



# UNIVERSITY *of* MARYLAND BALTIMORE

REQUEST FOR PROPOSAL  
FOR  
ARCHITECTURE/ENGINEERING PROFESSIONAL SERVICES FOR  
NEW SCHOOL OF SOCIAL WORK BUILDING  
AT  
UNIVERSITY OF MARYLAND, BALTIMORE

RFP NUMBER: 20-399 AE-CB-ML  
Issue Date: MAY 27, 2022

**Procurement/Issuing Office:**

UMB Office of Construction and  
Facilities Procurement Strategic Acquisitions  
220 Arch Street, Room 02-100  
Baltimore, MD 21201-1531

**Project Management:**

UMB Office for Facilities and Operations  
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-CFSA website at <https://www.umaryland.edu/procurement/ebid-board/>

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DOCUMENTS  
PACKAGED  
SEPARATELY:

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

Current Edition of University of Maryland, Baltimore Procedure Manual for Architectural/ Engineering Services, available at  
<https://www.umaryland.edu/designandconstruction/documents/>

(to be furnished to highest ranked firm)

Current Edition of University of Maryland, Baltimore Architectural and Engineering Design Standards, available at  
<https://www.umaryland.edu/designandconstruction/documents/>

(to be furnished to highest ranked firm)

Current Edition of UMB – Urban Design Guidelines, available at  
<https://www.umaryland.edu/designandconstruction/documents/>

(to be furnished to highest ranked firm)

## SECTION 1 SOLICITATION SCHEDULE

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

<u>Issue Date:</u>	<u>May 27, 2022</u>
Pre-Proposal Conference Date:	Thursday, June 2, 2022 at 1 p.m. Virtual Meeting (See Link Below)
Pre-Proposal Conference Location:	<a href="#">Click here to join the meeting</a> <b>Or call in (audio only)</b> <a href="#">+1 443-409-5274,,416731799#</a> United States, Baltimore Phone Conference ID: 416 731 799#
Deadline for questions for Portfolio Submission: (See Attachment J, Item 7)	Thursday, June 9, 2022 by 5 p.m.
Portfolio Submittal Due Date:	<b>Thursday, June 23, 2022 on or before 2 p.m.</b>
Submit Portfolio: (See further instructions detailed in Section 2, Item 2.1.10 and required contents detailed in Section 4, Article 1)	<a href="mailto:proc-oncallbids@umaryland.edu">proc-oncallbids@umaryland.edu</a> <b>The subject line of your email:</b> 06/23/2022 RFP 20-399 AE-CB-ML [Your Company Name]  <b>File to be labeled:</b> “20-399 AE-CB-ML – UMB New SSW Bldg – Your Company Name”
Anticipated Date of Notification following the Phase 1 Evaluation regarding shortlist:	Tuesday, July 26, 2022
Deadline for Questions regarding Phase 2 & 3 Technical Proposal Phases for Shortlisted Firms:	Tuesday, August 2, 2022 by 5 p.m.
Phase 2 Technical Proposal Due Date for Shortlisted Firms:	Tuesday, August 23, 2022 on or before 2 p.m.
Anticipated Date of Notification following the Phase 2 Evaluation regarding shortlist:	Wednesday, September 21, 2022
Phase 3 Technical Proposal Due Date for Shortlisted Firms:	Wednesday, October 5, 2022 on or before 2 p.m.

Interview/Oral Presentation Sessions for Shortlisted Firms:	These are optional and may be held at the University's sole discretion. Wednesday, October 26, 2022 and Thursday, October 27, 2022
Anticipated Date of Notification following the Phase 3 Evaluation regarding Highest Ranked Firm:	Wednesday, November 2, 2022
Deadline for Scope Clarification Questions for Fee proposal:	Monday, November 14, 2022
Fee Pre-proposal Meeting:	Tuesday, November 29, 2022
Initial Fee Proposal Due	Monday, December 12, 2022
Initial Fee Proposal Negotiation Session	Wednesday, December 20, 2022
Second Fee Proposal Due	Friday, January 6, 2023
Second Fee Proposal Negotiation Session	Tuesday, January 17, 2023
Third Fee Proposal Due	Monday, January 23, 2023
Third Fee Proposal Negotiation Session	Tuesday, January 31, 2023
Fourth Fee Proposal Due	Monday, February 6, 2023
Fourth Fee Proposal Negotiation Session	Tuesday, February 14, 2023
Anticipated Contract Award:	By February 22, 2023 (Projected)
Board of Public Works Approval:	March 22, 2023 (Projected)

**END OF SECTION 1: SOLICITATION SCHEDULE**

## SECTION 2 GENERAL INFORMATION

- 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 Architecture/Engineering Services (A/E) for the School of Social Work at University of Maryland, Baltimore.
- 2.1.2 Contract Management: UMB's University of Maryland, Baltimore Office of Construction and Facilities Procurement Strategic Acquisitions (UMB-CFSA) will manage the resulting contract and UMB's Office for Facilities and Maintenance (UMB-OFM) 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](http://www.USMD.edu) and <https://www.usmd.edu/institutions/>
- 2.1.4 Response to this RFP will consist of:
- A. Portfolio Phase: Open to any firm, Joint Venture or other form of collaboration who wish to participate
  - B. Phase 2 Technical Proposal: Only those firms shortlisted following the Portfolio Phase evaluations will be invited to submit.
  - C. Phase 3 Technical Proposal (at the University's discretion, by shortlisted firms only),
  - D. Interview/Oral Presentation (at the University's discretion, by shortlisted firms only), and,
  - E. Fee Proposal and Negotiation Phase (highest rank firm only)
  - F. See Section 4 Articles 1-5 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 C 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 **Portfolio Submittal 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](mailto:proc-oncallbids@umaryland.edu) . **The subject line of your email:** 06/23/2022 RFP 20-399 AE-CB-ML [Your Company Name]. The University prefers electronic PDF format that is organized with bookmarks. **File to be labeled:** “20-399 AE-CB-ML – UMB New SSW Bldg – Your Company Name”

**There shall not be any ‘acceptance terms and conditions’ included in the Technical Proposal** By providing to UMB the Technical Proposal electronically, the Proposer grants UMB the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

Technical proposals must be received by the issuing office per the solicitation schedule in order to be considered. The time that the email is sent by the proposer will be considered the time. Due to electronic file size constraints (25 MB), proposers may need to submit multiple files.

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

**Note: No pricing, Phase 2, or Phase 3 Technical responses are to be provided in the Portfolio submittal. These may be requested only of the shortlisted Proposer(s) upon completion of the evaluation of Portfolio submissions at the commencement of that phase.**

**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 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 review all Project documents at each design submittal (i.e. Concept/Program Verification, Schematic Design, Design Development, etc.); such review, however, will be made to ensure that the intent of the Program, and the Project Design Standards are maintained and that the University's comments have been incorporated as requested. The A/E is solely responsible for the content, accuracy and coordination of all documents.

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.

Note: A firm who was involved in the programming/planning phase of this project is not precluded from participating in this A/E selection.

### 3.1.3 Insurance Coverage Requirements:

The A/E shall obtain and maintain from and after the date of the A/E Contract the following insurance:

- A. Professional Liability insurance in an amount not less than \$3M from the date of the A/E Contract and through ten (10) years after final acceptance by the University of the Project.
- B. General Liability insurance in an amount not less than \$2M from and after the date of the A/E Contract and through two (2) years after final acceptance by UMB of the Project. Such insurance is to include a contractual liability endorsement.
- C. Workmen's Compensation insurance per statutory requirements.

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

Any and all insurance obtained and maintained by the A/E under this Agreement shall indicate, in form satisfactory to UMB that UMB may make a claim against such insurance. Failure to do so shall be a material breach of the A/E Contract. In the event that the A/E terminates, as a business entity, for any reason whatsoever, or in any manner whatsoever, the A/E shall obtain and provide for the maintenance of professional liability

insurance, specifically covering the A/E's obligations performed or to be performed under this Agreement, in the amount set forth herein for the remainder of the time set forth herein.

Satisfactory proof of purchase of required insurance shall be furnished on the Accord format for certificates prior to execution of the Contract and upon renewal of any policy, and upon obtaining any new insurance policy. The Contractor shall defend, indemnify and save harmless the State of Maryland, the University System of Maryland, the University of Maryland, Baltimore 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 work covered by this Contract. All policies for liability protection, bodily injury or property damage must specifically name or its face, the State of Maryland, the University System of Maryland as an additionally named insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damage under items 3.1.3.A-3.1.3.C above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

#### 3.1.4 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 A/E 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.

### 3.2.2 Project Development/Scope:

- A. **Project Delivery Method:** The University anticipates using the Construction Management at Risk/CM with GMP (CM at Risk) contract method. The CM (i) will be providing pre-construction services inclusive of cost estimating, value engineering, and constructability review during the design phases and (ii) will be responsible for constructing the Project during the construction phase. (A copy of the CM solicitation document will be available electronically to shortlisted A/E firms from the University's Construction and Facilities Strategic Acquisitions Department.)

The University may elect to employ Design-Assist construction method. 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. 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.

**B. Project Construction Costs:** The Project Construction Costs (or Design-to-Dollar (DTD) amount) are those funds available for the construction of the Project inclusive of all CM construction costs (i.e., CM construction fee, staff reimbursables, general conditions and CM/GMP contingency) exclusive of hazardous material abatement, the University's contingency and the A/E fees. The DTD amount for this project is Ninety-One Million Dollars (\$91,000,000). The A/E is obligated to design the Project within this specified amount.

**C. 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 editions of the UMB Procedure Manual for Professional A/E Services and the UMB Architectural and Engineering Design Standards Manual, and UMB Urban Design Guidelines.

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.

The A/E will be required to provide complete design services for seven (7) project phases: Program Verification, Schematic Design, Design Development, Construction Document Phase, Bidding Construction Administration and Post Construction as well as any other identified special services, (see Section 3 of this solicitation and the Project Program for further details).

The A/E team is to include but are not limited to the following disciplines:

- Architect,
- Site Civil Engineer,
- Structural Engineer,
- Mechanical (HVAC, HVAC Controls, Energy Analyst and Plumbing) Engineer,
- Electrical Engineer,
- Fire Protection/Fire Alarm Engineer,
- LEED Accredited Professional,
- Acoustical Engineer,
- Multi-media Specialist,

Information Technology Specialist,  
Cost Estimator/Scheduler,  
Land Surveyor,  
Geotechnical Engineer,  
Building Envelope Design Consultant,  
Interior Design and FF&E Design,  
Audiovisual Designer,  
Telecommunications Engineer,  
Landscape Architect,  
Lighting and Daylighting Consultant  
High Performance Building Consultant  
Sustainability Consultant  
Community Engagement Specialist

As previously indicated, the University has elected to use the Construction Management at Risk contract method for this project. The A/E will, therefore, need to coordinate its efforts with the successful CM firm inclusive of reconciling cost estimates during the Schematic Design and Design Development phases, reviewing other cost estimates, participating in value engineering efforts, and attending pre-bid and post bid meetings during the Bidding phase.

#### **D. Project Schedule:**

The design time frame is Eighteen (18) months from the issuance of the Notice to Proceed for Design, followed by four (4) months for the Bidding Phase inclusive of Board of Public Works 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.

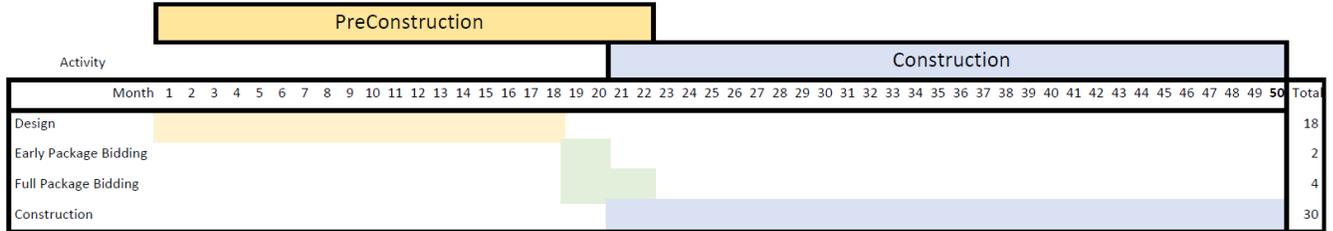
The design time frame includes four (4) weeks for the University review/value engineering time frames and an additional succeeding two (2) weeks for the cost/scope reconciliation for a total of six (6) weeks duration following the submittal of each of the following design deliverables: 100%/SD, 100% 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 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 time frame is thirty (30) months from the issuance of the Notice to Proceed for the Construction Administration phase to the Substantial Completion of the Construction Work.

The total contractual Project Schedule, ending at Substantial Completion, will be reestablished based on the Construction Notice to Proceed date and construction duration stated here. The twenty-two (22) month preconstruction (design and bidding) period and thirty (30) month

construction period include a four (4) month overlap of the early package work resulting in a total anticipated duration of fifty (50) months from design NTP to substantial completion.

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.

- 3.2.3 **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.
- 3.2.4 **Net Zero Energy Usage (NZE):** The A/E shall incorporate high performance strategies to design a building that aims to achieve net-zero energy usage (NZE) and is consistent with program and budget expectations. The A/E shall assess feasibility during early phases of design and rate/recommend 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 **Design Alternate:** The A/E shall provide a price alternate to include scope for a geothermal system capable of accommodating UMB’s Lexington and Saratoga buildings in addition to the new SSW.
- 3.2.6 **Meetings:**
  - A. Design Phase (Concept/Program Verification through CD): The following meetings are anticipated during the design phase which shall be conducted by the A/E with notes issued within three (3) business days of each meeting:
    - (1) **Design Progress Meetings** to be held every two (2) weeks unless agreed to otherwise by the University.
    - (2) **Design Review Meetings** after each design submittal;
    - (3) **Cost Estimate and Value Engineering Meetings** as required (refer to items 3.2.7 and 3.2.8); and,
    - (4) **System Review Meetings** during Design Development and Construction Document phases among the design professionals and the University representatives to review system designs inclusive of mechanical, electrical, fire alarm protection, security, IT, Telecom and AV.
    - (5) **City and Community Meetings** after schematic design phase (2 meetings)
    - (6) **Maryland Historic Trust Meetings** during the concept design/ program validation phase (2 meetings)

- (7) **UMB Stakeholder** meetings during concept design/program validation and schematic design phases.
- (8) As necessary and applicable, Design Assist, LEED Coordination, and MEP and Building Envelope Commission meetings.

B. **Bidding Phase:** The A/E is to attend all pre-bid and post-bid meetings and is to interpret the contract documents during the bidding period. Interpretations shall be given by written instruction only. It is anticipated that each discipline (i.e., architectural, mechanical/electrical, etc.) will only need to be in attendance at one (1) or two (2) pre-bid meetings and all scope review post-bid meetings as required. It is also anticipated that the scope review meetings will be held virtually, which should facilitate the attendance of the A/E and other design consultants as necessary.

C. **Construction Phase Meetings:** The following meetings are anticipated during the construction phase and are to be attended by the A/E with these meetings conducted by the CM:

- (1) **Progress Meetings** to be held every two (2) weeks unless otherwise agreed to by the University inclusive of the trade contractors.
- (2) **Project Team Meetings** to be held as required and attended by the Project Managers for the CM, A/E and University.
- (3) **Owner's Meeting** to be held on a monthly basis and attended by the principals and project managers of the CM, A/E and University.
- (4) As necessary and applicable, Design Assist, LEED Coordination, and MEP and Building Envelope Commission meetings.

3.2.7 **Value Engineering:** Participate in the CM's value engineering efforts throughout the design as necessary with the major VE session anticipated at 100% Design Development.

3.2.8 **Cost Estimates:** The A/E shall engage a professional cost estimator to provide full scale cost estimates at 100% Schematic Design and 100% Design Development and review the CM's cost estimate 50% Construction Documents. The A/E and its estimator shall attend a cost estimate reconciliation meeting after each estimate; these meetings are between the architect's cost estimator and the CM's cost estimator as approved by the University. It is anticipated the CM will produce a control estimate that reconciles and distributes accepted value engineering, design contingency and escalation into the direct cost schedule of values, and identifies allowances and alternates at the conclusion of 100% CDs for use in the bidding and award of contracts. All Design Development estimates shall be formatted in a manner consistent with the CM's estimate for ease of comparison and will be at least broken down by each major CSI Format Division of Work

- 3.2.9 **Shop Drawing/Review and Approval:** The A/E shall furnish all shop drawing review/approval for compliance with design documents, in accordance with the Contract Documents of this solicitation listed in the Table of Contents, and in accordance with good design and engineering practice. The A/E shall review and approve upon the Trade/Subcontractors' submittals such as Shop Drawings, Product Data and Samples, for checking for conformance with information given and the design concept expressed in the Construction Documents. The A/E's action shall be taken within the required time frame for the project so as to cause no delay in the work, while allowing sufficient time in the A/E's professional judgment to permit adequate review. The A/E's action on all shop drawings/submittals shall be reviewed by UMB prior to the transmission to the Trade/Subcontractor. Refer to the UMB AE Procedure Manual for specific instructions regarding the Shop Drawing and Submittal review process and timelines (see Attachment D for UMB Shop Drawing/Submittal Flow Chart). All project documentation is to be submitted through eBuilder as instructed by UMB.
- 3.2.10 **Document Interpretation:** During the Construction phase, the A/E shall interpret Construction Documents as necessary and issue the applicable documents as may be necessary to explain construction details. *Change Bulletins (CB) or Architect Supplemental Information (ASI) must be issued by the A/E for any changes in the construction documents.*
- 3.2.11 **Quality Assurance/Inspection:** The A/E shall make periodic visits to the Project as required by the progress of the construction work or as requested by the University to gain familiarity with the progress and quality of the construction and to determine in general if the construction of the Project is proceeding in accordance with the Construction Documents. In making such periodic visits to the site and on the basis of such on-site observations the A/E shall guard the University against defects and deficiencies in the construction work and shall report to the University any observed defect or observed deficiency.
- 3.2.12 **Change Orders:** The A/E shall review change order proposals as requested by the University related to scope of work
- 3.2.13 **Requests for Information:** The A/E shall review the RFIs and respond accordingly inclusive of the issuance of Change Bulletins as appropriate. All project documentation is to be submitted through eBuilder as instructed by UMB.
- 3.2.14 **Punch List:** The A/E shall be responsible for the preparation and review of punch lists. Such punch lists will only be performed once a written statement from the CM is received by the University stating that the Project is complete and in accordance with the Contract Documents.
- 3.2.15 **Record Drawings:** The A/E shall be responsible for the provision of record documents. The record documents shall be submitted with the contents and format as outlined in the UMB A/E Procedure Manual. All project documentation is to be submitted through eBuilder as instructed by UMB.
- 3.2.16 **Building Commissioning:** The A/E shall be responsible for the provision of the Design Engineer responsibilities for building commissioning. The third party Commissioning Agent responsibilities will be contracted by the University or the Construction Management Firm.

- 3.2.17 **Post Construction Services:** The A/E shall participate in one (1) site visit within the two (2) year project warranty period. It is anticipated that this site visit will be incorporated with other visits to the campus.
- 3.2.18 **Codes and Standards:** All Codes and Standards listed on the Maryland Code Administration Website shall be applied. It is the A/E's responsibility to apply all codes correctly. The most restrictive requirement shall apply in case of conflicting requirements between these codes and standards.
- 3.2.19 **AutoCad Documents:** Provide AutoCaD and other electronic files of all documents for all disciplines at the conclusion and acceptance of the Final Construction Documents and as requested by the University for the purposes of equipment and furniture purchase, and other purposes.
- 3.2.20 **Fire Marshal:** Coordinate and incorporate requirements identified by the State Fire Marshal during phases.
- 3.2.21 **Set of Deliverables:** The A/E shall submit to the university, sets of all drawings and Specifications required for review and approval by the university, and the Maryland State agencies for each phase of the project. Each submission should consist of full size drawing sets and half-size sets, with the quantity to be stipulated by the University.

**END OF SECTION 3, ARTICLE 2: SUMMARY A/E SERVICES**

**END OF SECTION 3: SCOPE OF SERVICES**

## SECTION 4 PROCUREMENT PHASES AND EVALUATION PROCESS

### SECTION 4, ARTICLE 1: Portfolio Requirements

**Portfolio Submission:** As the initial phase of this procurement, interested A/E Firms are to submit a Portfolio to the Issuing Office in accordance with this Section.

**Portfolios shall be submitted to the Procurement Officer at the Issuing Office no later than the date and time specified in the Solicitation Schedule.**

A **pre-proposal conference** will be held at the beginning of this phase. Refer to the Solicitation Schedule for further information and instructions. A site visit will not be held. The location is a razed lot and does not require an escort, therefore interested parties are encouraged to explore the area independently.

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 Portfolios in response to this solicitation.

#### **Portfolio Contents:**

4.1.1 **Lead Design Architect (same as A/E Project Architect, Design role):** Submit a resume for the Lead Design Architect including documentation of up to three (3) of his/her projects considered to be the most outstanding samples/evidence of similar and relevant design work to the University's project. Each project **must be** complete through 95% Construction Documents and Bidding Phases.

Note: See definition/qualifications in Section 4, Article 2 Item 4.2.3.A.(1) for A/E Project Architect, Design. The Lead Design Architect does not have to be an employee of the prime architectural firm.

Include for each project (5 pages max, including graphics):

- A. A written statement of the Lead Design Architect's approach to the design process for each project; overall design philosophy; design issues for the project and how they were addressed; and the specific role of the Lead Design Architect on the project.
- B. Describe how the client's operational, budgetary and quality objectives were accomplished. Address unique and notable aspects of the project, such as its architectural design, technical innovations, energy conservation and sustainability, and other significant features.
- C. Provide illustrations/pictures of the project.
- D. List any awards, publications, notices, peer recognition, or other documentation of design excellence; and,
- E. Provide client contact information\*.

4.1.2 **Prime Architectural Design Firm; the Architect of Record Firm (if not the Prime);**

- A. Provide a narrative detailing unique aspects of the proposed firm's qualifications and experience for designing facilities of this type and scope, including past or current experience

on similar and relevant facilities that the firm is or has provided to the University System of Maryland\*\* and/or the State of Maryland.

*\*\*Note: The University may factor in past performance with the USM and other State institutions that is known by the University in the evaluation of portfolios whether or not the Proposer provides this information.*

- B. Provide documentation of up to three (3) projects by the design firm considered to be the most outstanding samples/evidence of similar and relevant design work to the University's project. Each project **must be** complete through 95% Construction Documents and Bidding Phases. Include for each project (5 pages max, including graphics):
- (1) A written description for each project; include design objectives, approach, results, project significance, and key features.
  - (2) Provide illustrations/pictures of each project.
  - (3) List any awards, publications, notices, peer recognition, or other documentation of design excellence.
  - (4) Provide client contact information\*.

\*Note: At its sole discretion, UMB may, but is not required to, check references of the firm experience provided above.

4.1.3 **Design Team Organization:** A general description of your proposed design team organization including a list of the disciplines involved (prospective subconsultant firm names for each discipline not required at this time) and the ability of the A/E team to serve the University in the geographical location of the project site.

- The University reserves the right to verify all information given if it so chooses, as well as to check any other sources available or to use itself or any of USM's Institutions as a reference even if not provided by the Proposer.
- Please be sure that accurate information is provided and that the contact person is capable of speaking in detail to a firm's capability in performing the services required.
- References will be held in the strictest of confidence.

**END OF SECTION 4, ARTICLE 1:  
PHASE 2 PORTFOLIO REQUIREMENTS**

## SECTION 4, ARTICLE 2: Phase 2 Technical Proposal Requirements

Phase 2 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.

At the sole discretion of the University, Proposers that are short-listed as a result of the evaluation of the First Phase Portfolios will be required to submit Phase 2 materials for evaluation by the Qualification Committee.

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.

### 4.2.1 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")

### 4.2.2 A/E TEAM MANAGEMENT AND ORGANIZATION:

Proposers are to complete Standard Form SF330, Part I. Submit form completing the sections noted and following the form's instruction. Provide all information requested below.

- A. Contract Information (SF330 Section A)
  - (1) Architect-Engineer Point of Contact (SF330 Section B)
  - (2) Proposed Team (SF330 Section C)
  - (3) Organization Chart of Proposed Team (SF330 Section D) Include the following information:
    - (a) Each firm's name and discipline or specialty.
    - (b) Each key person's name, role (list each if serving multiple) and discipline or specialty.
    - (c) The managerial relationship among the persons and/or firms.
    - (d) Provide a written description of the proposed contractual relationships among the firms. If the proposal includes more than one architecture firm or a joint venture, identify the proposed general scope of work of each architecture firm.

- (e) Provide a summary or matrix of prior working relationships among proposed team members.

4.2.3 **PHASE 2 TECHNICAL QUALIFICATION CRITERIA** (listed in order of importance):

The following information must be furnished in the Phase 2 Technical Proposal per this solicitation. Describe in detail and provide evidence supporting qualifications requested below using Standard Form SF330, Part I. All Proposers are to use the Standard Form SF 330 and required forms described below. Failure to use the SF330 and required forms may result in a determination by the Procurement Officer that the Proposer is non-responsive and/or not reasonably susceptible of being selected for award. Submit form completing all sections and following the form's instruction as well as the information in the RFP. Standard Form SF330 consists of:

1. Instructions, in addition to information requested in this RFP
2. SF330 Part I, Contract Specific Qualifications
3. SF330, Part II General Qualifications

Standard Form 330 (SF330), Extra Pages for Part 2 of SF330, Extra Section E for SF330, and Extra Section F for SF330 are available on the General Services Administration's website: <http://www.gsa.gov>. At the bottom of the site, under "Reference", click on "Forms," and on the next page select "Architect-Engineer Qualifications." Provide all information requested below.

**A. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (SF330 Section E)**

Submit resumes and experience for each key team member noted (see definitions below for these positions):

- Principal in Charge
- A/E Project Manager
- A/E Project Architect, Design
- Mechanical Design Engineer
- Electrical Design Engineer
- Structural Engineer
- Site/Civil Engineer
- Landscape Architect
- Cost Estimator
- Building Envelope Consultant
- Construction Administration Professional (Architectural)

(1) Definitions and Qualification Requirements for Key Personnel:

**Principal-in-Charge:** Senior level position from prime/proposing A/E firm (such as Vice President) who will oversee the project from an executive level and to whom the A/E Project Manager directly reports.

**A/E Project Manager:** Professional, licensed architect from the prime/proposing architectural firm who is responsible for the management of the design professions (i.e., Project Architects,

Mechanical Engineer, Electrical Engineer, Consultants, etc), and the completion of the design documents. This is the day-to-day contact person for the University and the CM. Minimum eight (8) years required in industry.

**A/E Project Architect, Design:** Professional, licensed architect who is responsible for leading the design of the project (Lead Design Architect); this is the person who the University would see at the Design Progress meetings. This person may also be serving as the Principal-in-Charge or the Project Manager. Minimum eight (8) years required in industry. The University prefers this individual have experience in High Performance Building Projects.

**Mechanical Design Engineer:** Licensed, professional mechanical engineer who is directly responsible for the mechanical design of the project. Note: this is the person who will be directly preparing the designs, not only overseeing and directing from an executive level, though may have a dual role as the Principal Engineer. The University prefers this individual have experience in High Performance Building Projects.

**Electrical Design Engineer:** Licensed, professional electrical engineer who is directly responsible for the electrical design of the project. Note: this is the person who will be directly preparing the designs, not only overseeing and directing from an executive level, though may have a dual role as the Principal Engineer. The University prefers this individual have experience in High Performance Building Projects.

**Structural Design Engineer:** Licensed, professional structural engineer who is directly responsible for the structural design of the project. Note: this is the person who will be directly preparing the designs, not only overseeing and directing from an executive level, though may have a dual role as the Principal Engineer. The University prefers this individual have experience in High Performance Building Projects.

**Site Civil Engineer:** Licensed, professional civil engineer who is directly responsible for the civil design of the project. Note: this is the person who will be directly preparing the designs, not only overseeing and directing from an executive level, though may have a dual role as the Principal Engineer.

**Landscape Architect:** Licensed professional landscape architect who is directly responsible for the landscape design of the project. Note: this is the person who will be directly preparing the designs, not only overseeing and directing from an executive level, though may have a dual role as the Principal Landscape Architect.

**Cost Estimator:** Professional person who is directly responsible for the cost estimating of the design. Note: This position 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, though may have a dual role as the head of estimating.

**Building Envelope Consultant:** Professional consultant who is responsible for providing design assistance for the exterior walls and envelope to address moisture or condensation infiltration as well as thermal performance.

**Construction Administration Professional (Architectural):** Person from the A/E team who is directly responsible for the construction administration of the project to be assigned to the role full time during construction.

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

- (a) Assigned roles: These key personnel must be **direct** employees of the applicable design or consulting firm. If any staff are proposed as a dual role for the Key Personnel assignments provided, please note this on the resume provided, and include relevant project experience for performance of each role or in a dual role. The organizational chart should also indicate this person with each applicable role. Resumes should include the assigned role(s) for each individual, area of expertise, and basis for selection. Please use the position titles noted in designating each person's role per the definitions noted for each. Specifically, the proposing A/E is to submit those individuals with whom the University would be directly working should your A/E team be selected; that is, these people will be those who the University will see on a regular basis.
- (b) Project experience: Resumes for the Key Personnel should include similar and relevant project experience. Information provided for Project Experience and each of the Key Personnel should include the name, location, and full description of the project including the role the person performed on the project, the dollar amount, start and completion date of the project, construction method, square footage, use of building etc to adequately convey the experience and expertise of the person. The projects submitted under this category are to be similar in size, function and complexity to the University's project. Refer to Section 4, Article 2 Item 4.2.3.D "Notes on Submitted Projects" for the criteria to be used to evaluate project experience.
- (c) 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.

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) **Other Key Personnel:** In a **separate** section of the Phase 2 Technical proposal, following the same requirements for Key Personnel employment, project experience, and commitment above, the proposing A/E firm is to submit resumes and project experience for all other key design team members inclusive of the Interior Designer, Multi-media IT Specialist, Telecom Specialist, Lighting and Daylighting Design Consultant, Fire Protection Engineer, BIM Manager, Building Code Consultant (preferably with State of Maryland experience),

Acoustical Consultant, Geo-technical Engineer, and other key design support personnel and indicate his/her role and area of expertise.

- High Performance Building Consultant
- Multi-media / AV Consultant
- Interior Designer

**B. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM’S QUALIFICATIONS FOR THIS CONTRACT (SF330 Section F)**

**Project Experience:** Submit ten (10) projects which are similar or relevant to the School of Social Work as indicated below. The University prefers that all projects submitted under this category must be a maximum of ten (10) years old based on the project completion date with further preference for projects less than five (5) years old. The project submission shall include the following:

- Project Name and Location;
- Project Owner, Contact Person and Telephone Number;
- Design Start Date, Construction Start and Project Completion Date;
- Construction Cost\*;
- Contract Method (i.e., GC, CM or DB)
- Project Gross Square Footage;
- Brief Description including similarities\*\* of the submitted project to the University’s project;
- Names of Proposed Key Personnel 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 proposed role;
- Project Setting (i.e., university, urban setting, open or constrained site, addition, occupied, 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.

<b>Calendar Year</b>	<b>% Escalation Factor</b>
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 projects submitted under this category are to be similar in size, function and complexity to the University’s project. The criteria used in the evaluation of these projects include, but is not limited to, the following:

- Projects which are new higher education facilities that include classrooms, training facilities, class labs, research areas, offices and meeting rooms; (Note: For evaluation purposes, higher education is defined as a four year or more degree awarding institution.)
- Projects which are constructed utilizing Construction Management at Risk method (see definition in Section 3 Article 2)
- Projects which are constructed utilizing BIM;
- Projects which include utility infrastructure connections in an urban setting; and
- Projects that include significant public hardscape and landscape features in an urban setting; and
- Projects that incorporated high-performance building design strategies and net-zero energy usage (NZE) goals. (Note: For evaluation purposes, “*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. Include the high-performance standards/rating systems utilized.)

- (1) **Prime A/E Firm Experience:** Four (4) projects are to be submitted by the prime A/E firm in which the proposing/prime A/E firm was the Architect of Record. Such projects must meet the criteria noted below.

Where the architectural component of the design team includes an associated architectural firm, two (2) of the four (4) projects may be projects for which the associated architectural firm was the Architect of Record. The University will allow two (2) projects from the associated architect where the associated architect is not the Architect of Record but performed duties similar to those proposed for projects of this type.

If the proposing/prime A/E firm is a joint venture, the following applies: Of the (4) projects submitted a minimum of two (2) projects must be from the majority joint venture party; these two (2) projects, should be new construction or major renovations of a classroom and faculty office facility for a higher education client.

- **Project Status:** Of the four (4) submitted projects, the following applies:
  - o Two (2) projects **should** be complete and occupied for at least six (6) months;

- Of the other projects:
  - One project **may** be substantially completed (available for its intended use) with projects that are completed and occupied preferred, and,
  - The other project **may** be at the 100% Design Development phase; projects which are further designed or completed are preferred.
- **Contract Method:** Three (3) of the four (4) submitted projects **must** have been done using the CM at Risk (with GMP) or Design-Build (with GMP) contract method and the University prefers if this is the case for the other project.
- **Project Dollar Size:**
  - Three (3) of the Four (4) submitted projects **should** have construction costs exceeding \$40 million, with projects which are closer to the size of the University's project preferred; please note that construction costs cannot include furnishings.
- **Project Type:**
  - All submitted projects **should** be new construction or major renovation.
  - Projects that include training facilities, class labs, and research areas related to Social Work are preferred. Projects including hoteling spaces or shared office space designs are also preferred.
- **A/E of Record:** For all submitted projects, the proposing A/E **must** be the A/E of record for the project with the exception noted above regarding an associate architectural firm.
- (2) **Mechanical/Electrical Engineering Firm:** Three (3) projects, two (2) from mechanical and one (1) from electrical are to be submitted from the Mechanical/Electrical Engineer which meets the criteria noted below:
  - **Project Status:** Of the submitted projects, the following applies:
    - The mechanical projects **must** be substantially completed (available for its intended use)..
    - One (1) mechanical project **should** be complete and occupied for at least six (6) months, and the University prefers if both projects are completed and occupied for at least six (6) months;
    - The electrical project **should** be complete and occupied for at least six (6) months.
  - **Project Type:**
    - Two (2) of the three (3) submitted projects should include high-performance building systems. Projects emphasizing energy efficiency and those including geothermal HVAC systems are preferred.
    - The submitted projects **should** be a college classroom and faculty office facility in the higher education setting.
    - Projects that include training facilities, class labs, open labs and research areas related to Social Work are preferred.
  - **Contract Method:** One (1) of the three (3) submitted projects **must** be a CM at Risk (with GMP) or Design-Build (with GMP) project;

- **Dollar Size:** The projects construction costs should be in excess of \$40M, with projects which are closer to the size of the University's project preferred; please note that construction costs cannot include furnishings.
- **Design Work:** The mechanical/electrical design work on the three (3) projects must have been done by the applicable proposed firm(s) as the Engineer of Record.
- NOTE: The University prefers that the submitted project for the electrical discipline is the same as one submitted for mechanical. The information should be provided separately for each discipline, providing the appropriate description of work and personnel. The Mechanical/Electrical Consultant may consist of separate Mechanical and Electrical engineering firms.

(3) **Structural Engineering Firm: Two (2) projects** are to be submitted from the Structural Engineering Firm which meets the criteria noted below:

- **Project Status: Project should** be complete and occupied for at least six (6) months; and,
- **Dollar Size: Construction costs should** be in excess of \$40M for construction costs with projects closer to the University's project cost preferred; please note that construction costs cannot include furnishings.
- **Project Type:**
  - o Projects should be new construction
  - o Projects **must** include BIM.
  - o The University prefers the projects are done in the higher education setting.
- **Design Work: Must** be designed by the structural engineering firm.

(4) **Civil Engineering Firm: One (1) project** is to be submitted from the Civil Engineering Firm which meets the criteria noted below:

- **Project Type:**
  - o Should include Storm Water Management, Sediment Erosion Control, and Utility Relocations;
  - o The University prefers the project is done in the higher education setting.
  - o A project with a Developer's Agreement in Baltimore City is preferred.
- **Design Work: Must** be designed by the civil engineering firm as the Engineer of Record.

**NOTES:** The projects submitted by the MEP, Site Civil, and Structural Engineering firm may duplicate the projects submitted by the Prime A/E firm provided the consultants have provided the required services for those projects. Be sure to describe each disciplines' unique scope of services, personnel, and contributions to the design. The University prefers the key person's role is the same for both this proposal and the submitted Key Personnel Resume/ Firm Experience projects.

**C. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS (SF330 Section G)**

Provide matrix depicting key personnel identified in Section E, provide role on the example projects, and proposed roles in this contract.

D. **ADDITIONAL INFORMATION (SF330 Section H)** Provide a Summary of Qualifications, a written description of why the Proposer is most qualified and skilled to design this Project. This should be objective and limited to not more than four typewritten pages. **Examples of other relevant project experience may be included here.**

4.2.4 **BASIS OF SELECTION:** Provide a brief explanation as to why each firm was selected for the proposed A/E team. (limit 6 pages)

4.2.5 **GENERAL QUALIFICATIONS:** (SF330, Part II) Submit form for each proposed firm and proposed branch office, completing all sections and following the form's instructions. For Item 9, Employees by Discipline, if a person spans disciplines, the disciplines should be clearly noted with partial times indicated (i.e., ½ project manager and ½ architect, etc.).

4.2.6 **PROFESSIONAL LIABILITY COVERAGE:** Complete the Professional Liability Coverage Form (found in Attachment A) to confirm the required professional liability insurance coverage (\$3M) including current and/or proposed additional coverage to be guaranteed if awarded the contract. Please include in this statement the dollar value of such coverage, expiration date and name of the insurance company.

**NOTE:** Where the proposing A/E team is a joint venture (JV), either (a) the JV, as a legal entity, must have the required \$3M professional liability insurance coverage; OR (b) each party of the JV must have the required \$3M professional liability insurance coverage.

4.2.7 **REGISTRATION DOCUMENTATION:** Complete and submit the Registration Documentation form (found in Attachment A).

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

**NOTES:** It is preferred that the proposed Key People be registered in the State of Maryland and listed on the registration documentation. If the Key People are not registered in the State of Maryland, you must list the name of the person who is registered in the State of Maryland and will be able to sign documents for the Key People. **In any event, you must have someone registered in the state of Maryland for each discipline listed prior to the start of any fee negotiations.**

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

The (UMB-OFM 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 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 Consultant team 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.

- 4.2.9 **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.
- 4.2.10 **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.
- 4.2.11 **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.** See MBE Attachment H-1A or Attachment J, Item #22 regarding MBE goal and subgoals.

**END OF SECTION 4, ARTICLE 2:  
PHASE 2 TECHNICAL PROPOSAL REQUIREMENTS**

## **SECTION 4, ARTICLE 3: Phase 3 Technical Proposal Requirements and Oral Presentations**

Phase 3 Technical Proposal: Refer to the Solicitation Schedule for due date for the Phase 3 Technical Proposals. 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.

At the sole discretion of the University, Proposers that are short-listed as a result of the evaluation of the First Phase Technical Proposals may be required to submit additional materials for evaluation by the Qualification Committee. The University reserves the right to waive the Phase 3 Technical Proposal. Should the University elect to require such a submittal, only those A/E firms who are shortlisted based on the Phase 2 Technical evaluation will be requested to submit a Phase 3 Technical Proposal.

The Technical Proposal should be prepared in a clear and concise manner and should have page numbers for ease of reference by the UMB-CFSA Evaluation Committee. The contents of the Technical Proposal must address the following items, and additionally must include the appropriate completed forms as indicated. Failure to include any of the items listed may result in the Technical Proposal being found non-responsive and/or will affect the evaluation of your firm's Technical Proposal response.

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.

### **4.3.1 PHASE 3 TECHNICAL QUALIFICATION CRITERIA (listed in order of importance):**

The following items must be included in this Phase 3 Technical Proposal are as follows:

- A. **Understanding of the Project Program:** The A/E firm shall state, in a clear, concise manner, its understanding of the project and the program by its proposed design team inclusive of the following:
- (1) Its interpretation and understanding of the project and the program;
  - (2) The vision for the design of the School of Social Work is as described in the Program as well as high-performance design aspirations; at a minimum, the team shall describe what was discerned from the site visit, its expected design approach, and its interaction with the University's faculty, staff and students during the design and construction process;
  - (3) Its expression of how its qualifications can best be applied to solving the program challenges;
  - (4) Its ability to control the design schedule, respond to project cost estimating, and respond to Team Value Engineering efforts if the project is outside the "design to" amount.

Note: The statement should be objective and limited to not more than five (5) single-spaced, typewritten pages using 12-point font.

- B. **Special/Unique Qualifications:** Provide a narrative to elaborate on the special/unique qualifications and/or experiences of the proposed A/E team, which make it uniquely capable to provide A/E services on the University's project. Special firm and/or individual expertise is to be included.

Note: The statement should be objective and limited to not more than three (3) single-spaced, typewritten pages using 12-point font.

C. **PROJECT CHALLENGE:** Select one (1) aspect of this project which the Proposing A/E team finds to be the most challenging and provide the following:

- (1) A description of this one (1) aspect and why your A/E Team finds it to be the most challenging; and,
- (2) a description of how your firm would address this issue and what your recommendations might be.

D. **DESIGN APPROACH/QUALITY CONTROL:** Provide a narrative of your team's background and approach inclusive of how these items will be addressed/utilized by your team on the School of Social Work:

- (1) Provide information on your process for ensuring quality contract documents and minimizing Errors and Omissions.
- (2) Provide information regarding projects that have used Building Information Modeling (BIM) during the design, construction and post construction phases, and,
- (3) Provide information regarding projects that utilized "design-assist" as well as "early release" strategies, with particular emphasis on coordination and minimizing omissions.
- (4) Provide information regarding projects that incorporate high-performance strategies with particular emphasis on coordination and minimizing omissions.

E. **COST ESTIMATE SAMPLE:** Provide a sample of a Design Development Cost Estimate prepared by the proposed cost estimating firm within the last three (3) years for a similar project type.

F. **FIRM REFERENCES:** Provide the following A/E firm references by completing the **Firm Reference Form** for each (see Attachment A of the A/E Solicitation Document for this form):

- (1) Prime/Proposing A/E Firm: Provide four (4) firm references based on the four (4) submitted projects.
- (2) Mechanical/Electrical Engineering Firm: Provide two (2) mechanical and one (1) electrical firm reference based on the three (3) submitted projects.
- (3) Structural Engineering Firm: Provide two (2) firm reference based on the submitted project.
- (4) Site Civil Engineering Firm: Provide one (1) firm reference based on the one (1) submitted project.

**Additional Firm Project References:** Please provide one (1) additional project reference for each firm noted above (#4.3.1.F), including name of company, contact name, phone number (including extension), email, and applicable project with a brief project description inclusive of role/services, dollar size and date completed. These will be used only in the event the University is unable to contact one of the references provided for the submitted projects given above (in #4.3.1.F, per those submitted in Section 4, Article 2 Item 4.2.3.D)

- G. **KEY PERSONNEL REFERENCES:** Provide two (2) references, as well as one (1) additional for each of the following Key Personnel by completing the **Key Personnel Reference Form** for each (see Attachment A of the Solicitation Document for this form):

Principal in Charge  
A/E Project Manager  
A/E Project Architect, Design  
Mechanical Design Engineer  
Electrical Design Engineer  
Structural Engineer  
Site/Civil Engineer  
Landscape Architect  
Cost Estimator  
Building Envelope Consultant  
Construction Administration Professional (Architectural)

References are to be from projects submitted in the personnel's SF330 resume in the Technical Proposal, per Section 4, Article 2 Item 4.2.3.A. If any staff are proposed as a dual role for the Key Personnel assignments provided, please note this on the resume provided, and include references for the relevant project experience for performance of that role or in a dual role.

**Reference Notes (applicable to 4.3.1.F and 4.3.1.G above):**

- 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 (including itself if not provided as such.)
- Please be sure that accurate information is provided and that the contact person is capable of speaking to a firm's and/or key person's capability in performing the services required. References will be held in the strictest of confidence.

4.3.2 **ORAL PRESENTATION :**

- A. At the sole discretion of the University, short-listed Proposers may be required to appear before the Qualification Committee for an oral presentation. The University reserves the right to waive the Interview/Oral Presentations. Selection of the candidate firm may be based on the First Phase Technical Proposal alone, or any written materials provided in the First and Phase 3 Phase Proposals combined. Proposers are therefore encouraged to submit the best possible proposal at each opportunity for submittal. Should the University choose to conduct Oral Presentation Sessions, only those Proposers who are shortlisted based on the Phase 2 Technical evaluation will be requested to attend an Oral Presentation at the University.

- (1) **Appointments:** If Oral presentations are required the date and time of the Oral Presentation will be set by the University upon completion of the Phase 2 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.

- (2) **Proposer Attendees:** Each shortlisted AE firm will be required to have the following key personnel attend:

- Principal in Charge
- A/E Project Manager
- A/E Project Architect, Design
- Mechanical Design Engineer
- Electrical Design Engineer
- Structural Engineer
- Site/Civil Engineer
- Landscape Architect
- Building Envelope Consultant
- Construction Administration Professional (Architectural)

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

- (1) To allow the University to meet the Proposer's key personnel; and,
- (2) Discuss those items addressed in the Phase 3 Technical Proposal, if required.

The Oral Presentation 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.

Upon completion of the Oral Presentations, the University will conduct the Phase 3 Technical Evaluation as described in Section 4, Article 5.

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

**END OF SECTION 4, ARTICLE 3:  
PHASE 3 TECHNICAL PROPOSAL REQUIREMENTS AND ORAL PRESENTATIONS**

## SECTION 4, ARTICLE 4: Portfolio & Technical Evaluation

### 4.4.1 PORTFOLIO EVALUATION:

#### A. Intent:

The intent of the Portfolio Phase is to provide Architectural-Engineering Firms an opportunity to present their team's experience in high quality and relevant design services to meet the needs of the University for its specific project.

#### B. Shortlist:

A University Qualification Committee ("the Committee") will evaluate the Portfolios for applicability and similarity to the University's project, including, but not limited to, for demonstration of design excellence for the purpose of establishing a shortlist of A/E Firms that will then be invited to submit a Technical Proposal as described in Phase Two. 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. Based on the Committee's evaluation of the strengths, weaknesses, advantages, and deficiencies in the Portfolios, the Committee will rank the Portfolios and submit a short list of proposers for further consideration to the Procurement Officer. The Procurement Officer will review the recommended shortlist and will notify all proposers of the results of the evaluation.

### 4.4.2 PHASE 2 TECHNICAL EVALUATION:

A. Short-listed A/E Firms shall be considered as equal at the conclusion of the Portfolio Phase, and for the evaluation of the Phase 2 Technical Phase.

#### B. Shortlist:

An evaluation of the Phase 2 Technical Proposals will be conducted by the University's Qualification Committee. Technical criteria are listed in Section 4, Article 2 in order of importance. Firms will be ranked and shortlisted based on the evaluation; it is anticipated that a short-list of at least two (2) A/E firms will be recommended by the Qualification Committee. Only shortlisted A/E firms will advance in the procurement process. The Procurement Officer will review these rankings and, upon approval, notify all proposing firms of the names of all proposers indicating those who have been short-listed.

#### C. Implementation of a Phase 3 Technical Proposal:

At the sole discretion of the University, Proposers that are short-listed as a result of the evaluation of the First Phase Technical Proposals may be required to submit a Phase 3 Technical Proposal by the Qualification Committee.

The University reserves the right to waive the Phase 3 Technical Proposal and/or Oral Presentations. Selection of the candidate firm may be based on the First Phase Technical Proposal alone. Proposers are therefore encouraged to submit the best possible proposal at each opportunity for submittal.

#### 4.4.3 PHASE 3 TECHNICAL EVALUATION:

- A. The University reserves the right to waive the Phase 3 Technical Proposal and Oral Presentations.
- B. The assessments from the Phase 2 Technical Proposal evaluation will be brought forward with the exception of the category for key personnel, which will be reevaluated based on the oral presentation. These scores will be combined with the Phase 3 Technical Evaluation for a final ranking. Selection of the candidate firm may be based on the Phase 2 Technical Proposal alone, or any written materials provided in the Phase 2 and 3 Technical Proposals combined. The University reserves the right to waive the Interview/Oral Presentations. Proposers are therefore encouraged to submit the best possible proposal at each opportunity for submittal.
- C. Another evaluation will be conducted by the University's Qualification Committee, utilizing Phase 3 Technical Proposals and Interview/Oral Presentations as well as any information brought forward during the Interview/Oral Presentations that impresses on the initial or Phase 3 Technical evaluation criteria. Phase 2 Technical criteria are listed in Section 4, Article 2 in order of importance. Phase 3 Technical criteria are listed in Section 4, Article 3 in order of importance.
- D. The Qualification Committee will submit to the Procurement Officer the final ranking of the shortlisted A/E firms.
- E. The Procurement Officer will review these rankings accordingly.
- F. Upon approval of the Qualification Committee's ranking report, the Procurement Officer shall designate a Negotiation Committee.
- G. All shortlisted firms will be notified and the candidate firm ranked number one will be asked to provide a fee proposal.

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

## SECTION 4, ARTICLE 5: Fee Proposal Negotiations/Final Selection

### 4.5.1 FEE PRE-PROPOSAL MEETING

- A. Only the candidate firm ranked number one will submit a detailed fee proposal and will be engaged in fee negotiations with the University. The University will provide the format for this fee proposal to the candidate firm at the Fee Pre-proposal meeting, which is anticipated to be held on the date stated in Section 1 of this RFP. See Section 4, Article 5 - Fee Proposal Negotiation/Final Selection for further details. The following representatives from the A/E team are anticipated to be in attendance: Prime Architect, Joint Venture Architect (if applicable), and M/E/P Engineer.
- B. The agenda for this meeting includes the following:
- (1) **Review of the A/E's scope clarification questions:** As previously indicated, the candidate A/E firm is to submit (preferably by e-mail) any scope clarification questions that its team has to the University by the deadline per the Section 1 Solicitation Schedule; the University anticipates responding and discussing these items at the Fee Pre-proposal meeting.
  - (2) **A/E Fee Proposal Form:** The candidate firm will be provided with the format for the A/E Fee Proposal, which will be reviewed accordingly. The due date for the initial A/E fee proposal is anticipated per the Section 1 Solicitation Schedule.
  - (3) **A/E Fee Negotiation Schedule:** The schedule for A/E fee negotiations is anticipated per the Section 1 Solicitation Schedule.

### 4.5.2 FEE PROPOSAL SUBMITTAL

#### A. Transmittal Letter

A transmittal letter prepared on the Proposer's business stationery must accompany the Technical 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 his firm to all statements, including services and financials, contained in the Proposal. See Attachment J "Signing of Forms" regarding authorized signatures required.

### 4.5.3 FEE NEGOTIATIONS:

- A. Negotiations shall be conducted between the candidate firm and the University Negotiation Committee (see Section 4, Article 5 - Fee Proposal Negotiation/Final Selection for the anticipated schedule for fee negotiation sessions).
- (1) The University, in order to evaluate the accuracy and completeness of the certified cost or pricing data, shall have the right to examine and audit all of the Proposer's records, including computations and projections in connection with any pricing action relating to this proposal, contract, subcontract, or modification including certified cost or pricing data.
  - (2) If the Procurement Officer determines that a satisfactory contract cannot be negotiated, the negotiations shall be terminated. In such instances, the University shall either commence negotiations with the candidate firm ranked number two or re-advertise the procurement, as it deems appropriate.
  - (3) Upon successful completion of negotiations, the University will proceed with the contract award.

**\*NOTE REGARDING REIMBURSABLE FEES FOR A/E:**

Please note the following regarding reimbursable fees: The University only accepts the following items as “reimbursable”: (i) printing expenses (reproduction of documents for review by other parties such as the University and other State agencies), (ii) out-of-state travel (if any) defined as a minimum of seventy five miles one way from the University), (iii) geotechnical testing, (iv) renderings, (v) models, (vi) fire flow tests, and (vii) Green Building Certification application and credit review fees paid to USGBCI or equivalent. All other expenses are part of the cost of doing business and, therefore, included in a firm’s overhead rate.

**4.5.4 IRREVOCABILITY OF PROPOSALS:**

A. The final A/E fee/price proposal for the design phases of this project shall be irrevocable for one hundred twenty (120) calendar days from the final fee proposal due date. This period may be extended by written mutual agreement between the Proposer and the University.

- (1) The final A/E fee/price proposal for the construction phases (Construction Administration and Post Construction) shall remain irrevocable until approval by the University of the amendment(s) to the contract to reflect these phases.

**4.5.5 AWARD:**

A. The successful A/E firm will be required to sign the University’s A/E contract prior to Board of Public Works (BPW) approval (see Attachment B for the University’s Standard Form of Agreement with Architects and Engineers). If the selected A/E 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 with the successful A/E firm.

**END OF SECTION 4, ARTICLE 5:  
FEE PROPOSAL NEGOTIATIONS/FINAL EVALUATION AND SELECTION  
END OF SECTION 4: PROCUREMENT PHASES AND EVALUATION PROCESS**

## **FORMS AND ATTACHMENTS**

**ATTACHMENT A**  
**TECHNICAL PROPOSAL FORMS**

**Phase 2 Technical Only:**

**Transmittal Letter**

**Professional Liability Insurance Form**

**Registration Documentation Form**

**eBuilder Affidavit**

**Bid Proposal/Affidavit**

**Acknowledgement of Receipt of Addenda Form**

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

**Phase 3 Technical Only:**

**Current Workload Form**

**Reference Forms**

**TRANSMITTAL LETTER – PHASE 2 TECHNICAL PROPOSAL**

RFP 20-399 AE-CB-ML – SCHOOL OF SOCIAL WORK NEW BUILDING FOR UNIVERSITY OF MARYLAND, BALTIMORE

**Proposer:** \_\_\_\_\_  
FEIN/SSN: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

**The undersigned hereby submits the Technical Proposal as set forth in RFP #20-399 AE-CB-ML dated May 27, 2022.** We confirm that this Technical Proposal is based on the Requirements per the RFP and any subsequent addenda.

***If different than the signatory of this Transmittal Letter, we are also attaching to this Transmittal Letter, the name, title, phone number including extension number, and email address of our contact person for our Technical Proposal response.***

Printed Name: \_\_\_\_\_ Email address: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

In accordance with Section 4, Proposal Requirements, Article 2, we are enclosing the following in our Phase 2 Technical Proposal:

1. A/E Team Management and Organization
2. Key Personnel
3. Example Firm Experience Projects
4. Key Personnel Participation in Example Projects
5. Additional Information
6. Basis of Selection
7. General Qualifications
8. Professional Liability Coverage
9. Registration Documentation Form
10. eBuilder Affidavit Form
11. Bid/Proposal Affidavit (completed)
12. Acknowledgement of Receipt of Addenda form (completed, as applicable)
13. MBE Attachment H-1A Part 2 Affidavit and Signature Page

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PROFESSIONAL LIABILITY INSURANCE FORM – PHASE 2 TECHNICAL PROPOSAL**

RFP 20-399 AE-CB-ML – SCHOOL OF SOCIAL WORK NEW BUILDING FOR UNIVERSITY OF MARYLAND, BALTIMORE

**Proposer:** \_\_\_\_\_

Firm's statement of professional liability insurance coverage including current and/or proposed additional coverage to be guaranteed if awarded the project must be inserted below. The firm recommended for appointment will be required to submit evidence of \$3M professional liability insurance coverage prior to execution of the contract. Failure to complete the insurance information may result in your firm being disqualified from further consideration for this project.

Dollar Value:           \$ \_\_\_\_\_

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

Insurance Company: \_\_\_\_\_

Comments (if any):

Note: Please include information on current and/or proposed additional coverage to be guaranteed if awarded the contract. Should a proposing firm not provide confirmation of the required professional liability insurance coverage during the technical phase of this procurement, it will be disqualified from further consideration.

**REGISTRATION DOCUMENTATION FORM – PHASE 2 TECHNICAL PROPOSAL**

RFP 20-399 AE-CB-ML – SCHOOL OF SOCIAL WORK NEW BUILDING FOR UNIVERSITY OF MARYLAND, BALTIMORE

**Proposer:** \_\_\_\_\_

All individuals practicing occupations requiring registration or licensure must be currently registered with the appropriate State of Maryland Registration Board. It is, therefore, important that the Architect/Engineer address himself/herself to the disciplines of registration required for this project. Such individuals will be stamping and sealing the drawings for their respective firm. These individuals may or may not be one of the proposed key personnel on the proposing A/E team. It is, therefore, important that the proposing Architect/Engineer provide information to confirm these licensures.

Disciplines required for this project are listed below. For each marked discipline, insert name of the individual, and where required, expiration date of Maryland registration, and Maryland registration number.

<u>Discipline Required</u>	<u>Name of Firm</u>	<u>Name of Individual</u>	<u>Expiration Date of Md. Registration</u>	<u>Md. Reg. Number</u>
Prime Architect				
Mechanical Engineer				
Electrical Engineer				
Structural Engineer				
Civil Engineer				
Landscape Architect				
Other:				
Other:				
Other:				

**Optional: If any of the other proposed Key Personnel have an A/E Registration, it should be noted here.**

<u>Discipline</u>	<u>Name of Firm</u>	<u>Name of Individual</u>	<u>Expiration Date of Md. Registration</u>	<u>Md. Reg. Number</u>

**Note: Failure to complete the requested information on this form may result in being considered not susceptible of the award and therefore removed from further consideration for this project.**

The foregoing is a statement of facts.

Signature: \_\_\_\_\_  
 Typed Name \_\_\_\_\_  
 & Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Name of Firm: \_\_\_\_\_

**E BUILDER AFFIDAVIT – PHASE 2 TECHNICAL PROPOSAL**

**If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer may determine that the offer is not reasonably susceptible of being selected for award.**

In conjunction with the bid or offer submitted in response to Project Name: **SCHOOL OF SOCIAL WORK NEW BUILDING FOR UNIVERSITY OF MARYLAND, BALTIMORE No. 20-399 AE-CB-ML**, I affirm the following:

I acknowledge and intend to obtain an annual license for E Builder, and will submit all project documentation through eBuilder as instructed by UMB.

The University of Maryland, Baltimore Design and Construction (UMB D&C) has an eBuilder unlimited licensing plan. This means that the Consultant team 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.

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.

_____ Bidder/Offeror Firm Name	_____ Signature of Affiant
_____ Address	_____ Name, Title
_____ City, State, Zip	_____ Phone
	_____ Fax
	_____ E-Mail
	_____ Date

## **BID/PROPOSAL AFFIDAVIT**

A. Each solicitation shall provide notice that the affidavit in §B of this regulation shall be completed and submitted to the procurement agency with the vendor's bid or offer.

B. Mandatory Solicitation Addendum. The solicitation addendum shall be in substantially the same form as follows:

### **BID/PROPOSAL AFFIDAVIT**

A. Authority

I HEREBY AFFIRM THAT:

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

### **B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

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

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

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

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

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

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

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

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

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D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) §7206, Fraud and False Statements, or

(e) §7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**E. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

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

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Maryland Department of Labor, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

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

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

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

**L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

**N. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

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

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

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

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

**RFP NO.:** RFP 20-399 AE-CB-ML

**DUE DATE:** Thursday, June 23, 2022 at 2 p.m.

**RFP FOR:** NEW SCHOOL OF SOCIAL WORK BUILDING FOR UMB

**NAME OF PROPOSER:** \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

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

Addendum No.	_____	Dated:	_____
Addendum No.	_____	Dated:	_____
Addendum No.	_____	Dated:	_____
Addendum No.	_____	Dated:	_____
Addendum No.	_____	Dated:	_____
Addendum No.	_____	Dated:	_____

As stated in the RFP documents, this form is included in our Technical Proposal.

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

END OF ADDENDA FORM

**MBE ATTACHMENT H-1A PART 2, MBE UTILIZATION AND FAIR SOLICITATION  
AFFIDAVIT**

## **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 AE-CB-ML 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 **25 percent** and all of the following subgoals:

**7 percent** for African American-owned MBE firms

**10 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 Fee Proposal 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 Fee Proposal 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 4 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 Fee Proposal 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**

**KEY PERSONNEL WORKLOAD FORM**

SCHOOL OF SOCIAL WORK NEW BUILDING FOR UNIVERSITY OF MARYLAND, BALTIMORE  
RFP 20-399 AE-CB-ML  
Phase 3 Technical Proposal

**Proposing Prime A/E:** \_\_\_\_\_

Below please provide the current workload for each of the Key Personnel; that is, identify what other jobs, if any, on which the person will be working during the University project inclusive of the following:

- \* Person's role on the project (s);
- \* Percentage (%) time commitment to the project(s); and,
- \* anticipated completion date for the person's work assignment for the project(s).

<b>Position</b>	<b>% Available to UMB's Project</b>	<b>Other Projects Assigned during the UMB Project Schedule; person's role on the project, % of time commitment to the project, and anticipated completion date of the person's work assignment</b>
Principal in Charge		
A/E Project Manager		
A/E Project Architect, Design		
Mechanical Design Engineer		
Electrical Design Engineer		
Structural Engineer		
Site/Civil Engineer		
Landscape Architect		
Cost Estimator		
Building Envelope Consultant		
Construction Administration Professional (Architectural)		

## KEY PERSONNEL REFERENCES

SCHOOL OF SOCIAL WORK NEW BUILDING FOR UNIVERSITY OF MARYLAND, BALTIMORE  
RFP 20-399 AE-CB-ML  
Phase 3 Technical Proposal

**PROPOSING FIRM:** \_\_\_\_\_  
**KEY PERSON:** \_\_\_\_\_  
**FIRM EMPLOYED BY:** \_\_\_\_\_

**APPLICABLE POSITION REFERENCES: (check box)**

<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; height: 20px; border: 1px solid black;"></td><td style="padding-left: 5px;">A/E Principal in Charge</td></tr> <tr><td style="width: 30px; height: 20px; border: 1px solid black;"></td><td style="padding-left: 5px;">A/E Project Manager</td></tr> <tr><td style="width: 30px; height: 20px; border: 1px solid black;"></td><td style="padding-left: 5px;">Project Mechanical Engineer</td></tr> <tr><td style="width: 30px; height: 20px; border: 1px solid black;"></td><td style="padding-left: 5px;">Project Electrical Engineer</td></tr> </table>		A/E Principal in Charge		A/E Project Manager		Project Mechanical Engineer		Project Electrical Engineer	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; height: 20px; border: 1px solid black;"></td><td style="padding-left: 5px;">Project Architect, Design</td></tr> <tr><td style="width: 30px; height: 20px; border: 1px solid black;"></td><td style="padding-left: 5px;">CA Professional – Architectural</td></tr> <tr><td style="width: 30px; height: 20px; border: 1px solid black;"></td><td style="padding-left: 5px;">CA Professional – M/E/P</td></tr> <tr><td style="width: 30px; height: 20px; border: 1px solid black;"></td><td style="padding-left: 5px;">Cost Estimator</td></tr> </table>		Project Architect, Design		CA Professional – Architectural		CA Professional – M/E/P		Cost Estimator
	A/E Principal in Charge																
	A/E Project Manager																
	Project Mechanical Engineer																
	Project Electrical Engineer																
	Project Architect, Design																
	CA Professional – Architectural																
	CA Professional – M/E/P																
	Cost Estimator																

<p><b>1. Key Personnel Project References:</b>                  Two (2) project references and one (1) additional project reference are requested. Such references are to be <b>project references not employment references</b>; that is, the University is interested in speaking to an individual representing the project owner who can speak on performance (examples: Owner's Facilities Project Manager, Consultant contracted as Owner's Representative, etc). These references are to be from the projects submitted by the applicable firm in the SF330 resume in the technical proposal. Such references are to be from different projects; that is, only one reference per project is allowed. Such references will be held in strictest confidence by the University. Please ensure that the information is accurate and that the reference named can speak to the <b>person's performance in the role to be assigned on this project</b>.</p>	
1.1. Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, personnel's role and services, project delivery method, and completion date):	

1.2. Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, personnel's role and services, project delivery method, and completion date):	
1.3. Additional Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, personnel's role and services, project delivery method, and completion date):	

## PRIME AE FIRM REFERENCES

SCHOOL OF SOCIAL WORK NEW BUILDING FOR UNIVERSITY OF MARYLAND, BALTIMORE  
RFP 20-399 AE-CB-ML  
Phase 3 Technical Proposal

**Proposing Prime A/E:** \_\_\_\_\_

<b>1. Prime Proposing A/E Firm Experience Project References:</b> Provide four (4) references for the University to check for the purpose of establishing experience on the Projects provided in the Proposers' Firm Experience section. One for each Firm Experience project. Also provide one (1) additional reference. Contacts are to be an individual representing the project owner who can speak on performance (examples: Owner's Facilities Project Manager, Consultant contracted as Owner's Representative, etc). If information is inaccurate, or the reference contact named can't speak on the firm's performance it may impact evaluation. See Section 4, Article 3 for details.	
1.1. Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, firm's role and services, project delivery method, and completion date):	
1.2. Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, firm's role and services, project delivery method, and completion date):	

1.3. Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, firm's role and services, project delivery method, and completion date):	
1.4. Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, firm's role and services, project delivery method, and completion date):	
1.5. Additional Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, firm's role and services, project delivery method, and completion date):	

## MECHANICAL/ELECTRICAL FIRM REFERENCES

SCHOOL OF SOCIAL WORK NEW BUILDING FOR UNIVERSITY OF MARYLAND, BALTIMORE  
RFP 20-399 AE-CB-ML  
Phase 3 Technical Proposal

**Mechanical/Electrical Firm:** \_\_\_\_\_

<b>2. Mechanical/Electrical Firm Experience Project References:</b> Provide three (3) references for the University to check for the purpose of establishing experience on the Projects provided in the Proposers' Firm Experience section. One for each Firm Experience project. Also provide one (1) additional reference. Contacts are to be an individual representing the project owner who can speak on performance (examples: Owner's Facilities Project Manager, Consultant contracted as Owner's Representative, etc). If information is inaccurate, or the reference contact named can't speak on the firm's performance it may impact evaluation. See Section 4, Article 3 for details.	
2.1. Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, firm's role and services, project delivery method, and completion date):	
2.2. Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, firm's role and services, project delivery method, and completion date):	

2.3. Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, firm's role and services, project delivery method, and completion date):	
2.4. Additional Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, firm's role and services, project delivery method, and completion date):	

## STRUCTURAL ENGINEERING FIRM REFERENCES

SCHOOL OF SOCIAL WORK NEW BUILDING FOR UNIVERSITY OF MARYLAND, BALTIMORE  
RFP 20-399 AE-CB-ML  
Phase 3 Technical Proposal

Structural Firm: \_\_\_\_\_

### 3. Structural Firm Experience Project References:

Provide two (2) references for the University to check for the purpose of establishing experience on the Projects provided in the Proposers' Firm Experience section. One for each Firm Experience project. Also provide one (1) additional reference. Contacts are to be an individual representing the project owner who can speak on performance (examples: Owner's Facilities Project Manager, Consultant contracted as Owner's Representative, etc). If information is inaccurate, or the reference contact named can't speak on the firm's performance it may impact evaluation. See Section 4, Article 3 for details.

3.1. Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, firm's role and services, project delivery method, and completion date):	
3.2. Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, firm's role and services, project delivery method, and completion date):	

3.3. Additional Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, firm's role and services, project delivery method, and completion date):	

## SITE CIVIL FIRM REFERENCES

SCHOOL OF SOCIAL WORK NEW BUILDING FOR UNIVERSITY OF MARYLAND, BALTIMORE  
RFP 20-399 AE-CB-ML  
Phase 3 Technical Proposal

Site Civil Engineering Firm: \_\_\_\_\_

<b>4. Site Civil Engineering Firm Experience Project References:</b> Provide one (1) reference for the University to check for the purpose of establishing experience on the Projects provided in the Proposers' Firm Experience section. One for each Firm Experience project. Also provide one (1) additional reference. Contacts are to be an individual representing the project owner who can speak on performance (examples: Owner's Facilities Project Manager, Consultant contracted as Owner's Representative, etc). If information is inaccurate, or the reference contact named can't speak on the firm's performance it may impact evaluation. See Section 4, Article 3 for details.	
4.1. Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, firm's role and services, project delivery method, and completion date):	
<hr/>	
4.2. Additional Reference Contact Person:	
Contact Title:	
Contact Company:	
Telephone # (including extension, if applicable):	
Email Address:	
Project Title:	
Project Description (including construction costs, firm's role and services, project delivery method, and completion date):	

**ATTACHMENT B**

**Contract Forms**

**Contract Affidavit**

**UMB Standard Form of Agreement with Architects/Engineers, 2011**

## CONTRACT AFFIDAVIT

### A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

and is registered or qualified as required under Maryland Law.

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

Name and Department ID

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

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

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

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

### C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

#### F. CERTAIN AFFIRMATIONS VALID

##### I FURTHER AFFIRM THAT:

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

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

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

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

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



UNIVERSITY of MARYLAND  
THE FOUNDING CAMPUS

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**UNIVERSITY OF MARYLAND, BALTIMORE**

CONSTRUCTION SERVICE CENTER  
DEPARTMENT OF PROCUREMENT SERVICES

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**STANDARD FORM OF AGREEMENT  
WITH  
ARCHITECTS & ENGINEERS**

*Revised 2011*

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***Project No.***

20-399 AE-CB-ML

***Contract No.***

C-

***Client University***

University of  
Maryland, Baltimore

## STANDARD FORM OF AGREEMENT WITH ARCHITECTS & ENGINEERS

**THIS AGREEMENT** is made effective as of the date set forth on the signature page between University System of Maryland, a public corporation and an instrumentality of the State of Maryland (“USM”), acting through University of Maryland, Baltimore, one of its constituent institutions (“University”), and [REDACTED], a corporation organized under the laws of the State of [REDACTED] (the “A/E”), EIN # [REDACTED].

### RECITALS

A/E acknowledges that it (i) has been informed of the scope and nature of the Project, (ii) has read, examined and understood the Program, and (iii) has submitted the Proposal to University. By executing this Agreement and by submitting the Proposal, A/E represents and has represented to University that A/E is qualified to perform the Work, and to execute the same satisfactorily, within the times specified. (All capitalized terms in this paragraph are defined below)

A/E by this Agreement acknowledges that University has relied upon and is entitled to rely upon A/E’s representations set forth in this Agreement. In reliance upon those representations, University hereby engages A/E to perform the Work on the terms and conditions set forth in this Agreement. A/E hereby accepts that engagement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties agree as follows:

### ARTICLE I DEFINITIONS

1.1 **Definitions:** The following terms, as used in this Agreement shall have the following meanings:

“**Additional Services**” has the meaning set forth in Section 2.1.2.

“**Additional Work**” has the same meaning as “Additional Services.”

“**A/E Commencement Date**” means that date indicated in the NTP.

“**A/E Construction Commencement Date**” means that date indicated in the Construction NTP.

“**Agreement**” means collectively the following: (i) this Agreement; (ii) any and all documents and materials attached hereto; (iii) the Program, (iv) any and all drawings, models, specifications and other documents (including electronic versions) developed or prepared by A/E in performance of the Agreement and approved by University, (v) any and all documents and materials referenced herein or made part hereof (including without limitation the Program and its components); (vi) any and all amendments of any of these; and (vii) any and all Change Orders.

“**Change Order**” means any orders which is or is deemed to be a change order in accordance with Section 3.10.

“**Client University**” The constituent institution of University System of Maryland which will manage and use the Project upon completion. This may be University of Maryland, Baltimore, or another constituent institution of USM.

“**Concept Documents**” has the meaning set forth in Section 4.4.

“**Construction Manager**” or “**CM**” means the person or entity designated from time to time by University to carry out the function of construction manager (with provision of guaranteed maximum price) for the Project. University shall identify CM to A/E upon the selection of CM. During the term of this Agreement, a substitute CM may be designated by University from time to time with notification of such substitution provided in writing to A/E.

“**Construction Documents**” has the meaning set forth in Section 7.3.

“**Construction Phase**” has the meaning set forth in Section 2.1(c).

“Construction NTP” means that Notice to Proceed issued by the Owner’s Representative authorizing A/E to commence the Construction Services.

“Construction Services” means that portion of the Work to be performed during the Construction Phase.

“Contract Documents” means collectively the following: (i) the agreement between the University and the CM, (ii) the conditions of the contract (general, supplementary, and other conditions), (iii) the drawings, (iv) the specifications, and (v) all addenda issued prior to, and all modifications issued after, execution of the agreement between the University and the CM.

“Design Development Documents” has the meaning set forth in Section 6.3.

“Design Phase” has the meaning set forth in Section 2.1(c).

“Design Services” means that portion of the Work to be performed during the Design Phase.

“Design NTP” means the Notice to Proceed issued by the Owner’s Representative authorizing A/E to commence the Design Services.

“Design Standards” means the design standards established by University’s or Client University’s Architectural and Engineering Design Standards Manual (or comparable standards), as amended from time to time.

“Master Specifications” means the UMB Master Specifications (or of Client University, if applicable), as amended from time to time.

“Owner’s Representative” has the same meaning as “Project Manager.”

“Phases” state shall have the definition attributed in Section 2.1(c) and shall also refer to as the context requires the time assigned for the performance of that portion of the Services, in the Schedule or otherwise in the Agreement. As used in the Agreement, the designations assigned to the several Phases in Section 2.1(c) shall mean the part of the Services to be performed in each of the Phases respectively as well as the time assigned for the performance of that portion of the Services in the Schedule or otherwise in the Agreement.

“Probable Construction Cost” means the total amount (but not including contingencies) determined under any construction cost estimate to be the total hard construction cost for the Project in accordance with the Program.

“Procedure Manual” means the University’s Procedure Manual for Professional Architectural/Engineering Services for UMB Construction and UMB Service Center Projects, as amended from time to time.

“Procurement Officer” means an individual designated from time to time by University’s Department of Procurement Services to function as the Procurement Officer and to administer State procurement law and regulations for the Agreement. During the term of this Agreement, a substitute Procurement Officer may be designated by University with notification of such substitution provided in writing to A/E.

“Project Program” means the Project Program for a Capital Improvement Project entitled “\_\_\_\_\_,” dated \_\_\_\_\_, 20\_\_\_\_, as amended from time to time.

“Program” means collectively the following: the Project Program; the Proposal; the RFP; the Procedure Manual; the Master Specifications; and the Design Standards.

“Project” means the \_\_\_\_\_ to be located at \_\_\_\_\_, as more fully discussed in the Program.

“Project Amendment” has the meaning set forth in Section 2.1(d).

“Project Construction Costs” is the amount of [REDACTED]. These are the maximum hard construction costs for construction of the Project for the Phases designated, exclusive only of A/E fees, CM’s pre-construction fees, hazardous material abatement, and University’s construction contingency. The Project Construction Costs include all CM construction costs (i.e., CM construction fee, on-site staff reimbursables, non-personnel General Conditions, and CM/GMP contingency).

“Project Manager” means the individual designated from time to time by University’s Office of Facilities Management to serve as University’ representative with respect to matters relating to this Agreement, other than those matters which are the responsibility of the Procurement Officer or CM. The Project Manager shall be designated by University. During the term of this Agreement, a substitute Project Manager, may be designated by University with notification of such substitution provided in writing to A/E.

“Project Team” means the representatives of University, A/E, CM, and project consultants assigned to the Project.

“Proposal” means the Fee/Price Proposal and the Technical Proposal submitted by the A/E dated [REDACTED], inclusive of the organizational chart which denotes the key team firms and the key personnel to be assigned for the duration of the Project.

“RFP” means the University’s Request for Proposal # [REDACTED], dated [REDACTED], titled [REDACTED], together with all addenda and responses to questions from bidders.

“Schedule” means the timetable for completion of the Services. Unless otherwise modified as provided in this Agreement, the Schedule shall be the timetable set forth in the Proposal. The Schedule requires that the Design Phase shall be completed in no longer than [REDACTED] ( ) months, and the Construction Phase shall be completed in no longer than [REDACTED] ( ) months. A/E’s obligation in connection with bidding will be set forth on the Schedule and will not necessarily be included in the Design Phase.

“Schematic Design Documents” has the meaning set forth in Section 5.4.

“Services” means the professional services to be provided by or caused to be provided by A/E and its agents and consultants under and in compliance with this Agreement, as set forth in the Agreement or which are appropriate or necessary to the implementation, performance, or completion of A/E’s engagement set forth in the Program. Notwithstanding anything herein to the contrary, the Services shall include additional work and matters included in Change Orders.

“State” means the State of Maryland.

“Work” has the same meaning as the term “Services.”

1.2 Applicability of Definitions. Any definition set forth in this Agreement shall apply in all of its provisions unless otherwise indicated. Any definitions set forth in the Procedure Manual or in the CM’s solicitation documents shall apply throughout the Agreement unless (i) otherwise indicated, or (ii) another definition has been set forth.

1.3 Construction if Documents Conflict. If the provisions of the several parts of the Agreement are in conflict or are contradictory, the following in order of priority will be the order of precedence in construing and interpreting the Agreement (unless explicitly stated otherwise in any of the following): the Agreement, the Procedure Manual, the Design Standards, the Project Program, then the Proposal.

## **ARTICLE II GENERAL OBLIGATIONS OF A/E SCOPE OF ENGAGEMENT**

2.1 Engagement.

a. A/E is engaged generally to provide professional services in accordance with and subject to the provisions of the Agreement. It is the intent of the parties to set forth in the Agreement the terms and

conditions in effect for: (i) the Design Phase from and after the date hereof; and (ii) the Construction Phase from and after the effective date of the Project Amendment with respect to the Construction Phase.

b. In addition to the scope of engagement set forth above and the Services required by the Agreement, A/E shall undertake, as University may direct in writing, studies or special consulting work not identified originally in the Agreement. Such Services shall be “**Additional Services,**” and shall be subject to University’s prior approval of the price and services. In such case, A/E shall engage appropriate consultants or specialists as directed by University. Compensation for any Additional Services and any such consultants or specialists will be determined pursuant to the provisions of this Agreement governing Change Orders.

c. The Services shall be divided into the following parts, referred to collectively as “**Phases**” and each Phase respectively by the designation set forth below:

**Design Phase**, which includes the following:

- (1) Concept Phase, if applicable
- (2) Schematic Design Phase
- (3) Design Development Phase
- (4) Construction Documents Phase
- (5) Bidding Phase

**Construction Phase**, which includes the following:

- (6) Construction Administration Phase
- (7) Post-Construction Phase

Provisions of the Agreement applicable to Phases generally shall be applicable specifically to each Phase designated herein.

d. Until the Agreement is amended to reflect the availability of funds for the **[list Phases]**; and the approval of any of such amendment by the Board of Public Works, if any (each, a “**Project Amendment**”), the Agreement shall be in effect only as to the **Schematic Design Phase** and to the obligations of the parties to effectuate any subsequent Project Amendment. Upon execution of any subsequent Project Amendment as provided in the Agreement and the approval of such subsequent Project Amendment by the Board of Public Works, if any, the Agreement shall be effective as to all of the Phases, so that the parties also shall be bound by the provisions set forth in the Agreement in connection with all subsequent Phases.

e. If and when funds are available to University for a particular Phase, University at its sole discretion will execute the applicable Project Amendment. Not later than five (5) business days after receipt of a written request from University, A/E shall execute that Project Amendment. Failure of A/E to do so shall be a material breach of the Agreement. The Project Amendment shall take effect upon approval by the Board of Public Works, if any. University shall not be obligated in any way whatsoever under the Agreement to seek the availability of funds for any particular Phase.

## 2.2 Standard of Performance

a. A/E shall provide the Services as required by the Agreement completely and adequately in every detail. A/E solely shall be responsible for the technical completeness, sufficiency, and accuracy of the performance of the Services and any material of any nature whatsoever produced by A/E and delivered to University.

b. A/E shall perform the Services in all respects in accordance with those usual and customary standards of professional aptitude, skill, and diligence which, at the time of performance of the Services, commonly are followed by architects and engineers of the highest quality and stature in the performance of the same or similar services.

c. A/E shall be responsible for the provision of all Services, whether provided by A/E or its consultants, agents, representatives, employees, or others on behalf of A/E.

d. The Contract Documents shall be carefully coordinated by A/E so as not to conflict one with the other; and as appropriate for each respective Phase, so that they are clear, accurate, and precise in such detail as may be necessary to delineate what is to be furnished, where, and the final results to be obtained, as to architectural detail, structural strength, clearances, mechanical and electrical sufficiency and dimensional accuracy (as appropriate.)

e. The approval of Contract Documents, any material produced by A/E, and any construction installed in connection with the Project by University or the State in no way relieves A/E of its responsibility for: the accuracy and completeness of such Contract Documents; compliance with required law, standards, codes, ordinances or other applicable regulations; or compliance with the Agreement.

### 2.3 Timeliness of Performance.

a. Upon issuance of the Design NTP or the Construction NTP, University shall re-establish the dates in the Schedule with reference to the start date set forth in the Design NTP or the Construction NTP.

b. A/E shall perform the Services as expeditiously as is consistent with good professional skill and care and the orderly progress of the Services and the Project.

c. A/E shall perform the Services and the portions thereof each within the times established in the Schedule. If dates set on the Schedule are not met (either because portions of the Work are performed earlier or later than the date set forth), then University at its sole discretion reserves the right to modify the Schedule. Any such modification shall not be, or be deemed to be, a waiver of any rights University or A/E may have in connection with a party's failure to comply with the Schedule from time to time. A modification of the Schedule by University shall provide an extension of the various deadlines identified in the Schedule and shall not allow any new intervening time gaps dividing the period covered by the Schedule.

2.4 Consultants. A/E shall engage (i) those consultants identified in the Proposal only for the purposes identified in the Program, or (ii) other consultants not identified in the Proposal only with the prior written approval of University. The names of all consultants not identified in the Proposal, shall be submitted to University by A/E for approval before any Services are performed by such persons. A/E shall provide University any and all material and information requested about any proposed consultant. A/E may rely only upon approval issued by University in writing. Such engagement shall not constitute an engagement of a consultant by University. A/E shall be responsible to University for any and all Services performed by a consultant. In all instances, the term "A/E" as used in the Agreement includes action by consultants, as appropriate. A/E shall cause all consultants engaged by A/E to be bound by the applicable terms of the Agreement.

### 2.5 Meetings.

a. A/E shall (i) attend conferences and meetings with the Project Manager, CM, the Procurement Officer, and the Project Team, as provided in the Program and as necessary to execute the various Phases of the Services; (ii) present to University documents required under the Phases of the Services for review and approval; and (iii) present documents to the State Board of Architectural Review as requested by University or as required in the Procedure Manual.

b. A/E shall prepare concise minutes of any and all conferences held which A/E is required to attend as contemplated in Section 2.5(a). These minutes shall state all decisions reached and who made them. The original shall be addressed to the Project Manager, with copies as required for persons concerned.

c. A/E shall notify the Project Manager of all meetings desired by or anticipated by A/E sufficiently in advance of the meeting to permit the attendance of all concerned parties. As a general rule, such meetings will be held at University's Office of Facilities Management.

d. Presentations before the Board of Architectural Review shall be in compliance the Procedure Manual.

e. A/E shall fully participate in all value engineering workshops or sessions conducted by CM during the Design Phase.

## 2.6 Design Criteria

- a. A/E shall prepare, design, and provide Services in connection toward the following objectives:
1. That the Project shall be attractive and functional and have an efficient utilization of space;
  2. That the Project shall be economically and environmentally sustainable to construct, operate and maintain, and at the minimum possible cost consistent with the Program;
  3. That the Project shall be of sound structure of conventional shape or shapes, which avoid extraneous features and excessive perimeter walls;
  4. That the Project achieve economy in construction by simplification in design, by standardization in materials, by minimizing architectural embellishment, and the like, where appropriate.
- b. A/E shall give special attention to the economics of the interrelationship of architectural, structural, mechanical, and electrical systems.

## 2.7 Project Coordination

- a. A/E shall serve as a member of the “**Project Team.**” The Project Team shall be led by University or its designee. The Project Manager will act as coordinator between University, CM, and A/E.
- b. A/E shall direct copies of all correspondence, drawings, specifications, estimates, and other matters to the Project Manager, who will furnish such information as necessary to others. Direct contact or communication by A/E shall be made only with the prior knowledge and concurrence of the Project Manager in each instance.
- c. A/E’s professional team for the Project shall be the same persons identified as stated in the team data submitted in response to the solicitation, unless a change is requested and approved in advance in writing by University via the issuance of a contract amendment by UMB’s Department of Procurement Services.
- d. During each Phase, A/E shall (i) present its work on an ongoing basis to University and to CM, and (ii) be responsive to their comments, suggestions, and remarks.
- e. A/E shall provide University with the monthly progress schedule, in compliance with the Procedure Manual.

## 2.8 Documents

- a. The Provisions of this Section 2.8 apply to all documents which A/E is required to produce under the Agreement.
- b. A/E shall develop all of the documents required under the Agreement in a timely manner and in accordance with the Agreement. All documents shall anticipate a complete Project contemplated in the Program ready for efficient and continued use. A/E shall be responsible directly to University and more particularly to the Project Manager, to whom A/E shall direct all communications and submit all documents for approval and from whom A/E shall receive directions concerning the Project and approval of or comments on all documents.
- c. If documents submitted by A/E in satisfaction of the Design Phase are not approved in the form submitted, A/E at its own expense shall revise the same until approved by University. If any revision required to be made by A/E is caused by revising previously approved drawings and/or specifications to accomplish changes not initiated by A/E, A/E may be compensated for effecting such revisions only as set forth below, provided, that A/E shall not commence such revisions without written authorization of University.

d. A/E shall file with the Project Manager a certificate in a form prescribed by University before award of any construction contracts or commencement of any construction work, certifying that said contract documents are in compliance with the Building Code of the State of Maryland. After certificates have been filed with University, contract documents shall not be changed in any respect, except with the written consent of University.

e. All Contract Documents shall bear the seal and signature of A/E and of each of A/E's consultants.

f. A/E is responsible to care for, protect, and know the whereabouts of the documents until they are finally delivered to University, fully corrected as "as built" drawings.

2.9 Press Releases. A/E shall not issue any press release to any publication, including newspaper or media, without first clearing the text with University and obtaining the prior written approval of University in each instance.

2.10 Project Number. The project number assigned to the Program must be used on all correspondence, drawings, specifications, estimates, shop drawings, and all other matters relative to the Project.

2.11 Construction Cost Estimates.

a. The provisions of this Section shall apply in each instance that A/E is required under the Agreement to provide construction cost estimates.

b. Construction cost estimates must be furnished by A/E at each of the following Phases, as more particularly set forth in Articles IV through VII:

1. Concept Phase (if applicable)
2. 100% Schematic Design Phase
3. 100% Design Development Phase
4. Construction Document Phase, where the construction documents are approximately 50% complete and submitted for review. A/E shall review and comment on the estimate prepared by CM.

c. Notwithstanding anything herein to the contrary, the construction cost estimate prepared by A/E shall be reconciled with CM's construction cost estimate at the designated intervals noted above with the exception of the 50% Construction Document estimate. The cost estimate format must be developed between A/E and CM and approved by University prior to the 100% SD submittal. The provisions of Section 6.4 shall govern the content of A/E's review.

d. University may require revision or restudy of any of the construction cost estimates as may be necessary to keep the Project within the budget or to require more realistic figures.

e. Unless otherwise provided in the Program, each and every construction cost estimate delivered to University by A/E shall be prepared by a professional cost estimator retained by A/E, at A/E's cost.

f. Each construction cost estimate shall show the cost as of its respective submission dates, escalated to the anticipated bid-due date as set forth on the Schedule, with contingencies, fees, etc. so that each estimate reflects a total project estimate of cost.

g. Revised estimates may be further required by University, particularly when a delay occurs between the time of submission and bidding.

h. All estimates shall reflect all additions and deletions during the Design Phase.

2.12 Compliance. A/E shall be responsible to ensure that all Services are performed according to and in compliance with: the Master Specifications; Design Standards; Procedure Manual; those matters identified in the Program; all applicable laws, rules, regulations, and codes; and other requirements of University.

2.13 Procedure Manual and Design Standards. In particular, shall be responsible to ensure that the following Services are performed according to and in compliance with the Procedure Manual and/or Design Standards, as applicable:

- a. Sub-Surface Investigation and Evaluation
- b. Sediment Control
- c. Sanitary Facilities
- d. Value Engineering
- e. Life Cycle Cost Accounting and Energy Conservations
- f. Sustainability
- g. Measurements

2.14 Procedure Memoranda. From time to time as may be appropriate, University may issue standards or regulations relative to design and/or construction of improvements. These regulations will be issued in the form of numbered Procedure Memoranda (“PM”) and A/E shall be obligated to perform the services in accordance therewith. In the event compliance with a PM issued after the date of the Agreement directly results in a change in the scope of the Services, such changes shall be incorporated, at A/E’s request, in a Change Order. The PMs in effect as of the date of the Agreement are set forth in Division III of the Procedure Manual.

2.15 Professional Liability Insurance. A/E shall obtain and maintain professional liability insurance specifically covering A/E’s obligations performed or to be performed under the Agreement, in the amounts, for the time(s), and under the conditions set forth in the RFP. Failure to do so shall be a material breach of A/E’s obligations under the Agreement. If A/E terminates as a business entity for any reason whatsoever or in any manner whatsoever, A/E shall obtain and provide for the maintenance of professional liability insurance specifically covering A/E’s obligations performed or to be performed under the Agreement, in the amount set forth in the RFP, for the remainder of the time set forth in the RFP. A/E shall have delivered to University, prior to the A/E Commencement Date and as a condition of the Agreement, a copy of any and all policies obtained in accordance with the Agreement and a certificate of insurance setting forth that the stated insurance is then in effect thirty (30) days prior to the expiration or termination of any insurance policy obtained by A/E pursuant to the Agreement, A/E shall deliver to University an insurance binder evidencing continued insurance coverage as required hereunder and a certificate of insurance on the effective date of the replacement policy. The insurance policy and any certificate shall be endorsed to provide that the insurance obtained shall not be terminated and shall not expire unless the Procurement Officer has received not less than thirty (30) days prior written notice.

2.16 Change in Personnel. A/E must notify University immediately of any major changes in its organization or personnel. A major change includes a change of the personnel identified in the Program or in any or all of those persons being unavailable to perform the services as indicated in the Program. A change in personnel identified in the Program requires the written approval by University via the issuance of an amendment to this Agreement.

### **ARTICLE III AVAILABILITY OF FUNDS, FEES, AND PAYMENT**

3.1 Funds are available to be used for the Services during the Concept Phase (if any) and Schematic Design Phase in an amount equal to the fees and reimbursable amounts, if any, set forth in Exhibit A attached hereto and made part hereof. The fees and reimbursable amounts, if any, to be paid to A/E in connection with future Phases of the design (Design Development, Construction Documents, Bidding, Construction Administration, and Post-Construction) shall be subject to the availability of funds. A/E understands that the funds available under the Agreement (and if amended by a Project Amendment with respect to a Phase) are to include all fees and expenses payable to and incurred by A/E under the Agreement.

3.2 The amount of the funds originally available under the Agreement shall be set forth in Exhibit A. Any and all amendments to that amount specifically shall be stated as such in Change Orders, agreements for Additional Services, the subsequent Phase Amendment, or orders from University to A/E.

3.3 The compensation to be paid to A/E for the Services (including all fees and expenses) shall be in a total amount as set forth in Exhibit B, attached hereto and made part hereof, payable only from funds available for the Services as stated in and subject to the Agreement. A/E's fees allocated to each Phase shall be payable at the completion of the applicable Phase with no retainage held.

3.4 Notwithstanding anything in Section 3.3 to the contrary, A/E may apply to University by submitting invoices for payments on account against the fee allocated to each Phase respectively at intervals not more frequently than monthly. A/E will indicate the percentage of the Services in each Phase for which payment is requested. University will grant the application for payment only if University agrees that A/E has performed the indicated percentage of the Services. When required by University, A/E shall substantiate the degree of completion claimed in any such application for periodic payments, and furnish University with copies of the documents evidencing the degree of completion claimed.

3.5 A/E may request reimbursements only for those matters identified in the Program as reimbursables. Reimbursements in the aggregate shall not exceed the amount set forth in Exhibit B as allocated among the various Phases. There shall be no mark-up on reimbursement of actual costs.

3.6 The granting of A/E's application for periodic payments by University and remittance shall not constitute in any sense approval by University for the percentage of Services completed for a Phase or any part thereof, such approval being expressly reserved to University upon the completion of each Phase.

3.7 The compensation payable to A/E under the Agreement may be reduced by reason of additional costs of constructing the Project incurred by University or the Client University, as a result of A/E's errors in, or improper coordination of, the Construction Documents. The amount of such reduction in compensation, if any, shall not exceed the amount of such additional costs incurred in connection with constructing the Project. Reduction of the compensation to A/E as contemplated in this Section shall not be deemed to be a waiver by A/E of any rights and remedies it may have in connection with such reduction.

3.8 If the Project is abandoned or curtailed, or if University cancels the Agreement at any time for reasons other than default by A/E, A/E shall be paid a proportionate part of the compensation due and payable to A/E at the completion of the Phase wherein said abandonment, curtailment or cancellation occurs. Notice of abandonment, curtailment or cancellation may be oral, but shall be confirmed in writing within thirty (30) days by University, at which time A/E shall immediately file with University documents substantiating the status of the Services performed to the date of such action.

### 3.9 Requests for Payment.

a. Upon all applications for periodic payments of compensation (except the first such application), A/E shall certify in writing to University that all consultants whose work comprised a portion of the prior applications for periodic payment were paid in full to the extent paid by University to A/E within ten (10) days from receipt. All A/E invoices to University shall set forth A/E's Federal Employer Identification Number.

b. A/E shall submit each request for payment on the form provided by University.

c. A/E request for payment shall include one copy of the current monthly progress schedule.

d. All Services set forth in connection with a Phase and each prior Phase must be completed prior to payment in full for the fees allocated to each Phase (except for rendering(s) and 3-D model which are typically part of the Design Development Documents and shall be delivered during the Construction Document Phase as contemplated in Article VI).

e. University has the right to request substantiation to its satisfaction for all requests for payment.

### 3.10 Changes in the Work; Change Orders.

a. The Procurement Officer, may at any time, by written order, make unilateral changes within the general scope of this Agreement in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

- (3) Place of performance.
- (4) Drawings, designs, or specifications when any supplies to be furnished are to be specially manufactured for the University in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery

b. Section 3.11 prohibits the A/E from making charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement. If a change, as allowed above, causes an increase or decrease in the cost of the work which is not time-related, the University shall make an equitable adjustment in the Agreement price and shall modify the Agreement.

### 3.11 Delays and Extensions; Liquidated Damages.

a. A/E agrees to prosecute the work continuously and diligently. No charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of Work as specified in this Agreement.

b. Time extensions will be granted by the Procurement Officer only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of A/E, including without limitation acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with University, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors, consultants, or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of A/E or its subcontractors, consultants, or suppliers.

c. For each day that the Services or any portion thereof remain uncompleted beyond the times specified in the Agreement, A/E shall be liable for liquidated damages of **\$750.00** per day (which shall apply with respect to each Phase), or any other amount if stated elsewhere in the Agreement; *provided, however,* that due account shall be taken of any adjustment of specified completion time(s) for completion of the Services or any portion thereof as provided by University-approved Change Orders or Project Amendments. Time is of the essence in the Agreement.

## ARTICLE IV CONCEPT PHASE

4.1 This Article IV applies specifically to the Concept Phase, but is in addition to and not instead of any and all provisions of the Agreement applicable to the Concept Phase or all Phases.

4.2 The Concept Phase shall commence on the A/E Commencement Date, and shall terminate on the date of acceptance by University of the Concept Documents (but no later than the applicable date set forth in the Schedule). Acceptance of the Concept Documents shall be effective upon A/E's receipt of University's written approval.

4.3 In rendering professional services for preparation and furnishing of the Concept Phase requirements, in addition to any other matters A/E deems appropriate or necessary, A/E shall (i) visit the site of the Project, (ii) become familiar with the use, operational conditions, and limitations of the site, and (iii) obtain measurements and other information relative to existing improvements as required in the Program.

4.4 In accordance with the Schedule, A/E shall prepare and submit for University's approval concept documents ("**Concept Documents**") per the Procedure Manual for Professional A/E Services to illustrate the size and relationship of the Project components for each design alternate (minimum of 3),

## ARTICLE V SCHEMATIC DESIGN PHASE

5.1 This Article V applies specifically to the Schematic Design Phase, but is in addition to and not instead of any and all provisions of the Agreement applicable to the Schematic Design Phase or all Phases.

5.2 The Schematic Design Phase shall commence on the A/E Commencement Date, and terminate on the date of acceptance by University of the Schematic Design Documents (but no later than the applicable date set forth in the Schedule). Acceptance of the Schematic Design Documents shall be effective upon A/E's receipt of University's written approval.

5.3 In rendering professional Services for preparation and furnishing of the Schematic Design Phase requirements, in addition to any other matters A/E deems appropriate or necessary, A/E shall (i) visit the site of the Project, (ii) become familiar with the use, operational conditions, and limitations of the site, and (iii) obtain measurements and other information relative to existing improvements as required in the Program.

5.4 In accordance with the Schedule, A/E shall prepare and submit documents ("**Schematic Design Documents**") per the Procedure Manual for Professional A/E Services for University's approval.

5.5 As part of the Schematic Design Documents, A/E shall provide to University a construction cost estimate, wherein the Probable Construction Cost shall not exceed the Project Construction Cost. If it does, A/E, without additional compensation, in conjunction with CM and University, shall re-design the Project as necessary to maintain the Project Construction Cost.

5.6 When directed by University, the data generated by A/E in this Phase shall be reviewed by the State Board of Architectural Review prior to acceptance by University.

## ARTICLE VI DESIGN DEVELOPMENT PHASE

6.1 This Article VI applies specifically to the Design Development Phase, but is in addition to and not instead of any and all provisions in the Agreement applicable to the Design Development Phase or all Phases.

6.2 The Design Development Phase will commence with the acceptance of the Schematic Design Documents, and will terminate upon acceptance by University of the Design Development documents (saving and excepting the rendering and model), but no later than the applicable date indicated on the Schedule. Acceptance of the Design Development Documents shall be effective upon A/E's receipt of University's written approval.

6.3 Upon commencement of the Design Development Phase, A/E shall prepare and submit documents ("**Design Development Documents**") per the Procedure Manual for Professional A/E Services for University's approval

a. Professionally prepared color perspective rendering(s) per the final Fee Proposal in a suitable medium when required by the Program. The rendering shall include related existing improvements which may have an aesthetic bearing on the project. This rendering, approved by University, shall be delivered to University not later than completion of 50% of the Construction Documents Phase.

b. A professionally prepared computer model to be used as a public relations tool by University, as required by the Program. This computer model, approved by University, shall be delivered to University not later than completion of 50% of the Construction Documents Phase.

6.4 As part of the Design Development Documents, A/E shall prepare a construction cost estimate based upon a labor and material take-off. A/E shall make this take-off from the other Design Development Documents, applying costs currently prevailing in the jurisdiction where the Project is located. The Probable Construction Cost shall not exceed the Project Construction Cost for each Phase of a multi-phase project. If it does, A/E, without additional compensation, in conjunction with CM and University, shall re-design as necessary to maintain the Project Construction Cost.

6.5 When directed by University, the materials generated by A/E in this Phase shall be reviewed by the State Board of Architectural Review prior to acceptance by University.

## ARTICLE VII CONSTRUCTION DOCUMENTS PHASE

7.1 This Article VII applies specifically to the Construction Documents Phase, but is in addition to and not instead of any and all provisions in the Agreement applicable to the Construction Documents Phase or all Phases.

7.2 The Construction Documents Phase will commence with the acceptance of the Design Development Documents (except for the professional rendering(s) and professional computer model, each of which shall be delivered as required in Section 6.3) and will terminate upon acceptance by University of 100% Construction Documents (but not later than the applicable date indicated on the Schedule). Acceptance of 100% Construction Documents shall be effective upon A/E's receipt of University's written approval.

7.3 Upon commencement of the Construction Documents Phase, A/E shall prepare the required set of drawings and specifications ("**Construction Documents**"), per the Procedure Manual for Professional A/E Services for University's approval, including without limitation to architectural, site, structural, mechanical, and electrical.

7.4 As part of the Construction Documents, A/E shall prepare for University's approval a statement of review of CM's construction cost estimate updates as required in Section 2.11 of this Agreement. A professional cost estimator shall be retained by A/E for this purpose and shall use costs and area/volume calculations prevailing where the Project is located. A/E shall prepare a detailed written review which will state if A/E accepts or rejects CM's cost model updates under review and shall include in detail: (i) the reasons that CM's cost model update was rejected or accepted; (ii) a summary of the significant differences between CM's current cost model and the next previous CM's cost model and A/E's construction cost estimates provided in the Design Development Phase; and (iii) such other matters as A/E deems appropriate. A/E must reject CM's cost model update if it exceeds the Project Construction Cost. The statement of review and supporting documentation shall be provided to University.

7.5 If, in the exercise of A/E's professional judgment, A/E finds that such Probable Construction Costs set forth in the cost model update prepared by CM will exceed the Project Construction Costs, and if A/E is unable to effect cost reduction revisions in the Construction Documents without deviating from the design and intent of the previously approved documents, A/E: (1) shall advise University in writing; and (2) shall await instructions which University shall issue to A/E concerning future action to be taken under the Agreement. The instructions issued by University at its sole discretion shall include redesign of the Project as necessary in conjunction with CM and University to meet the Project Construction Cost without additional compensation.

7.6 A/E will utilize the standard Construction Specifications Institute (CSI) specification layout and numbering system. The specification must be consistent with University General Conditions for Construction (or GMP) as applicable, which University will provide to the A/E.

7.7 Upon completion of Construction Documents for each bid package in multi-phase or fast track projects, A/E will submit one (1) electronic copy (and paper copies as required) of the documents to University for review and approval. The Construction Documents will be provided in one package.

7.8 When directed by University, the data generated by A/E in this Phase shall be presented and reviewed by the State Board of Architectural Review, State Fire Marshall, and any other agencies as required by the Program, prior to acceptance by University.

## **ARTICLE VIII BIDDING PHASE**

8.1 This Article VII applies specifically to the Bidding Phase, which at University's discretion may be broken into separate sub-phases (or "packages"), but is in addition to and not instead of any and all provisions in the Agreement applicable to the Bidding Phase or all Phases.

8.2 a. The Bidding Phase will commence with University's acceptance of the Construction Documents and will terminate upon acceptance of the Guaranteed Maximum Price (as defined below) by University, but no later than the applicable date as indicated on the Schedule.

b. Notwithstanding anything herein to the contrary, at University's sole discretion, the Bidding Phase shall commence (i) solely in connection with the work referred to in the "first project phase package" (separated by building and utilities), upon University's acceptance of the "first project phase package," and (ii) in connection with the work referred to in the "second project phase package" (separated by building and utilities) upon University's acceptance of the "second project phase package."

c. Commencement of the Bidding Phase as contemplated in this Section, if authorized by University, shall not relieve A/E in any manner whatsoever from its obligations to comply with Section 7.4 and 7.5 at the times designated, determined in reference to all Construction Documents.

8.3 At the commencement of the Bidding Phase, A/E shall provide University, for bidding and construction purposes, one electronic copy of the 100% Construction Documents.

8.4 The CM will request bids for the Construction of the Project in those bidding packages identified in the Program.

8.5 A/E shall interpret documents during the Bidding Phase and shall attend a pre-bid conference for each bidding package.

8.6 At University's request, A/E shall attend the opening of the bids received by CM in connection with the Project. A/E shall attend the Scope Reviews of all major trade work.

8.7 If the Guaranteed Maximum Price ("GMP") proposed by CM exceeds either (i) the Project Construction Costs or (ii) either the funds appropriated by the State Legislature or allocated by the Client University or USM for the construction of the Project, A/E shall analyze the bids or proposals and make recommendations to University as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed said appropriation or allocation, except as agreed to or directed in writing by University. Such recommendations shall not include any deletions which render the Project incomplete (except to the extent contemplated by the Program) except as agreed to or directed by University. In addition, A/E, after consultation with University, shall alter or redraft the Construction Documents as necessary to accomplish the necessary reduction in cost and shall repeat as necessary or appropriate the services provided in this or other Phases.

8.8 If the GMP exceeds the funds appropriated by the State Legislature or allocated by the Client University or USM, University, for the construction of the Project due to a delay in the bidding of the project, the services A/E is required to perform as contemplated in Section 8.7 may be submitted by A/E for consideration in a Change Order. However, if CM's GMP Amount exceeds the funds appropriated or allocated for construction of the Project, no adjustment shall be made to A/E's compensation to perform its obligations under this Agreement.

## **ARTICLE IX CONSTRUCTION ADMINISTRATION PHASE**

9.1 This Article IX applies specifically to the Construction Administration Phase, but is in addition to and not instead of any and all provisions in the Agreement applicable to the Construction Administration Phase or all Phases.

9.2 The Construction Administration Phase will commence on the Construction Commencement Date, and terminate on the date of final acceptance by University of the construction of the Project (but no later than the applicable date indicated on the Schedule).

9.3 Upon commencement of the Construction Administration Phase, A/E shall undertake the Services as set forth in the Program and the Procedure Manual for Professional A/E Services required during the Construction Administration Phase.

9.4 A/E shall consult with University as the construction of the Project progresses. All of University's and A/E's instructions to CM shall be issued by University, through the Project Manager, or by another designated representative of University.

9.5 A/E shall make periodic visits to the Project as required by the progress of the construction work or as requested by University and shall attend progress meetings to attain familiarity with the progress and quality of the construction and to determine in general if the construction of the Project is proceeding in accordance with the Construction Documents. In making such periodic visits to the site and on the basis of such on-site observations, A/E shall guard University against defects and deficiencies in the construction work and shall report to University any observed defect or observed deficiency.

9.6 A/E shall not be responsible for: (i) construction means, methods, techniques, sequences and procedures, or for safety precautions and programs in connection with the construction; (ii) CM's failure to carry out the construction in accordance with the Construction Documents; or (iii) the acts or omissions of CM or any subcontractors, or any of CM's or subcontractors' agents or employees, or any persons performing any of the construction; saving and excepting to the extent A/E has approved the same or has knowledge of the same and has not made a report thereof to University.

9.7 A/E shall assist University, as it may request, in interpreting the requirements of the Construction Documents, in making decisions on all claims of University or CM relating to the execution and progress of the construction, and on all other matters or questions related thereto.

9.8 A/E shall recommend to University rejection of construction which, in A/E's reasonable opinion, does not conform to the Construction Documents. A/E shall recommend that University require CM to stop the construction whenever, in A/E's reasonable opinion, it may be necessary for the proper performance of the construction. In discharging the foregoing responsibility, A/E shall act through University and issue such recommendations to University.

9.9 A/E shall review and take other appropriate action upon CM's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. A/E's action shall be taken promptly (within two (2) weeks of receipt) so as to cause no delay in the work, while allowing sufficient time in A/E's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining accuracy and completeness or other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractors, all of which remain the responsibility of the CM to the extent required by the Construction Documents except as may be grossly different from the Construction Documents. A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by A/E, of construction means, methods, techniques, sequences or procedures. A/E's acceptance of a specific item shall not indicate acceptance of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Construction Documents, A/E shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Documents.

9.10 A/E shall assist University in reviewing requests for Change Order for the construction of the Project with regard to scope only.

9.11 A/E shall provide drawings as may be necessary to explain construction details.

9.12 A/E shall be responsible for the preparation (including University comments for review), review, and resolution of punch list items. Upon completion of the punch list, A/E shall verify work completed.

9.13 A/E shall prepare a full set of record drawings showing the “as-built” condition of the Project (including without limitation the locations of all utilities) based on A/E’s own records of Change Orders and upon as-built information supplied by CM. University will require CM to keep up-to-date marked prints of the as-built conditions upon CM’s copy of the Construction Documents, with all notations necessary to form the basis of the record drawings prepared by A/E. A/E will notify University in writing not later than four (4) weeks after substantial completion of the Project of any information required to prepare the record drawings that has not been supplied by CM. Record drawings shall be turned over to University within four (4) months of substantial completion of the Project or, if A/E has given University the notice contemplated above, within four (4) months after receipt of all information from CM. In addition to the reproducible manual record drawings, A/E shall supply record drawings in accordance with the Procedure Manual.

## **ARTICLE X POST-CONSTRUCTION PHASE**

10.1 This Article X applies specifically to the Post-Construction Phase, but is in addition to and not instead of any and all provisions in the Agreement applicable to the Post-Construction Phase or all Phases.

10.2 The Post Construction Phase shall commence upon the termination of the Construction Administration Phase, and shall terminate upon complete performance of all obligations on the part of A/E under this Agreement.

10.3 During the the prescribed warranty period applicable to CM’s work, A/E’s representative shall make visits to Project for as required in the Program and the Procedure Manual for Professional A/E Services on a date or dates specified by University. The purpose and intent of such visits is to aid University in resolution of warranty claims. University at its sole discretion may request A/E’s advice concerning corrective any actions to be taken by University and by CM or both, and A/E shall provide University with a written report of any visits.

10.4 A/E shall provide the insurance required in Section 2.15 throughout the Post-Construction Phase.

## **ARTICLE XI ASSISTANCE BY UNIVERSITY**

11.1 Unless otherwise specifically stated in the Program or the Agreement, University will furnish to A/E in a timely fashion, or at University’s sole discretion reimburse A/E for the cost of furnishing:

- a. A complete and comprehensive written Project Program.
- b. All necessary survey and topographic information, including pertinent data concerning all applicable rights of way, easements, restrictions, etc.
- c. Laboratory or other tests required by University to obtain basic data.
- d. All standard forms (including without limitation payment request contract, bond, and Change Order) to be used by A/E in performing the Services. Notwithstanding anything herein to the contrary, University shall provide A/E with a sample of those standardized forms and A/E shall make copies for its use from time to time as necessary. In the event a standard form is not provided, A/E shall use its own forms, provided the same are reasonably satisfactory to University.
- e. All necessary approvals for the orderly progress of Services in accordance with the Schedule.

11.2 University will prepare for execution and transmit to A/E, CM, and other parties concerned all contract forms and Change Order forms, when approved.

**ARTICLE XII**  
**OWNERSHIP OF DOCUMENTS; COPYRIGHTS**

12.1 All drawings, models, specifications and other documents (including electronic versions) prepared by A/E pursuant to the Agreement are the property of University, and shall be delivered to University at the required intervals and upon completion of the Project. In addition, all drawings, models, specifications and other documents (including electronic versions) in progress are the property of University and shall be delivered to University promptly in the event of termination of the Agreement prior to completion of the Project. A/E shall be responsible for the protection and/or replacement of any Construction Documents or other drawings, models, specifications and other documents (including electronic versions) in its possession, as described in the various Phases. University shall receive all original drawings, models, specifications and other documents (including electronic versions) per University's CAD and other standards, and A/E shall retain a reproducible copy.

12.2 The drawings, models, specifications and other documents (including electronic versions) prepared by A/E pursuant to the Agreement shall not be used by University or others on other projects, for additions to the Project or for completion of the Project by others, unless A/E is adjudged to be in default under the Agreement, except by agreement in writing and with appropriate compensation to A/E.

12.3 If the Agreement is in connection with one or more Phases but less than the entire Project, and notwithstanding anything herein to the contrary, the drawings, models, specifications and other documents (including electronic versions) shall be used in University's sole discretion without the consent of and without additional compensation to A/E, for design and/or construction of the portion of the Project not covered by the Agreement.

12.4 a. A/E hereby waives for the benefit of UMB and hereby transfers fully to UMB free and clear of any and all restrictions, liens and limitations whatsoever, any and all ownership rights and copyright rights and rights appurtenant thereto in any architectural works (as defined in the Architectural Works Copyright Protection Act, as amended from time to time) produced within the scope of the Agreement ("**Architectural Rights**"). A/E shall cause the Architect of Record, each and every person employed by it, each of its officers, each and every consultant engaged by it, and each and every contractor engaged by it, all in connection to the Agreement who respectfully may have enjoyed or may in the future enjoy Architectural Rights to waive in writing for the benefit of UMB and to transfer fully to UMB free and clear of any and all restrictions, liens and limitations whatsoever any and all Architectural Rights that they, their employees, consultants, officers and agents may enjoy. A/E, as a condition of payment from time to time, shall deliver to UMB the waivers and transfers executed as contemplated herein and a representation of A/E that such writings have been obtained from each Architectural Rights Person. A/E shall include a provision substantially like this Section in its agreement with each consultant and contractor engaged by it in connection with the Agreement.

b. In addition, A/E hereby waives its rights under the Architectural Works Copyright Protection Act or other sections of the United States copyright laws, as now in effect or as amended from time to time, with respect to UMB's use of the architectural works produced pursuant to the Agreement. This waiver shall be effective if it is determined that the transfer of ownership of copyright is invalid or limited in scope so as to apply only to a portion of the architectural works.

c. To the extent permitted by law, the work product required by the Agreement shall be considered a "work made for hire" under the copyright laws of the United States and applicable common law. UMB shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the title and interest in and to the Work.

**ARTICLE XIII**  
**DISPUTES**

13.1 Except as may otherwise be provided by law, all disputes arising under or as a result of a breach of the Agreement which are not resolved by mutual agreement shall be resolved in accordance with the USM Procurement Policies & Procedures and this Article XIII.

13.2 As used herein, “claim” means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to the Agreement. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, where the submission is subsequently not acted upon in a reasonable time, or disputed as to either liability or amount, it may be converted to a claim for the purpose of this clause.

13.3 A claim shall be made in writing and submitted to the Procurement Officer for decision in consultation with the Office of the Attorney General within thirty (30) days of when the basis of the claim was known or should have been known, whichever is earlier.

13.4 When a claim cannot be resolved by mutual agreement, A/E shall submit a written request for final decision to the Procurement Officer. The written request shall set forth all the facts surrounding the controversy.

13.5 At the direction of the Procurement Officer, A/E may be afforded an opportunity to be heard and to offer further evidence in support of its claim.

13.6 The Procurement Officer shall render a written decision on all claims within one hundred eighty (180) days of receipt of the A/E's written claim, unless the Procurement Officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within one hundred eighty (180) days, the Procurement Officer shall notify the contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The Procurement Officer's decision shall be deemed the final action of the University.

13.7 The Procurement Officer's decision shall be final and conclusive, unless A/E files a written appeal with the Maryland State Board of Contract Appeals within thirty (30) days of receipt of the decision.

13.8 Pending resolution of a claim, A/E shall proceed diligently with the performance of the Agreement in accordance with the Procurement Officer's decision.

#### **ARTICLE XIV SUSPENSION; TERMINATION**

##### **14.1 Suspension of the Services.**

The Procurement Officer may suspend, delay, or interrupt all or any part of the Services for such period of time as the Procurement Officer determines to be appropriate for the convenience of the University.

##### **14.2 Termination by University.**

a. The performance of the Services may be terminated by University in accordance with this Section in whole or in part from time to time, whenever the Procurement Officer shall determine that such termination is in the best interest of the University, a Client University, or the State. Any such termination shall be effected by delivery to the A/E of a Notice of Termination issued by the Procurement Officer specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

b. University will pay all reasonable costs associated with the Agreement that A/E has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, A/E shall not be reimbursed for any anticipatory profits or fees which have not been earned up to the date of termination.

##### **14.3 Termination for Default.**

a. If A/E fails to fulfill its obligations under the Agreement properly and on time, or otherwise violates any provision of the Agreement, University may terminate the Agreement by written notice to A/E. The notice shall specify the acts or omissions relied on as cause for termination. In this event, the University

may take over the Services and prosecute it to completion, by contract or otherwise, and all finished or unfinished documents, supplies and services prepared or provided by A/E shall be University's property.

b. University shall pay A/E fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by A/E's breach. However, A/E shall not be reimbursed for any anticipatory profits or fees which have not been earned up to the date of termination. If the damages are more than the compensation payable to A/E, A/E will remain liable after termination and University can affirmatively collect damages. Termination of the Agreement as contemplated in this Section shall not be deemed to be a waiver by A/E of any rights and remedies it may have.

#### 14.4 Multiyear Contracts Contingent Upon Appropriations

a. If the General Assembly fails to appropriate funds or if funds are not otherwise made available by University for continued performance for any fiscal period of the Agreement (including any extensions hereof) succeeding the first fiscal period, the Agreement shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; *provided, however*, that this will not affect either University's rights or A/E's rights under any termination clause in the Agreement.

b. The effect of termination of the Agreement hereunder will be to discharge both A/E and University from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. A/E shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. University shall notify A/E as soon as it has knowledge that funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first.

### **ARTICLE XV MISCELLANEOUS**

15.1 Governing Law; Jurisdiction; Waiver of Trial by Jury. The provisions of the Agreement shall be governed by the laws of the State of Maryland (without regard to the principles of conflicts of laws that would require the application of any other law).

15.2 USM Procurement Policies & Procedures. The regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of the Agreement are applicable to the Agreement.

15.3 Transfer of A/E's Responsibilities. A/E may not assign the Agreement or transfer any interest in the Agreement except with the written approval of University.

15.4 Substitution. If any cause or reason whatsoever necessitates substitution by University of another person or firm in place of A/E hereto in order to complete the Services, University in its sole discretion shall determine the division of the fee between the substitute and A/E.

15.5 Waiver. University in its sole discretion may but is not obligated to waive specific minor provisions of this Agreement on specific request by A/E, in the interest of expediting the Project. Any such waiver shall be in writing and shall not constitute justification for A/E preparing an incomplete design or constitute a waiver of any liability ensuing therefrom. A/E shall not be entitled to any waiver granted in any individual instance as evidence that a waiver is available or has been granted in any other instance, or all instances.

15.6 Crimes Related to Procurement of the Work. If A/E, or any of its officers, partners, principals or employees, is convicted of a crime arising out of or in connection with the procurement of work to be done or payment to be made under the Agreement, the Agreement, in the discretion of University, may be terminated. Upon such termination A/E shall be paid only the earned value of work performed to the date of termination and shall refund any and all profits, or fixed fee, realized under the Agreement, and A/E shall be liable to University for any costs incurred by it over and above the maximum amount payable to A/E as set forth in the Agreement, in completing the work undertaken by A/E in the Agreement. The sanctions provided hereunder shall be applicable, as appropriate in the discretion of University, to any such conviction after the expiration of the term of the Agreement as well. The rights and remedies set forth herein

shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights or remedies granted or available to University.

15.7 Covenant Against Employment of State Personnel. No employee of University or any department, commission, agency or branch of the State of Maryland, whose duties as such employee include matters relating to or affecting the subject matter of the Agreement, shall, while so employed, become or be an employee of the party or parties hereby contracting with University.

15.8 Non-Discrimination. A/E agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as not reasonably to preclude the performance of such employment. A/E shall include a similar provision in any subcontract. A/E shall post, and shall cause subcontractors to post, notices setting forth the substance of this paragraph in conspicuous places available to employees and applicants for employment.

15.9 Audit and Retention of Records. A/E shall retain and maintain all records and documents relating to this Agreement for three (3) years after final payment by University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of University, including the procurement officer or designee, at all reasonable times.

15.10 Contract Affidavit. A/E shall execute University's standard form of Contract Affidavit as part of the Agreement, prior to the award of the contract.

15.11 Financial Disclosure. A/E shall comply with §13-221 of the State Finance and Procurement Article, Ann. Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its units or both, under which it receives a total of \$100,000 or more during a calendar year shall file with the Maryland Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual who is a beneficial owner of 5% or more of A/E.

15.12 Reports of Political Contributions. A/E shall comply with, and shall require its officers, directors, and employees to comply with, § 14-101 *et seq.* of the Election Law Article, Ann. Code of Maryland, which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$100,000 or more from public business, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

15.13 Observance of Rules. Employees and agents of A/E shall comply with all rules and regulations of University or the Client University while on the premises of University or the Client University respectively. A/E shall not interfere with University, or the Client University's operations or stop, delay or interfere with use of any of University's facilities without prior approval.

15.14 Avoidance of Labor Disputes. In performance of the Agreement, A/E shall not knowingly employ any person or persons, or use any equipment or materials, or allow any condition to exist, if any such, in the opinion of University, may cause or be conducive to any labor complaints, trouble, dispute or controversy at University or in any other respect may be objectionable to University. University's determination shall be conclusive on A/E and upon notice from University A/E shall immediately withdraw from University property as required in the notice all persons, equipment or materials specified in the notice, shall replace them with unobjectionable persons, equipment and materials, and shall immediately rectify whatever condition or conditions may be specified in the notice.

15.15 Payments. Payments to A/E pursuant to the Agreement shall be made no later than thirty (30) days after University's receipt of a proper invoice from A/E. Charges for late payment of invoices are prohibited, other than as prescribed by Title 15, Subtitle 1, of the State Finance Article and Procurement Article, Ann. Code of Maryland.

15.16 A/E Representations and Warranties. A/E hereby represents and warrants that:

a. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

b. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Agreement;

c. It shall comply with all documented federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under the Agreement; and,

d. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under the Agreement.

15.17 Truth in Negotiation Certification. A/E, by submitting cost or price information (including without limitation wage rates or other factual unit costs), certifies to the best of its knowledge, information, and belief, that:

a. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the Proposal, are accurate, complete and current as of the date of execution of the Agreement.

b. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete, or noncurrent wage rates or other units of costs, University is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual consultant or subcontractor.

c. If additions are made to the original price of the Agreement, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual costs.

15.18 Contractual Relationship. Nothing contained herein shall be deemed to create any contractual relationship between A/E and CM or any of its Contractors, Subcontractors, or material suppliers on the Project; nor shall anything contained in the Agreement be deemed to give any third party any claim or right of action against University or A/E which does not otherwise exist without regard to the Agreement.

15.19 Amendments. The Agreement may be amended by agreement of the authorized representatives of the parties. All amendments must be in writing and signed by the parties to the agreement.

15.20 Partnership as Joint Venture If A/E is a joint venture or a partnership, the following provisions shall apply:

a. The partnership or joint venture agreement shall not be terminated or amended in any material aspect prior to the final acceptance of the Project;

b. There shall be no additions or withdrawals of partners or joint venturer in A/E except for individuals who are admitted to partnership in the ordinary course of business;

c. The insurance required under the Agreement shall be a joint and several obligation of all joint venturers and partners in A/E.

15.21 Indemnification.

a. To the fullest extent permitted by law, A/E shall indemnify and hold harmless USM, University, any Client University, the State of Maryland, and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, or loss or expense: (1) is attributable to bodily injury, sickness, disease, or death personal injury or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent or willful act or omission of A/E, or its consultants, subcontractors, their employees, or anyone directly or indirectly employed by any of them, including without limitation (1)

the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by any of them if such giving or failure to give is the primary cause of the injury or damage. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party of person described in this paragraph

b. The State, USM, University, and any Client University shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this Agreement.

15.22 Minority Business Enterprise (MBE) Participation. A/E hereby agrees to enter into contract(s) with the minority consultants for performance of work under this Agreement set forth on Exhibit C.

*{Signatures on following page}*

**SIGNATURE PAGE TO  
STANDARD FORM OF AGREEMENT WITH ARCHITECTS & ENGINEERS**

IN WITNESS WHEREOF, the Agreement is executed for the parties by their authorized representatives or officers as of [redacted] 20 [redacted].

WITNESS: UNIVERSITY OF MARYLAND, BALTIMORE

\_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESS/ATTEST: [redacted]  
*Firm Name*

\_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Budgetary Data:**  
*Requisition No.* [redacted]  
*Title* [redacted]

**Approved by Board of Public Works:**  
*Item No.* [redacted] *Date:* [redacted]



**STANDARD FORM OF AGREEMENT WITH  
ARCHITECTS & ENGINEERS**

**EXHIBIT B**

**A/E COMPENSATION FOR THE PROJECT**

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The total fees to be paid to A/E for Services provided for the Project pursuant to the Agreement shall be \_\_\_\_\_ (\$ \_\_\_\_\_), which shall be the total compensation for all Phases of the Project.

It is understood that the total fee amount to be paid shall be divided among each of the Phases as follows: \_\_\_\_\_.

**STANDARD FORM OF AGREEMENT WITH  
ARCHITECTS & ENGINEERS**

**EXHIBIT C**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION**

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Name of Consultant	MDOT Certif. #	Type of Work(NAICS)	Amount	Contract %
<b>TOTAL OF MBE CONSULTANTS:</b>				

## **ATTACHMENT C**

### **CAMPUS MAP**

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

**ATTACHMENT D**

INTENTIONALLY OMITTED

**ATTACHMENT E**

INTENTIONALLY OMITTED

**ATTACHMENT F**

INTENTIONALLY OMITTED

**ATTACHMENT G**

INTENTIONALLY OMITTED

## 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 Fee Proposal

#### **MBE H-1A PART 4 - Signature Page**

To be included with Fee Proposal

#### **MBE H-1B – Waiver Guidance**

N/A

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

N/A

#### **MBE H-2 - Outreach Efforts Compliance Statement**

N/A

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

(issued as a separate file to the selected firm, and to be included with Final Fee Proposal)

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

(issued as a separate file upon award)

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

(issued as a separate file upon award)

#### **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](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  $5\% \times 60\% = 3\%$***

***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](mailto: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 AE-CB-ML 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 **25 percent** and all of the following subgoals:

**7 percent** for African American-owned MBE firms

**10 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 Fee Proposal 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 Fee Proposal 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 4 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 Fee Proposal 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 Fee Proposal 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
		20-399 AE-CB-ML

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 <b>overall participation goal</b> (up to 50% of the overall goal): _____% <b>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</b></p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the <b>subgoal</b>, 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><b>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.</b></p> <p><b>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) _____%</b></p> <p><b>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule).</b>  Total percentage of Supplies/Products    % x 60% =    %</p> <p><b>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) _____%</b></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><b>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</b></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><b>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.</b></p> <p><b>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)___%</b></p> <p><b>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)).</b> Total percentage of Supplies/Products___% X 60% = ___%</p> <p><b>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)___%</b></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><b>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</b></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><b>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.</b></p> <p><b>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)___%</b></p> <p><b>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)).</b> Total percentage of Supplies/Products___% X 60% = ___%</p> <p><b>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)___%</b></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><b>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</b></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><b>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.</b></p> <p><b>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)___%</b></p> <p><b>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% = ___%</b></p> <p><b>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)___%</b></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><b>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</b></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><b>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.</b></p> <p><b>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)___%</b></p> <p><b>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% = ___%</b></p> <p><b>C. Percentage amount of fee where the MBE firm is being used as broker___%</b></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 FEE PROPOSAL**

## **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**

INTENTIONALLY OMITTED

# ATTACHMENT J

## SOLICITATION TERMS AND CONDITIONS INCLUDING DEFINITIONS

### RFP 20-399 AE-CB-ML – 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.

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 those 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](mailto: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.

## 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  
Office of Construction and Facilities Procurement Strategic Acquisitions  
220 Arch Street, Room 02-100  
Baltimore, MD 21201-1531

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

**Points of Contact:**

Christina Blair (410) 706-4728

[cblair@umaryland.edu](mailto:cblair@umaryland.edu)

or

Michael Lacey (410) 706-1558

[mlacey@umaryland.edu](mailto:mlacey@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(s) 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 - Not applicable to this procurement.

## 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 **25%** of the total contract dollar amount has been established for this procurement.

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

- **7%** for African-American MBEs, and
- **10%** for Woman-Owned MBEs.

Notwithstanding any subgoals, 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 ( <b>must submit with Technical Proposal</b> ) & MBE Participation Schedule ( <b>must submit with Fee Proposal</b> )
Attachment H-1B	Waiver Guidance
Attachment H-1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment H-2	Outreach Efforts Compliance Statement
Attachment H-3A	MBE 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 at the time of <<Portfolio or Initial Technical Proposal>> submission; 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 Fee Proposal 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 C, Item 1.3).
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 below\*, such insurance to specifically include liability assumed by the Contractor under the contract:

- Comprehensive General Liability Insurance including all extensions:
  - \$2,000,000 each occurrence;
  - \$2,000,000 personal injury;
  - \$2,000,000 products/completed operations;
  - \$2,000,000 general aggregated
- Workers Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland
- Property damage liability insurance with a limit of not less than \$2,000,000 for each accident
- Automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less and \$2,000,000 for each accident
- Professional Liability with a limit of not less than \$3,000,000

\*Limits of insurance may be achieved either singularly or by combination of applicable coverages.

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

The Contractor shall furnish the University with a certificate of insurance as evidence of the required coverage. For all insurance, except for worker's compensation and professional liability insurance, the insurance certificates shall specifically identify the materials and equipment, and shall name the University of Maryland, Baltimore (UMB), University System of Maryland (USM) and the State of Maryland (including their elected or appointed officials, agents and employees) as an additional insured.

The Contractor shall not start work under the awarded contract until the Contractor has obtained at its own expense all of the required insurance and the insurance coverage has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the Contractor and University of Maryland. Approval of insurance required of the Contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.

The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers Compensation, in the same manner, including the additional insured requirements as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.

Contractor shall be as fully responsible to University of Maryland for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by Contractor.

All required insurance policies shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University of Maryland, Baltimore County".

No acceptance or approval of any insurance by the University of Maryland shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents.

The required insurance coverage shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.

All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policy holders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

#### 24. Bid and Payment and Performance Bonds - Not applicable to this procurement.

#### 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 Phase 1 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 A/E, will be bound under the Contract to all the terms and conditions thereof inclusive of the University's Standard Form of Agreement with Architects and Engineers.

#### 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 University of Maryland, Baltimore Office of Facilities Management. The Proposers shall assume the responsibility for cost of reproduction as well as replacing any damaged documents.

#### 30. Additional Labor Category Definitions

The following Labor Categories are standard, and not necessarily expected for assignment to this project. See RFP scope (Section 3) and criteria (Section 4) for applicability.

**A/E Project Architect, Technical:** Professional, licensed architect who is responsible for leading the technical execution of the construction documents. This person may also be serving as the Principal-in-Charge or the Project Manager.

**Construction Administration Professional (MEP):** Person from the A/E team who is directly responsible for the construction administration of the project to be assigned to the role full time during construction.

**Principal Mechanical/Plumbing/Electrical Engineer:** Licensed, professional engineer who directs and oversees the mechanical/plumbing/electrical design of the project from an executive level.

**Principal Structural Engineer:** Licensed, professional structural engineer who directs and oversees the structural design of the project from an executive level.

**Principal Site Civil Engineer:** Licensed, professional civil engineer who directs and oversees the civil design of the project from an executive level.

**Principal Landscape Architect:** Licensed, professional Landscape Architect who directs and oversees the landscape design of the project from an executive level.

**Principal Interior Designer:** Licensed, professional who directs and oversees the interior design of the project from an executive level.

**Interior Designer:** Professional that will be responsible for the interior design of the project. Note: this is the person who will be directly preparing the designs, not only overseeing and directing from an executive level, though may have a dual role as the Principal Interior Designer. The University prefers this individual have experience in High Performance Building Projects.

**Fire Protection Engineer:** Licensed, professional fire protection engineer who is directly responsible for the fire protection design of the project.

**Plumbing Engineer:** Licensed, professional fire protection engineer who is directly responsible for the plumbing design of the project.

**Sustainability Professional:** LEED accredited Professional responsible for leading all aspects of sustainability. This person may also serve in another role on the project.

**High Performance Building Consultant:** Professional person who is directly responsible for Higher Performance building design as applicable. This person may also serve in another role on the project.

**BIM Manager:** Person from the A/E team who is directly responsible for coordinating, integrating and synchronizing models with sub-consultants, the CM, CM trade subcontractors and vendors for the ultimate use of the University.

**Multi-media/AV Consultant:** Professional who is directly responsible for all multi-media design aspects of the project.

**Lab Planner:** Professional experienced in laboratory design and layout and is directly responsible for doing the lab planning/design of the project inclusive of supporting elements

**Simulation Lab Designer/Planner:** Professional experienced in nursing skills laboratory design, layout and technology and is directly responsible for doing the lab planning/design of the project inclusive of supporting elements. This person may also serve in another role on the project.

**Library Planning Consultant:** Professional person who is directly responsible for the design of the law library environments, including compact shelving.

**Food Service Consultant:** Professional who is directly responsible for all food service design aspects of the project.

END OF ATTACHMENT J