project, as set forth in the Contract shall not exceed the amount of the Project Construction Budget as noted above. We understand that any and all savings accrued during the Construction Phase of the Project are for the benefit of and shall revert to the University.

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

We understand that Prevailing Wages (to be provided by the University prior to the bidding of trade packages by the CM) are to be paid during the construction phase and these wages will apply on entire Project. We understand that a Bid Bond is required with this Price Proposal. We understand that a 100% Performance & Payment Bond is required with the issuance of any Construction Contract Amendment to incorporate trade work into the CM Contract.

We also understand that the Bid/Proposal Affidavit, MBE Attachment H1-A, Part 2, proof of the Proposer's Contractor's license under Article 56, Section 180, Annotated Code of Maryland and our MBE participation commitment above the 20% requirement, if any, provided with our Technical Proposal remain in force under this Price Proposal phase.

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 RFP document.

Attachments: Pre-Construction Tasks Breakdown
 Staff Reimbursable Breakdown Attachment A
 Non-Personnel General Conditions Breakdown Attachment B

(Signatures should be placed on following page.)

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

In Presence of Witness:

TELEPHONE NO. _____

_____ 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

**RFP FOR NEW SCHOOL OF SOCIAL WORK BUILDING AT UNIVERSITY OF MARYLAND, BALTIMORE
RFP #20-399 CB**

PRE-CONSTRUCTION SERVICES SCHEDULE OF COSTS

PROPOSER'S NAME: _____

PLEASE NOTE THE FOLLOWING:

1. This attachment is to be included with the Proposer's Price Proposal.
2. This attachment is per Section 3 Scope of Services for Pre-Construction of the RFP documents.

ITEM	ESTIMATED COST
1. Project Review/Progress Meetings	\$ _____
2. Value Engineering Services	
Concept Design:	\$ _____
Schematic Design:	\$ _____
Design Development:	\$ _____
Construction Documents:	\$ _____
Total for VE:	\$ _____
3. Cost Estimate Services (inclusive of ad hoc estimating as needed)	
Concept Design:	\$ _____
Schematic Design:	\$ _____
Design Development:	\$ _____
50% Construction Documents:	\$ _____
100% Construction Documents:	\$ _____
GMP Reconciliation/Realignment:	\$ _____
Total for Cost Estimate:	\$ _____
4. Scheduling Services	
Concept Design:	\$ _____
Schematic Design:	\$ _____
Design Development:	\$ _____
Construction Documents:	\$ _____
Total for Scheduling:	\$ _____
5. Constructability Review	
Concept Design:	\$ _____
Schematic Design:	\$ _____
Design Development:	\$ _____
Construction Documents:	\$ _____
Total for Constructability:	\$ _____

PRE-CONSTRUCTION SERVICES SCHEDULE OF COSTS (Continued)

6. Biddability Review

Early Package:	\$ _____	
Construction Documents:	\$ _____	
Total for Biddability:		\$ _____

7. Bidding and GMP Preparation

Bidding and GMP Preparation – Early Package	\$ _____
Bidding and GMP Preparation – GMP #1	\$ _____

Total for Bidding/GMP \$ _____

8. Allowances*

Reproduction	<u>\$10,000</u>
Partnering	<u>\$10,000</u>
Site Readiness Investigation	<u>\$50,000</u>
Geothermal Feasibility:	<u>\$100,000</u>
Design Assist:	<u>\$250,000</u>
Total University Allowances:	<u>\$620,000</u>

Total CM Pre-Construction Fee \$ _____

*CM to be reimbursed by the University for actual costs within their allowances for specified items.

**RFP FOR NEW SCHOOL OF SOCIAL WORK BUILDING AT UNIVERSITY OF MARYLAND, BALTIMORE
RFP #20-399 CB**

STAFF REIMBURSABLE BREAKDOWN ATTACHMENT A

PLEASE NOTE THE FOLLOWING:

1. This attachment is to be included with the Proposer's Price Proposal. (Total Hours must at a minimum match those provided for evaluation in the Technical Proposal.)
2. If any of the positions noted below will not be filled by the Proposer, the Proposer is to note in the space provided what position will be handling the duties associated with the unfilled position.

Position	Estimated Hours	Hourly Rate	Total Cost
Project Manager	_____	\$ _____	\$ _____
Field Superintendent	_____	\$ _____	\$ _____
BIM/VDC Manager	_____	\$ _____	\$ _____
MEP Project Engineer	_____	\$ _____	\$ _____
Project Engineer	_____	\$ _____	\$ _____
Assistant Project Manager	_____	\$ _____	\$ _____
Assistant Field Superintendent	_____	\$ _____	\$ _____
Field Secretary/Clerk	_____	\$ _____	\$ _____
Clerk/Document Control Person	_____	\$ _____	\$ _____
Coordinated Drawing Engineer	_____	\$ _____	\$ _____
Field Accountant	_____	\$ _____	\$ _____
Project Close-Out Engineer	_____	\$ _____	\$ _____
Test Engineer	_____	\$ _____	\$ _____
Commissioning Support Engineer	_____	\$ _____	\$ _____
TOTAL HOURS/COST	_____		\$ _____

Based on _____ hours per year (max 2080)

**RFP FOR NEW SCHOOL OF SOCIAL WORK BUILDING
AT UNIVERSITY OF MARYLAND, BALTIMORE
RFP #20-399 CB**

NON-PERSONNEL GENERAL CONDITIONS BREAKDOWN ATTACHMENT B

PROPOSER'S NAME: _____

PLEASE NOTE THE FOLLOWING:

1. This attachment is to be included with the Proposer's Price Proposal.
2. This attachment is per Section 3 Article 5 of the RFP documents **excluding field staffing** as the breakdown for such staff reimbursables to be handled under a separate breakdown.

ITEM	ESTIMATED COST
Mobilization	\$ _____
Temporary Facilities	\$ _____
Tools/Equipment	\$ _____
Plans/surveys/permits/testing*	\$ _____ *
*Note: This line item is to include the \$350,000 third party inspections and testing allowance indicated in the solicitation documents.	
Safety/Clean-up	\$ _____
General Items (i.e., weather and dust protection, photos, office equipment, and travel expenses for off site surveys and inspections)	\$ _____
Close out/De-mobilization	\$ _____
SUBTOTAL	\$ _____
Insurance (Refer to 6.06 and 6.07 Of Section 00700 in Attachment I)	\$ _____
Bond	\$ _____
TOTAL	\$ _____

BID BOND

BID BOND

Bond No. _____

We, _____ as Principal, hereinafter called the Principal, and _____, a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called "State", for the sum of _____ for the payment of which sum, the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above, within the period specified therein for acceptance (ninety (90) days, if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State the difference not to exceed the penalty hereof between the amount specified in Principal's bid and such larger amount for which the State may in good faith contract with another party to perform the work covered by said bid, then the above obligation shall be void and of no effect.

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

Individual Principal

In Presence of: _____

Witness (Name)

_____ as to _____ (SEAL)

Partnership Principal

In Presence of: _____

Witness: (Name of Partnership)

_____ as to _____ (SEAL)

Partner

_____ as to _____ (SEAL)

Partner

_____ as to _____ (SEAL)

Partner

(Signatures continued on the following page)

Corporate Principal

Attest:

(Name of Corporation)

AFFIX
SEAL

Secretary

By: _____
President

Attest:

Signature

(Surety)

Bonding Agent's Name

By: _____

Agent's Address:

SEAL

Title: _____

(Business Address of Surety)

Approved as to form and legal sufficiency this

_____ day of _____ 20 __

Assistant Attorney General

ATTACHMENT H

Contents:

MBE H-1A PART 1 - Instructions

MBE H-1A PART 2 - MBE Utilization and Fair Solicitation Affidavit

To be included with Technical Submission

MBE H-1A PART 3 - MBE Participation Schedule

To be included with GMP Submission(s)

MBE H-1A PART 4 - Signature Page

To be included with GMP Submission(s)

MBE H-1B – Waiver Guidance

Intentionally Omitted

MBE H-1C - Good Faith Efforts Documentation to Support Waiver Request

Intentionally Omitted

MBE H-2 - Outreach Efforts Compliance Statement

Intentionally Omitted

MBE H-3 - MBE Subcontractor/MBE Prime Project Participation Statement

To be included with GMP Submission(s)

MBE H-4 - Prime Contractor Paid/Unpaid Invoice Report / MBE Prime Contractor Report

To be completed during the Construction Phase

MBE H-5 – MBE Subcontractor Contractor Paid/Unpaid Invoice Report

To be completed during the Construction Phase

MBE H-6 - Liquidated Damages Provisions for Construction Contracts Containing MBE Participation Goals

H-1A

MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE**PART 1 - INSTRUCTIONS**

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit which must be submitted with the Technical Proposal & MBE Participation Schedule which must be submitted with the Fee Proposal by the selected firm. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor 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 Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. 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. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://marylandmdbe.mdbecert.com/> 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 codes, please visit <https://www.census.gov/eos/www/naics/>. 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. **CAUTION:** 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.

5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor 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 overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
- ✓ 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 subcontractors 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 use 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 the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.
http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf
6. 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.
7. 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.

8. Materials and Supplies: New Guidelines Regarding MBE Participation.

- ✓ Regular Dealer (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions.

Example for illustrative purposes of applying

the 60% rule: Overall contract value:

\$2,000,000

Total value of supplies: \$100,000

Calculate Percentage of Supplies to overall contract value: \$100,000 divided by \$2,000,000 = 5%

Apply 60% Rule - Total percentage of Supplies/Products 5% x 60% = 3%

3% would be counted towards achieving the MBE Participation Goal and Subgoal, if any, for the MBE supplier in this example.

- ✓ Manufacturer: A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
- ✓ Broker: With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
- ✓ Furnish and Install and other Services: The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.

9. **Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories

with regard to a particular contract.

Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.

10. CAUTION: The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in PART 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in PART 2- for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in PART 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).
11. 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 sufficiently prior to the submission due date.

Subgoals (if applicable)

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

Overall Goal

Total MBE Participation (include all categories):	_____%
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PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This MBE Utilization and Fair Solicitation Affidavit must be completed in its entirety and included with the Technical Proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the Technical 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. 20-399 CB 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:

8 percent for African American-owned MBE firms

11 percent for Women-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 PART 3 - MBE Participation Schedule and Part 4 Signature Page in order to be considered for award at the time of the GMP submission. I acknowledge that by checking this box intending to meet the stated goal and the stated subgoal(s) if any, I **must** complete Part 2 Signature Page in order to be considered for award.

OR

After making good faith outreach efforts prior to making this submission, I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I acknowledge that by checking this box and requesting a full waiver of the stated goal and the stated subgoal(s) if any, I **must** provide supporting documentation for this waiver request, and complete Part 2 Signature Page in order to be considered for award. 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 Part 3, the MBE Participation Schedule and Part 4 Signature Page 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 at the time of the GMP submission. I acknowledge that by checking this box and requesting a full waiver of the stated goal and the stated subgoal(s) if any, I **must** complete Part 2 Signature Page in order to be considered for award.

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 (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 Subcontractor/MBE Prime Project Participation Statement (Attachments H-3A and 3B) – at the time of GMP submission only;
- (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.

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.

PART 2 – MBE UTILIZATION AND FAIR SOLICITATION
AFFIDAVIT SIGNATURE PAGE

**To complete Affidavit committing to MBE(s) or requesting waiver,
Bidder/Offeror must sign below:**

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 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
PROPOSAL**

PART 3 - MBE PARTICIPATION SCHEDULE

(to be completed by the selected firm at the time of GMP submission)

SET FORTH BELOW ARE THE (I) CERTIFIED MBEs I INTEND TO USE, (II) THE PERCENTAGE OF THE TOTAL CONTRACT VALUE 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 Contractor	Project Description	Project/Contract Number
	New School of Social Work Building at UMB	20-399 CB

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 Contractors 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>NAICS code: _____</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): _____% Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</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><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products % x 60% = %</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) _____%</p> <p>Description of the work to be performed with MBE prime's own forces: _____ _____</p>
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SECTION B: For all Contractors (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</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)___%</p> <p>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products___% X 60% = ___%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)___%</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</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)___%</p> <p>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products___% X 60% = ___%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)___%</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.) African American-Owned Hispanic American- Owned Asian American-Owned Women-Owned Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p>Supplier, wholesaler and/or regular dealer (count 60%) Manufacturer (count 100%) Broker (count reasonable fee/commission only) Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>D. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)___%</p> <p>E. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ___% X 60% = ___%</p> <p>F. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)___%</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.) African American-Owned Hispanic American- Owned Asian American-Owned Women-Owned Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p>Supplier, wholesaler and/or regular dealer (count 60%) Manufacturer (count 100%) Broker (count reasonable fee/commission only) Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>D. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)___%</p> <p>E. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ___% X 60% = ___%</p> <p>F. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)___%</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</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that for the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)___%</p> <p>B. Percentage of the total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products___% X 60% = ___%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)___%</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</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)___%</p> <p>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products___% X 60% = ___%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker___%</p> <p>Description of the work to be performed: _____ _____</p>

CONTINUE ON SEPARATE PAGE IF NEEDED

PART 4 – SIGNATURE PAGE

**To complete Affidavit committing to MBE(s),
Bidder/Offeror must sign below:**

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 GMP SUBMISSION(S)

H-3A
CERTIFIED MBE SUBCONTRACTOR PARTICIPATION CERTIFICATION

INSTRUCTIONS:

PRIME CONTRACTOR/SUBCONTRACTOR: After completing SECTIONS A, B, and D, provide this form to *each* certified Minority Business Enterprise subcontractor (MBE) listed on the MBE Participation Schedule (Attachment H-1A, Part 3) allowing sufficient time for the MBE to respond within the required timeframe. Return the completed form directly to the Procurement Officer within 10 days after notice of the State’s intent to award the Contract. Provide a copy to the MBE Subcontractor.

CERTIFIED MBE SUBCONTRACTOR: Complete SECTION C to acknowledge and certify the information in SECTION A.

IF THIS FORM IS NOT RETURNED WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE PRIME CONTRACTOR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

SECTION A

Provided that (Prime Contractor) _____ is awarded the State contract in conjunction with Solicitation Number 20-399 CB GMP submission, (Prime Contractor, Section B) _____ intends to enter into a subcontract with (Subcontractor, Section D) _____, and committing to participation by (Certified MBE Subcontractor, Section C) _____ with MDOT Certification Number _____ of at least \$ _____ which equals _____% of the Total Contract Value for the following products/services:

MBE Counted Toward Goal (only complete if services are subject to a reduced amount due to the 60% rule or brokerage):
 \$ _____ which equals _____%

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

The Contractor and certified MBE each acknowledge 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. The Contractor and certified MBE each solemnly affirms under the penalties of perjury that: (i) the information provided in this Certified MBE Subcontractor Participation Certification is true to the best of its knowledge, information and belief, and (ii) it has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a Contractor may not identify a certified MBE in a Bid/Proposal and:

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

SECTION B – Prime Contractor

Signature of Representative:

Printed Name and Title:

Prime Firm's Name: _____

Federal Identification Number: _____

Street Address, City, State, Zip Code:

Phone: _____

SECTION C – Certified MBE Subcontractor

Signature of Representative:

Printed Name and Title:

MBE Firm's Name: _____

Federal Identification Number: _____

Street Address, City, State, Zip Code:

Phone: _____

SECTION D – Subcontractor

Signature of Representative:

Printed Name and Title:

MBE Firm's Name: _____

Federal Identification Number: _____

Street Address, City, State, Zip Code:

Phone: _____

H-3B
MBE PRIME PROJECT PARTICIPATION CERTIFICATION

Please complete and submit this form to attest to each specific item of work that your MBE firm has listed on the MBE Participation Schedule (Attachment H-1A, Part 3) for purposes of meeting the MBE participation goals. This form must be submitted with the GMP submission(s).

Provided that _____ (Prime Contractor’s Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. 20-399 CB GMP submission, such MBE Prime Contractor intends to perform with its own forces at least \$ _____ which equals to ___% of the Total Contract Amount for performing the following goods and services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE Prime Contractor

Company: _____

Company Name (please print or type)

FEIN: _____

Federal Identification Number

Company Address: _____

Phone: _____

Printed Name: _____

Title: _____

By: _____

Signature of Authorized Representative

Date: _____

H-4A
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid Invoice Report

Report #:	Contract #:
Reporting Period (Month/Year):	Contracting Unit:
Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract Amount:
	MBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	E-mail:	
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:	E-mail:	
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
	Invoice #	Amount	
			Invoice #
			Amount
1.			1.
2.			2.
3.			3.
4.			4.
Total Dollars Paid: \$		Total Dollars Unpaid: \$	

- If more than one MBE subcontractor is used for this contract, you must use separate **Attachment H-4A** forms. 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):**

UMB MBE Liaison
 University of Maryland, Baltimore
 Strategic Sourcing and Acquisition Services
 220 Arch Street, Rm. 02-100
 Baltimore, MD 21201 eMail:MBEReports@umaryland.edu

 Signature (Required)

 Date

 Print Name

 Title

H-4B
Minority Business Enterprise Participation
MBE Prime Contractor Report

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

Contact Person:			
Address:			
City:		State:	
Phone:		FAX:	E-mail:
ZIP:			

Invoice Number	Value of the Work	NAICS Code	Description of Specific Products and/or Services

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

UMB MBE Liaison University of Maryland, Baltimore Strategic Sourcing and Acquisition Services 220 Arch Street, Rm. 02-100 Baltimore, MD 21201 eMail:MBEReports@umaryland.edu

Signature (Required)

Date

Print Name

Title

H-5
Minority Business Enterprise Participation
MBE Subcontractor Paid/Unpaid Invoice Report

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

MBE Subcontractor Name:					
MDOT Certification #:					
Contact Person:					
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments received from Prime Contractor during reporting period indicated above.			List dates and amounts of any unpaid invoices over 30 days old.		
	Invoice Amount	Date		Invoice Amount	Date
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		
Prime Contractor:			Contract Person:		

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

UMB MBE Liaison University of Maryland, Baltimore Strategic Sourcing and Acquisition Services 220 Arch Street, Rm. 02-100 Baltimore, MD 21201 eMail:MBEReports@umaryland.edu
--

Signature (Required)

Date

Print Name

Title

MBE Attachment H-6

Liquidated Damages Provisions for Construction Contracts Containing MBE Participation Goals

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): **\$30.59** per day until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$ **107.07** per MBE subcontractor.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.”

ATTACHMENT I

University Standard General Conditions

**Section 00700: UMB Standard General Conditions for Construction Management with
GMP Contract Dated May 2022**

TO BE ISSUED TO SUCCESSFUL CM PRIOR TO TRADE BIDDING:

Prevailing Wage Rates

ATTACHMENT J SOLICITATION TERMS AND CONDITIONS

RFP 20-399 CB – New School of Social Work Building for UMB

1. Submission Format

Submittal of the RFP proposal(s) should be prepared in a clear and concise manner and should be compiled in the order listed in Section 4 Articles for each submission with page numbers for ease of reference by the UMB CFSA Evaluation Committee. It is preferable that tabs separating each section/aspect of the response be utilized. The University prefers electronic PDF format that is organized with bookmarks. The contents of each submission must address the requested items in Section 4 Articles, and additionally must include the appropriate completed forms as indicated. Failure to include any of the items listed may result in the submission being found non-responsive and/or will affect the evaluation of your firm's submission.

By submitting electronically, the proposing firm is granting the UMB CFSA permission to provide the submission to appropriate internal USM staff for evaluation purposes.

2. Due Date and Time

The Phase 1 Submittal shall be submitted via email to the address(es) provided in the Section 1 Solicitation schedule with the 'sent' email time to be no later than the date and time indicated in the Section 1 Solicitation Schedule. Terms of the Bid/Proposal Affidavit included in this package (see Attachment A for this form) apply, which must be executed by each responding proposer and submitted with the proposer's technical proposal. Companies appearing on the Investment Activities in Iran list are ineligible for award.

Phase 3 Technical Proposals are at the University's sole discretion and will only be requested from those proposers who are shortlisted following the Phase 2 technical evaluation per the RFP. Interviews/Oral Presentations are also at the University's sole discretion only for those proposers who are shortlisted following the Phase 2 technical evaluation per the RFP.

Fee Proposals will only be requested from the proposer who is highest ranked following the Phase 3 Technical evaluation per the RFP. The due date for Fee Proposals will be set upon completion of the technical evaluation(s), however, the University anticipates the fee proposal due date to be as provided in the Section 1 Solicitation Schedule.

Proposers shall allow sufficient time in submitting responses to the RFP to ensure timely receipt by the Issuing Office via the email site (proc-oncallbids@umaryland.edu). **Due to file size constraints (25 MB), multiple files may need to be submitted by the Proposer.** Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

3. Late Proposals

Any proposal, request for modification, or request for withdrawal that is not received at the designated location, time, and date set forth in the Section 1 Solicitation Schedule will be deemed late and will not be considered. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the proposer.

4. Multiple/Alternative Proposals

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

5. Modifications and Withdrawals of Proposals

Withdrawal of, or modifications to, proposals are effective only if written notice is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company.

No withdrawal or modifications will be accepted after the time proposals are due.

6. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location indicated on the Solicitation Schedule. Attendance is not mandatory, but it is strongly recommended as clarifications may be provided.

A walk through of the Project site will **not** be conducted immediately following the Pre-Proposal Meeting. Proposers may access the razed site themselves.

7. Issuing Office

The Issuing Office shall be the **sole** point of contact with the University for purposes of the preparation and submittal of the RFP proposal. The Issuing Office is:

University of Maryland, Baltimore
Construction and Facilities Strategic Acquisitions
The Saratoga Building
220 Arch Street, Room 02-100
Baltimore, Maryland 21201-1531

All questions on this procurement are to be directed in writing via email to the following individual:

Points of Contact: Christina Blair, cblair@umaryland.edu

Submittal of the RFP proposal(s) is in accordance with "Submission Format" and "Due Date and Time" above.

8. Questions, Inquiries, Clarifications, and Addenda

Questions and inquiries shall be submitted to the Issuing Office in writing no later than the date and time indicated in the Section 1 Solicitation Schedule.

Should a Proposer find discrepancies in the RFP documents or be in doubt as to the meaning or intent of any part thereof the Proposer must, prior to the question deadline listed in the Section 1 Solicitation Schedule, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.

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 University's bid board. The Proposer shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form.

9. Signing Of Forms

The Transmittal letter(s) must be signed by an individual who is authorized to bind his firm to all statements, including services and financials, contained in the Proposal.

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

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

10. Site Investigation

As provided in Attachment I: UMB's General Terms and Conditions for Construction (Section 00700).

11. Right to Reject Proposals and Waive Irregularities

The University reserves the right to reject either all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the State of Maryland. For the same reason, the University reserves the right to waive any minor irregularity in a proposal.

12. Cancellation of the RFP

The University may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

13. Proposal Acceptance

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

14. Confidential/Proprietary Information

Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland.

Proposals are not publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface the entire proposal with a proprietary statement.

15. Financial Disclosure by Persons Doing Business with the State

Proposers providing materials, equipment, supplies or services to the University must comply with Section 13-221 of the State Finance & Procurement Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the University and receives in the aggregate \$200,000, or more, during a calendar year shall, within 30 days of the time when the \$200,000 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.

16. Arrearages

By submitting a response to this solicitation, a firm 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.

17. Economy of Preparation and Incurred Expenses

Proposals should be prepared simply and economically, providing a straight forward, concise description of the proposer's offer to meet the requirements of the solicitation. The University will not be responsible for any costs incurred by any firm in preparation and submittal of a proposal.

18. Debriefing of Unsuccessful Proposers

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within 10 days after the proposer knew or should have known its proposal was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful proposer's proposal only and shall not include a discussion of a competing proposer's proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.

19. Maryland Public Ethics Law

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, General Provisions Article, Title 5, Subtitle 5.

If the proposer has any questions concerning application of the State Ethics Law to the proposer's participation in this procurement, it is incumbent upon the proposer to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401, 410-260-7770, 877-669-6085.

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

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.

20. Use of Affiliates to Avoid Taxation on Income from State Contracts

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

21. Payments to Contractors by Electronic Funds Transfer

If the annual dollar value of this contract will exceed \$200,000.00, the Proposer is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.

By submitting a response to this solicitation, the Proposer agrees to accept payments by EFT. The selected Proposer shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland:

[https://marylandtaxes.gov/statepayroll/Static_Files/Payroll_Officers_Vendor_Deductions/2018%20GADX10Form20150615%20\(2\).pdf](https://marylandtaxes.gov/statepayroll/Static_Files/Payroll_Officers_Vendor_Deductions/2018%20GADX10Form20150615%20(2).pdf)

22. Minority Business Enterprise Notice & Requirements

Minority Business Enterprises are encouraged to respond to this solicitation. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 410-865-1269 or view the MDOT website <https://marylandmdbe.mdbecert.com/>.

1. Establishment of Goal and Subgoals.

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

In addition, the following subgoals have been established for this procurement:

- 8% for African-American MBEs, and
- 11% for Woman-Owned MBEs.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

- ### 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 (must submit with Technical Proposal) & MBE Participation Schedule (must submit with GMP Submission(s))
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 Subcontractor Project Participation Certification
Attachment H-3B	MBE Prime Project Participation Certification
Attachment H-4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment H-4B	MBE Prime Contractor Report
Attachment H-5	Subcontractor/Contractor Unpaid MBE Invoice Report
Attachment H-6	Liquidated Damages Provisions for Construction Contracts Containing MBE Participation Goals

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 subcontractors 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 GMP submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor 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.

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.

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/Subcontractor 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 subcontractor 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.

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 <https://marylandmdbe.mdbecert.com/>, and select "Directory of Certified Firms". 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.**

7. The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:

- (a) **Attachment H-4A** (Prime Contractor Paid/Unpaid MBE Invoice Report).
 - (b) **Attachment H- 4B** (MBE Prime Contractor Report)
 - (c) **Attachment H-5** (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).
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**.
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. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Contract – Attachment I, Item 2.06.
10. The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Attachment H-6).
11. As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (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 H-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 subcontractors (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.

12. With respect to Contract administration, the Contractor shall:
- (a) Submit by the 10th of each month to the Agency’s designated representative:
 - (i) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment H -4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - (ii) (If Applicable) An MBE Prime Contractor 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 subcontractors a requirement that those subcontractors submit by the 10th of each month to Department’s designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment H-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor 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 subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
 - (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. Contractor 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 retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

23. Insurance Requirements

The selected Contractor shall defend, indemnify, and save harmless the State of Maryland, the University System of Maryland, the University of Maryland, Baltimore County and each of their officers, employees, and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, employees or agents, of the services covered by the contract.

The selected Contractor shall secure, pay the premiums for, and keep in force until the expiration of the term of the contract, including renewals, adequate insurance as provided in Attachment I: UMB's General Terms and Conditions for Construction (Section 00700).

24. Bid and Payment and Performance Bonds.

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

1. If the Proposer's Technical Proposal is found responsive and is requested to submit a Price Proposal, and the total Price Proposal is \$100,000.00 or more, each Proposer shall furnish with his price proposal a "bid bond" issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the price proposal (sum of the fees and reimbursables) and shall be in the form specified (see sample in Attachment G).
2. Acceptable security shall be limited to: a) a bond in a form satisfactory to the State underwritten by a surety company authorized to do business in the state; b) a bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account; c) pledges of securities backed by full faith and credit of the United States government or bonds issued by the State of Maryland; d) Irrevocable letters of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer; and e) the grant of a mortgage or deed of trust on real property located in the State when it is satisfactory to the procurement officer, the face amount of the instrument does not exceed 75% of the contractor's equity interest in the property, and the assignment of the mortgage or deed or trust is recorded in the county land records pursuant to Real Property Article, 30193, Annotated Code of Maryland.
3. Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to \$750,000. MSBDFA may also guaranty up to 90% of a surety's losses as a result of a contractor's breach of contract.

MSBDFA's exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the contract. To be eligible for bonding assistance, as business must first be denied bonding by at least one surety in both standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility.

Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding agents in apply for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
401 E. Pratt Street
Baltimore, Maryland 21202
Phone: (410)767-6300

4. Should the Proposer to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the proposer to whom the award subsequently is made shall be paid to the University as liquidated damages.

5. The Proposer to whom a contract in excess of \$100,000.00 is awarded also must furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the Guaranteed Maximum Price (GMP) including executed Change Orders, in the form specified (see samples in Attachment B). These must be provided at the time of the signing of the contract and prior to the start of any work.
6. Evaluation of a Request for Proposal takes a considerable length of time. Maryland State Law does not permit any information regarding the evaluation to be released prior to the award. The award date is the date of approval by the Board of Public Works.
7. Bid Bonds remain in effect a minimum of **one hundred and twenty (120) days** from the due date of the Price Proposals as all Price Proposals shall remain firm for one hundred twenty calendar days (refer to Item 30 below).
8. Should the Proposer to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the proposer to whom the award subsequently is made shall be paid to the University as liquidated damages.
9. Performance and Payment Bonds, each in the amount of one hundred percent (100%) of each contract amendment for construction work, must be furnished, including executed Change Orders, in the form specified (see forms in Attachment B). Please note that as part of the Technical Proposal, a Proposer must indicate its capability of obtaining the necessary bonds.
10. At the time of presentation of the Guaranteed Maximum Price (GMP), the Construction Manager will be required to comply with proposal security requirements and provide an additional bid bond or other acceptable security on the terms and conditions set forth above. Should the Contractor fail to execute the Contract Amendment(s) as required, then an amount equal to the difference between the accepted price and that of the person or entity who serves as Construction Manager subsequently shall be paid to the University as liquidated damages.

25. Joint Venture Proposers

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

26. Procurement Regulations

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

27. eMaryland Marketplace Advantage

The successful bidder/offeror under this solicitation must be registered on eMaryland Marketplace Advantage prior to receiving a contract award. Contractors shall pay the fee, if any, in accordance with guidelines issued by the Maryland Department of General Services. These guidelines can be found on the eMaryland Marketplace Advantage website at <https://emma.maryland.gov/>.

28. Contract Documents

All of the materials listed in the RFP table of contents will be included in the Contract with the University awarded as a result of this solicitation. The Proposer by submitting its proposal agrees that if awarded the Contract that it, as Construction Manager, will be bound under the Contract to all the terms and conditions thereof.

29. Available Record Documents:

The University's Facilities Management, upon request, will make accessible to the Proposers 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.

Such documents must be used, or copied, at the UMB Office of Facilities Management. The Proposers shall assume the responsibility for cost of reproduction as well as replacing any damaged documents.

30. IRREVOCABILITY OF PROPOSALS:

The pre-construction phase CM fee price proposal for this project shall be irrevocable for **one hundred twenty (120) calendar days** from the proposal due date. This period may be extended by written mutual agreement between the Proposer and the University.

The Construction Phase CM fee price proposal shall remain irrevocable **until acceptance of each GMP and approval of the amendment to the contract** to reflect the construction work.

END OF ATTACHMENT J