

**REQUEST FOR PROPOSAL
FOR
GENERAL CONTRACTING SERVICES
FOR THE**

**UMB CAMPUS ELECTRICAL DISTRIBUTION UPGRADES PHASE 4
AT
UNIVERSITY OF MARYLAND, BALTIMORE**

**RFP #17-317 – 4 MC
ISSUE DATE: January 25, 2024**

**PROCUREMENT/
ISSUING OFFICE**

UMB OFFICE OF CONSTRUCTION AND FACILITIES STRATEGIC
ACQUISITIONS SERVICES – CONSTRUCTION AND FACILITIES
PROCUREMENT
220 Arch Street, Room 02-100
Baltimore, MD 21201-1531

PROJECT MANAGEMENT:

UMB Office for Facilities and Operations
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 pre-proposal conference or in delivering a proposal are requested to contact the Buyer listed above at least 48 hours in advance.

NOTE: All Addenda to this procurement will be posted on the UMB website at
<https://www.umaryland.edu/procurement/ebid-board/>

UMB CAMPUS ELECTRICAL DISTRIBUTION UPGRADES PHASE 4
AT
UNIVERSITY OF MARYLAND, BALTIMORE

RFP #17-317 – 4 MC

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UNIVERSITY OF MARYLAND, BALTIMORE

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RFP #17-317 – 4 MC SOLICITATION SCHEDULE

Issue Date:	January 25, 2024
Pre-Proposal Meeting:	Tuesday, February 6, 2024 at 1:00pm via Microsoft Teams Refer to Section 00100, Paragraph D for further information;
Site Walk Through:	Not applicable; Interested Proposers may access the site on their own.
Questions Regarding Solicitation Due:	Tuesday, February 13, 2024 (See Section 00100, Para C)
Technical Proposal Due:	<u>Thursday, February 22, 2024 on or before 2:00 pm.</u> Late Proposals will not be accepted/opened. Delivered to: proc- oncallbids@umaryland.edu The subject line of your email: 2/22/24, 17-317 – 4 MC, Your Company Name (see instructions in Section 00100, Paragraph E., required contents are detailed in Section 00300, Article 1.)
Anticipated Date of Notification following the Initial Technical Evaluation regarding shortlist:	March 8, 2024
Oral Discussions with <u>shortlisted</u> Proposers:	The week of March 25, 2024, time to TBD. Details to be provided to the final shortlisted proposers. (Refer to Section 00300, Article 3, Paragraph A)
Anticipated Date of Notification following the Second Technical Evaluation regarding final shortlist:	April 1, 2024

Anticipated Price Proposal Due:

Wednesday, April 17, 2024 on or before 2:00 pm (**Only the final shortlisted Proposers** will be requested to submit a Price Proposal electronically; Instructions and forms will be issued via written addendum to the final shortlisted proposers. Refer to Section 00300, Article 4.)

UMB Notifies Selected Contractor:

Anticipated by April 26, 2024

Contract executed by selected Contractor:

May 3, 2024 (Projected)

Contract Commencement:

June 2024 (Projected)

Required Contract Completion:

Twelve months (12) from NTP and
Two (2) months for Closeout

END OF SOLICITATION SCHEDULE

SECTION 00100

INSTRUCTIONS TO PROPOSERS

SECTION 00100
INSTRUCTIONS TO PROPOSERS

I. INSTRUCTIONS TO PROPOSERS FOR THE CONSTRUCTION CONTRACT

A. SUMMARY:

1. The objective of this Request For Proposal (RFP or Solicitation) is for the University of Maryland, Baltimore (herein referred to as "the University") to select a qualified Utility Site Contractor (USC) who will also act as the General Contractor (GC) for the University of Maryland Baltimore for the Campus Electrical Distribution Upgrades Phase 4 project (the Project) as more fully set forth below and in accordance with the bid documents.
2. The successful contractor will furnish all labor, materials, equipment, supplies, supervision and other resources as required for the Project.
3. The scope of work is more specifically defined by the contract documents, including the plans and specifications issued with this RFP. The base price proposal shall be based on 100% Construction Documents. Contract awards which exceed \$1,000,000 are subject to approval by the State of Maryland, Board of Public Works.
4. All work performed under this contract shall be in accordance with the University of Maryland, Baltimore "Standard General Conditions of Construction Contract", (which is contained in this RFP as Section 00700 "Standard Conditions") as modified or supplemented by any amendments, supplementary conditions (Section 00800), the Contract Documents as listed herein, any addenda, and other components of the Contract.
5. The University anticipates having a contract in place with the successful USC/GC firm on or about May 3, 2024.

B. PROCUREMENT PROCESS:

This is a phased procurement. For detailed information on the Procurement Phases including the preparation and submittal of proposals see Section 00300 "Proposals, Evaluation, Forms". Refer to Appendix I for the procurement terms and conditions applicable to this Solicitation.

C. ISSUING OFFICE AND QUESTIONS/INQUIRIES:

1. The Issuing Office is:

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

Attn: Joseph Lee
email to: Joseph.lee@umaryland.edu

2. The Issuing Office shall be the **sole** point of contact with the University for purposes of the preparation and submittal of the RFP proposal.
3. All questions on this procurement are to be directed in writing via email to the individual noted above from the Issuing Office. Due to the pandemic, UMB employees are on a split schedule of working on campus and teleworking. Questions are due per the Solicitation Schedule. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda per Attachment I - Procurement Terms and Conditions, Paragraph 7.

D. PRE-PROPOSAL CONFERENCE AND SITE VISIT:

1. A **Pre-Proposal Conference** will be held **via Microsoft Teams** in accordance with the Solicitation Schedule. **Refer below for the hyperlink and phone in information for this meeting.**

- 2.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 271 067 822 71

Passcode: auGF2t

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 443-409-5274,,877038693#](#) United States, Baltimore

Phone Conference ID: 877 038 693#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

3. Attendance is ***not mandatory***, but is strongly recommended as clarifications may be provided.
4. **Site Visit:** A walk through of the Project site will be **not** be conducted by the University's Project Manager as the project site may be accessed by interested Proposers by themselves. Refer to Attachment I, Solicitation Terms and Conditions, Paragraph 8.

E. TECHNICAL PROPOSAL DUE DATE AND TIME:

1. **Technical Proposals** must be submitted electronically via email **by Thursday February 22, 2024 at or before 2:00 P.M.** to the following email address: proc-oncallbids@umaryland.edu **The subject line of your email: 2/22/2024, 17-317 – 4 MC, Your Company Name.**
2. 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, Proposers may need to submit multiple files.**
3. Price Proposals are not requested at this time. These will be requested **solely** of the shortlisted firms following the technical proposal evaluation. (Refer to Section 00300, Article 4 for further details.)
4. **LATE PROPOSALS CANNOT BE ACCEPTED.** Refer to Solicitation Terms and Conditions, Paragraphs 1 and 2.

F. MINORITY BUSINESS ENTERPRISE NOTICE:

1. Establishment of Goal and Sub-goals.

An overall MBE subcontractor participation goal of 20% of the total contract dollar amount has been established for this procurement. There are no sub-goals.

Notwithstanding the solicitation having no established sub-goals, 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. Refer to Section 00700 Paragraph 9.05 and Attachment G. for detailed information and instructions regarding the Minority Business Enterprise program and requirements.

G. eBUILDER PROJECT MANAGEMENT SOFTWARE

The University Facilities and Operations 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, invoices and other project related documents. The University of Maryland, Baltimore Facilities and Operations (UMB F&O) has switched to an eBuilder unlimited licensing plan. This means that the project team (A/E and Contractor) will be required to register for use of the eBuilder system through UMB F&O and will NO LONGER be required to purchase an annual license for each Project Manager under this contract. This is ONLY for projects specifically at or managed by UMB. See eBuilder affidavit for further details.

END OF SECTION 00100

SECTION 00200

INFORMATION AVAILABLE TO PROPOSERS

SECTION 00200
INFORMATION AVAILABLE TO PROPOSERS

II. INFORMATION AVAILABLE TO PROPOSERS

- A. **CONTRACT DOCUMENTS:** This RFP #17-317 – 4 MC dated January 25, 2024 consists of the documents noted below.

All sections are contained **within the RFP document** with other documents packaged separately as noted:

00100	Instructions to Proposers;
00200	Information Available to Proposers;
00300	Procurement Process and Forms (Articles 1 through 4)
00400	Scope of Work;
00500	[Intentionally Omitted];
00600	[Intentionally Omitted];
00700	University's Standard General Conditions for Construction Contract dated October 12, 2020;
00800	SUPPLEMENTARY TERMS AND CONDITIONS
00830	Prevailing Wage Rates
Attachment A	University Forms Required with Proposal Submittal(s) (i.e., Minority Business Enterprise Utilization and Fair Solicitation Affidavit (MBE Attachment H-1A, Parts 1 & 2)); Bid/Proposal Affidavit; Key Personnel Form; Firm Experience Form; Company Profile inclusive of Annual Sales Volume/Completed Projects Form; Current Workload Form; eBuilder Affidavit; and Acknowledgment of Receipt of Addenda Form.

Attachment B	Price Proposal Form; Bid Bond Form
Attachment C	University Forms Required to be signed/ provided by the selected Contract at time of contract award (i.e., Contract Affidavit, Performance or Payment Bonds and MBE Participation Schedule (MBE Attachment H-1A, #4- H-3B), and University's Standard Form of Construction Contract, Contractor Affidavit, Apprenticeship Training Fund Verification);
Attachment D	UMB Campus Map;
Attachment E	UMB Submittal Procedures;
Attachment F	Intentionally Omitted;
Attachment G	Intentionally Omitted;
Attachment H	MBE Forms and Instructions

The following Contract Documents are packaged separate from this RFP:

100% Construction Drawings and Specifications – as amended by Section 00400 of this RFP.

and,

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

All of these materials 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 the Contractor, will be bound under the Contract to all the terms and conditions thereof.

- B. SET OF DOCUMENTS AVAILABLE TO PROPOSERS: The RFP and Attachments A through I are available on the UMB eBid Board at <https://www.umaryland.edu/procurement/ebid-board/>.

Please note: This project will be a prevailing wage rate job. (See Section 00830)

- C. AVAILABLE RECORD DOCUMENTS:

1. The University's Facilities and Operations Office 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.

2. Such documents must be used, or copied, at the University's Facilities and Operations Office. The Proposers shall assume the responsibility for cost of reproduction as well as replacing any damaged documents.

END OF SECTION 00200

SECTION 00300

PROCUREMENT PROCESS AND FORMS

SECTION 00300
PROCUREMENT PHASES AND FORMS
Article 1

Summary of Procurement Phases and Technical Proposal Requirements

III. INTRODUCTORY SUMMARY OF PROCUREMENT PHASES: This RFP consists of the following phases:

1. **Technical Proposal Submittal** (see Section G below of this Section 00300 Article 1 for details on the required contents of the Technical Proposal): All Proposers are required to first submit **only a Technical Proposal without a Price Proposal**. Refer to the Solicitation Schedule for the due date and time for Technical Proposals and Section 00100 Paragraph E. regarding submittal instructions.
2. **Oral Presentations/Interview Sessions:** **Only** those Proposers whose technical proposals are shortlisted following the Initial Technical Evaluation will be requested to attend Oral Presentations/Interview Sessions (see Article 3 of Section 00300 for details regarding these sessions.) at the University. Refer to the Solicitation Schedule for the anticipated date for Oral Presentations/Interviews. Oral Presentations/Interviews will be held at the discretion of the University.
3. **Price Proposal Submittal** (see Article 4 of this Section 00300 for details on the Price Proposal): **Only** those Proposers whose technical proposals remain shortlisted following the Second Phase Technical Evaluation will be requested to submit a Price Proposal. The **anticipated due date** for submission of the **Price Proposal** is set forth in the Solicitation Schedule. The final Price Proposal Form, any required documents, and instructions for submittal of the Price Proposals will be issued via Addendum to the final shortlisted Proposers.

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. **The letter must also provide a contact name(s), title, email address, and phone number (including extension, if applicable) of the appropriate contact person for the Proposer during the procurement process.**

B. TECHNICAL PROPOSAL SUBMITTAL

The Technical Proposal should be prepared in a clear and precise manner. Failure to include any of the items listed below may disqualify your firm's response. Proposers should describe in detail and provide evidence supporting the qualifications requested below. **Technical criteria are listed in order of importance.** All proposers are to compile their Technical Proposals in the order listed and are to paginate the proposal.

The cover page of the Technical Proposal shall have the Proposer's name and address; and the RFP number, project name and project number.

1. Detailed responses to Technical Proposal Criteria, listed in this section;
2. Contractor's license (photocopy);
3. Bid/Proposal Affidavit;
4. Minority Business Enterprise Utilization and Fair Solicitation Affidavit (MBE Attachment H-1A, Part 2); (**By law, failure to provide this form is NONCURABLE**; if a Proposer fails to provide this form, the proposal shall be deemed not susceptible of the award.)
5. eBuilder Affidavit; and,
6. Acknowledgement of Receipt of Addenda (If addenda are issued prior to the Technical Proposal due date, this form acknowledging receipt of all addenda **MUST** be included with your Technical Proposal.)

C. FORMS PACKAGE

Forms for each of the items required in the Technical Proposal (except items 1 and 2) are furnished under the RFP Number on the eBid board at <https://www.umaryland.edu/procurement/ebid-board/> as a separate document. The forms required for the Technical Proposal are listed as Attachment A in the Forms Package.

The anticipated Price Proposal form is also provided in the Forms Package under Attachment B; however, the price proposal will **only** be requested from those firms who are shortlisted following the second phase technical evaluation.

D. TECHNICAL PROPOSAL CRITERIA

The following information **must** be furnished in the Technical Proposal. Omission of any of the items noted below may result in the proposal being considered non-responsive. Proposers are to compile the technical proposal in the same order as the Technical Proposal Evaluation Factors listed below. Technical Proposal Evaluation Factors are listed below in relative order of importance.

1. Proposer's Key Personnel

- (a) Proposer shall complete a separate **Key Personnel Form** (available in the Forms Package listed with the RFP on the UMB eBid Board at <https://www.umaryland.edu/procurement/ebid-board/>) for the proposed **Project Manager and Field Superintendent** (definitions of these positions are below.) By completing this form, the Proposer will be providing the proposed personnel:

1. Educational background

2. Work experience with the proposing firm, including duration of employment, with dates (month and year), and position(s) held;
3. Work experience with prior employers, including duration of employment, with dates (month and year), and position(s) held.
4. Brief description of three (3) similar or relevant projects, preferably on one or more of the projects submitted in response to #2, Firm Experience on Similar or Relevant Projects, where the individual performed a similar role to the one they would perform on this project.

Highest consideration will be given for demonstrating successful experience with projects of similar size and type to this Project (large utility duct bank projects in an urban setting). The similar or relevant projects provided should have been successfully completed in the last ten (10) years.

Definition of Key Personnel Roles:

a. Project Manager:

-The Project Manager is a Contractor employee who will be involved from Notice to Proceed to Construction Close-Out (Completion of the Punch List work included with the Substantial Completion Certificate). This person does **not** have to be assigned 100% to this project.

-This person will be responsible for the overall management, administration, communication and completion of this project.

-The Project Manager should have a minimum of five (5) years' experience in the position of Project Manager.

b. Field Superintendent:

-The Superintendent is a Contractor employee who will be involved from Notice to Proceed to Construction Close-Out. The University expects the Superintendent to make daily site visits to the project and be available at the project within an hour notice. This person does **not** have to be assigned 100% to this project.

-This person will be responsible for the overall direct supervision of the subcontractors, daily coordination of the work on site, maintenance of the schedule, on site management such as material delivery, outages, etc. The Superintendent should have knowledge of safety hazards and MOSHA requirements and the ability to interpret contract plans and specifications for the subcontractors. Best consideration will be given for experience on similarly sized or larger

utility construction projects.

-The Field Superintendent should have a minimum of five (5) years' experience in the position of Field Superintendent.

- (b) Personnel Commitment: If awarded this Project, the Proposer is committing the staff to the University for the project's duration; no key personnel changes are permitted without written authorization from the University. Replacement personnel, if accepted by the University, must be equal to or better than those identified in the proposal. It is expected that the Field Superintendent will be committed to daily site visits from Notice to Proceed to Construction Close-Out and available within an hour notice to the site for issues that arise from the time of commencement of building access/field operations.

2. **Firm Experience on Similar or Relevant Projects**

- (a) Complete the Firm Experience Form (Form found in Attachment A of the forms package) for a total of **three (3) projects**. The proposer should have successfully completed the project within the past ten (10) years. The projects submitted under this category are to be similar in size, function and complexity to the University's project. Projects will be evaluated based on the greater degree of similarity to the University's Project. (See Section 00400 and the Bid Documents for the specifics of the **UMB Campus Electrical Distribution Upgrades Phase 4**):
- (b) **To be considered as experience, projects must meet criteria as follows:**
 - 1) **2 of 3 should be for the building of duct banks and pulling of new electrical feeders or similar site work with greater consideration if all three are such;**
 - 2) **1 of 3 must have been done in an urban (preferable Baltimore City), high traffic site where traffic control was the responsibility of the USC/GC with higher consideration if this is for more than one.**
 - 3) **Project Completion:**
 - *Two (2) projects must be substantially completed (available for use for its intended purpose) with completed projects preferred; and,
 - *One (1) project may be in construction, but must be at least fifty (50%) percent complete with completed projects preferred.
 - 4) **Dollar Amount:** For highest consideration, projects should be at least three million dollars (\$3,000,000.00).
- (c) By completing the form: the following information for each similar or relevant project will be provided:
 - 1) A concise but detailed description of the project (s) (including project type, setting and schedule);
 - 2) Similarities of the reference project(s) to this project;

- 3) Customer/Project Owner's name, address, contact name and **current email address and telephone number including extension and/or voicemail prompts**, if applicable. (If Proposer was a sub-contractor, it is acceptable to provide the General Contractor as a reference contact.)
- 4) Proposer's project manager and field superintendent for the reference project;
- 5) The start date, the original completion date at time of award, and the actual completion date of the project; and
- 6) The proposal price, final project cost, and percentage increase (or decrease) for the construction contract.

(d) References:

- 1) **As part of the second phase technical evaluation process of shortlisted firms**, the University intends to contact one or more of the references (both for the firm and the key personnel) using the information provided by the proposer (above) for the purpose of establishing experience. It is preferable that an Owner/Client be given as a reference, but for those Firm Experiences where the Proposer was a sub-contractor, it is acceptable to provide the General Contractor as the reference contact. Proposers should verify the accuracy of the reference contact information before submitting their proposal. The University will hold all reference data in strict confidence.
- 2) All references should include a contact person who can comment on the firm's and/or Key Personnel's ability and performance on a project of this type. It is **imperative** that contact names, email addresses, and phone numbers (including extensions and/or voicemail prompts) be given for the projects listed and be **accurate**.
- 3) The University reserves the right to check other reference sources at its sole discretion, including sources not identified by the proposer. The University may also consider the performance of the proposer on any/all projects performed for the University prior to submittal of this proposal, including ongoing/active projects, whether identified by the proposer or not.

3. **Project Approach/ Preliminary Schedule**

- (a) Identify project specific challenges, and proposed approach to address them.
 1. Identify past projects with similar challenges and their outcome.
 2. Identify long lead equipment and material items and the proposed approach to complete the project on time.
- (b) Provide a preliminary schedule (Bar Chart or Gantt Chart) to include the following:

1. Major components of work.
2. Notice to Proceed
3. Procurement duration of key materials, long lead items and equipment.
4. Utility, Electrical and Exterior Site Improvement Construction
5. Substantial Completion
6. Final Completion

The preliminary schedule shall identify the project critical path.

- (c) If the proposed schedule includes more than one (1) shift, indicate the proposed work hours for each shift and any other considerations associated with the additional shift(s).

4. **Profile of Proposer:**

- (a) Company Profile: Provide a brief but **informative** history of your firm inclusive of (i) how your firm has developed over the years, (ii) type of work done, (iii) client base, (iv) number of employees inclusive of a breakdown among office and field and supervisory and non-supervisory, (v) your firm's bonding capacity, and (vi) your firm's EMR rating.
- (b) Annual Construction Volume: **Complete the Annual Construction Volume/Number of Projects form** (Form found in Attachment A of the forms package). Provide the annual construction volume and number of projects for the firm for the last three (3) years.
- (c) Current Workload: Complete the **Current Workload form** (Form found in Attachment A of the forms package). Provide list of current projects on which the firm is committed, with the dollar volume and time frame for each. Describe the firm's ability to accomplish the proposed services on this project within specified time frames (this is in addition to the information required in other paragraphs).

5. **Bid/Proposal Affidavit – Form:** State and USM Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in **Attachment A**.

6. **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 Proposing Contractor's Technical Proposal.

7. **Minority Business Enterprise Utilization and Fair Solicitation Affidavit (MBE Attachment H-1A, Part 2);** (By law, failure to provide this form is NONCURABLE; if a Proposer fails to provide this form, the proposal shall be deemed not susceptible of the award.) and,

8. **eBuilder Affidavit.**

END OF SECTION 00300, ARTICLE 1

SECTION 00300
PROCUREMENT PHASES AND FORMS
Article 2
Initial Evaluation of Technical Proposals

A. Evaluation of the Technical Proposal:

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

1.2. Qualifying Proposals

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

1.3 Technical Evaluation

The intent of this RFP is to provide Utility/Site General Contractors an opportunity to present their qualifications, experience, and staffing approach to providing the scope of services in relation to the needs of University. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer's philosophy, approach, qualifications/expertise, organizational culture, working style and communications style fit with the USM's. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

After compliance with the requirements in this RFP has been determined by the Procurement Officer, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. The process involves applying the evaluation criteria contained in the RFP and determining the strengths, weaknesses, advantages, and deficiencies of each Proposal. Proposals are evaluated to determine those proposals that have sufficient qualifications to meet the needs of the University and therefore are evaluated as most advantageous to the University. The Committee intends to shortlist based on the evaluation process.

Per Section 00300 Article 1, the order of importance of the technical criteria is as follows:

Team Organization/Key Personnel,
Firm Experience;
Project Approach/Preliminary Schedule;
Profile of Proposer;

- 1.3.1 In general, proposals submitted in response to this Solicitation must demonstrate that the firms and, in particular, the project team will have:
 - a. Experience that clearly demonstrates the proposer's knowledge of, and ability to, successfully perform work similar to that contemplated by these specifications. Higher consideration will be given for experience involving projects most similar to the project proposed by this RFP, in terms of size, scope, urban setting, and complexity. Ability to deliver projects on time. Ability to deliver projects within cost established at award.
 - b. Higher consideration will be given to project approaches that are clear and demonstrate that the contractor understands the University's project, the schedule, and challenges.
 - c. Higher consideration will be given to proposers whose company profile, construction volume and current workload illustrate that the proposer has the resources available to successfully complete the University's projects on time.
- 1.4 At the sole discretion of USM, Contractors who have submitted Technical Proposals may be requested to provide UMB additional technical information to further clarify the Contractor's technical qualifications. If additional information is requested of one or more Contractors, the Procurement Officer will so advise.
- 1.5 The Evaluation Committee, considering each proposer's response to the Technical Proposal Criteria described herein, will evaluate Technical Proposals and may recommend the best technically qualified proposers for further consideration by the Procurement Officer. Subject to review and approval by the Procurement Officer, the best technically qualified proposers (i.e. shortlisted) will advance to the next phase of this procurement.
- 1.6 Those Contractors that are not shortlisted will not progress in the procurement. Multiple shortlists may result as the procurement progresses. As the procurement progresses and as results of the technical evaluation are determined by UMB, all Contractors will be notified as to the results of the technical evaluation of his/her firm's technical proposal.

END OF SECTION III, ARTICLE 2

SECTION 00300
PROCUREMENT PHASES AND FORMS
Article 3
Oral Presentations/Interview Sessions

A. ORAL PRESENTATION/INTERVIEW SESSIONS (UNIVERSITY OPTION)

1. The University will contact **only** the shortlisted Proposers to schedule an Oral Presentation/Interview Session with the University, either in person or remotely, whichever is deemed to be in the best interest of the University. **Only** those Proposers who are shortlisted as a result of the initial technical evaluation will be requested to attend an Oral Presentation/Interview Session.

The time for these sessions will be set upon completion of the initial technical evaluation. However, it is anticipated that the Oral Presentation/Interviews will be conducted via teleconferencing on the date(s) provided in the Solicitation Schedule. Each firm will be required to have the, Project Manager and the Field Superintendent attend. Proposers are advised to set aside the week of **March 25th, 2024**, the entire week, on these individuals' calendars to avoid any conflicts. At the time these sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions, including the date and time. Due to scheduling timeframe, shortlisted Proposers are not anticipated to be able to choose their time and/or date for these sessions. These sessions are anticipated to be 60 minutes in duration.

The purposes of the Oral Presentation/Interviews are as follows:

1. to allow the University to meet the Proposer's key personnel (Project Manager and Field Superintendent) and provide them an opportunity to convey their background and expertise as it applies to the University's project;
2. to discuss selected categories of the Proposer's Technical Proposal, in particular the proposed schedule as well as the project challenges identified by the Proposer;
3. to provide an opportunity to clarify the scope of services for this Project; and,
4. if there is time, to review the Price Proposal form.

Shortlisted firms, therefore, are to be prepared as follows:

- Introduce its team with each person presenting him/herself including a summary of his/her background, and their role on the UMB project; and,
- As a team, convey thoughts and perspective on the (a) UMB engagement and how their experience and expertise can be applied to it; (b) it's identified and anticipated project challenges and recommendations to resolve these; and (c) project schedule.

Note: The Oral Presentations/Discussions are to be specifically tailored to UMB's engagement. It is expected that the proposed key personnel are the primary spokespeople for the firm. (High level executives may attend, but are not to dominate the discussion/interview.)

Following the Oral Presentation/Discussion sessions, a Second Phase Technical Evaluation will be conducted.

B. SECOND PHASE TECHNICAL EVALUATIONS

Upon completion of the Oral Presentations (if applicable), the University will conduct the Second Phase Technical Evaluation as described in this section.

The order of importance of the technical criteria will be as follows: Key Personnel including References, Firm Experience including References, Project Challenges/Preliminary Schedule, and Profile of Proposer.

In the Second Phase Technical Evaluation, all information provided by the Proposer in both the initial technical proposal and the Oral Presentation will be evaluated. As well, the references of the Key Personnel and the Firm including satisfactory performance of work for the University on past (or active) projects will be incorporated into the evaluation. A second shortlist may result from this evaluation.

Upon completion of the second phase technical evaluation, Proposers will be notified as to the results; that is, whether the Proposer is included or not on the second shortlist.

It is the University's intent that the second shortlist will be the final shortlist, however, further information may be requested by the University during the technical evaluation process and a Best & Final Technical phase may be conducted.

The University will rank the final shortlist.

END OF SECTION 00300, ARTICLE 3

SECTION 00300
PROCUREMENT PHASES AND FORMS
Article 4
Price Proposals and Final Evaluation

A. PRICE PROPOSAL AND ENCLOSURES

1. **Only firms that remain shortlisted following the final evaluation of Technical Proposals and Oral Presentations/Interview Sessions will be requested to submit a Price Proposal.**
2. The Price Proposal and instructions for submittal will be provided via written Addendum to the final shortlisted Proposers. It is anticipated that Price Proposals will be submitted to the Issuing Office by the due date and time per the Solicitation Schedule.
3. The Price Proposal and all required forms shall be submitted electronically via email to the two people noted in Section 00100, Paragraph C Issuing Office.
4. The Price Proposals and all required forms shall be completed in ink or typed; erasures and/or alterations shall be initialed in ink by the signer.
5. The following documents must be submitted with the Price Proposals.
 - (a) Price Proposal Form (Note: Proposers shall provide prices for all items on price proposal form).
 - (b) A five percent (5%) Proposal Bond, on the form provided by the University, will be required if the proposal price exceeds \$100,000.

B. SIGNING OF PRICE PROPOSAL FORMS

The Price 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.

E. PRICE PROPOSAL EVALUATION

1. Price Proposals will not be opened publicly.

2. Price Proposals will be evaluated based on the sum total of the Price Proposal. The University reserves the right to request an itemized breakout of the quote cost for evaluation and information purposes. There are no alternates on this Project.
3. The resulting contract will be a lump sum agreement. However, unit prices and/or alternates may be incorporated if deemed in the University's best interest.
4. The University may elect to request Best & Final Price Proposal(s).

F. FINAL PROPOSAL RATING

1. The final proposal rating will be based on the second (or final, whichever is applicable) phase technical evaluation and the price proposal evaluation.
2. Technical merit will have a greater weight than cost.
3. The Evaluation and Selection Committee will choose from among the highest rated proposals that proposal which will best serve the interests of the University, in accordance with University procurement regulations. The University reserves the right to negotiate or modify any element of the request for proposal evaluation process to secure the best possible arrangement for achieving the stated purpose. The University reserves the right to make an award with or without negotiations. The final decision will not be based upon price alone.
4. Refer to Attachment I Procurement Terms and Conditions, Paragraph 11. Proposal Acceptance.

END OF SECTION 00300 ARTICLE 4

END OF SECTION 00300

SECTION 00400

SCOPE OF WORK

SECTION 00400 SCOPE OF WORK

IV. SCOPE OF WORK

A. INSTITUTIONAL PROFILE OF UMB

The University of Maryland, Baltimore, or UMB, is the oldest of the eleven collegiate institutions which comprise the statewide University System of Maryland. It occupies a 61 acre campus in 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 20,000 persons—including enrollment of more than 5,600 students—engage in professional education, research, health care and social services that improve the lives of not only Maryland's citizens but the world's population.

B. PROJECT OVERVIEW

This solicitation is for the third phase of a masterplan for a new electrical infrastructure at the UMB campus. The masterplan includes installation of new duct banks, new building construction as well as renovations of existing facilities that spreads out approximately eight years. Incorporated into the masterplan are two matching switching stations, North and South, each fed from a different BGE substation, with ties to all existing campus feeder pairs.

The masterplan includes six (6) phases total. This solicitation is for the fourth phase, Phase 4, and is expected to begin construction in the spring of 2024. Phase 4 includes the installation of duct bank in the Northeastern quadrant of the UMB campus between Saratoga Street to the north and Fayette Street to the South. There is additional work to fit-out existing manholes along Greene St from Fayette to Pratt Street.

C. PROJECT INFORMATION

1. The objective of this project is to select a qualified Site Utility Contractor who will also be the General Contractor to provide all labor, materials, equipment, supplies, supervision, subcontracting and any other necessary resources as required for the construction of the new electrical duct bank including electrical feeder cable pulling, excavation, restoration, erosion, sediment and traffic control in the northwest quadrant of the campus between Saratoga Street and West Lombard Street for the University of Maryland, Baltimore in accordance with this bid document.
2. The Contract is to be issued for a period of twelve (12) months from the issuance of the Notice to Proceed for construction to Substantial Completion with two (2) months of additional time for closeout.
3. The Specifications for the project dated September 19, 2023, were prepared for the project by RMF Engineering Inc., 5520 Research Park Drive, Suite 300, Baltimore, MD 21228, and any applicable drawings will be available on UMB's Department of Strategic Sourcing and Acquisitions eBid Board.
4. All work is to be performed in accordance with the UMB Standard General Conditions, Section 00700 dated 10/12/2020 of this contract as supplemented by Section 00800 (if applicable) in effect as of Notice to Proceed.

The Contractor shall complete the work in the time required by the University and in accordance with the requirements stated within the contract.

D. SCOPE OF WORK

1. The scope of work includes construction of new duct bank and new electrical 15kV feeders in new and existing duct bank from the North Switching Station, 663 West Saratoga Street, to the following buildings:
 - Lexington Building (620 West Lexington St)
 - School of Law & Marshall Law Library (500 West Baltimore St)
 - Health Science Library (601 West Lombard St)
 - Dentistry Museum (31 South Greene St)
 - Pearl Street Garage (622 West Fayette St)
 - Saratoga Street Garage (220 North Arch St)
 - School of Social Work (525 West Redwood St)
 - Plaza Garage (500 West Redwood St)
 - University Suites (518 West Fayette St)
 - School of Dentistry (650 West Baltimore St)
2. Rebar is not required in this duct bank construction.
3. Restore traffic lanes each day, however pedestrian lanes can remain closed for duration of disturbance.
4. Contract Documents, dated September 19, 2023 were prepared for the Project by:
 1. RMF Engineering: 5520 Research Park Drive, Baltimore, MD 21228
 2. Carroll Engineering, Inc.: 215 Schilling Circle, Hunt Valley, MD 21031.
5. **PROTECTION OF EXISTING CONSTRUCTION AND FURNISHINGS**
The Contractor shall take all necessary precautions to protect the University's and Baltimore City's owned property and furnishings. The Contractor shall promptly remedy damage and loss to the University's and Baltimore City's property caused in whole or in part by the Contractor, a Subcontractor, a Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible.

END OF SECTION 00400

SECTION 00500

INTENTIONALLY OMITTED

SECTION 00600

INTENTIONALLY OMITTED

SECTION 00700

**UMB GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION
OCTOBER 12, 2020**

ISSUED AS A SEPARATE DOCUMENT

SECTION 00800
INTENTIONALLY OMITTED

SECTION 00830
PREVAILING WAGE RATES

STATE OF MARYLAND
DEPARTMENT OF LABOR
DIVISION OF LABOR AND INDUSTRY
PREVAILING WAGE SECTION
1100 N. Eutaw Street, Room 607
Baltimore, MD 21201
(410) 767-2342

01/24/2024

REQUEST FOR ADVERTISEMENT AND NOTICE TO PROCEED

Joseph Lee - Procurement Officer
University of Maryland, Baltimore
2220 Arch St.
Baltimore, MD 21201

Re: UMB CAMPUS ELECTRICAL DISTRIBUTION UPGRADES PHASE 4

Project No: 17-317 - 4 MC

Enclosed please find the Prevailing Wage Determination and Instructions for Contractors for the project referenced above.

Upon advertisement for bid or proposal of this project, you are requested to submit to this office the date and name of publication in which such advertisement appeared.

Once awarded, you are further directed to submit to this office, the NOTICE TO PROCEED for the project, complete with the date of notice, the name of the general contractor, and the dollar amount of the project. In addition, we ask that a representative of the prevailing wage Unit be invited to attend the Pre-Construction Conference.

Any questions concerning this matter may be referred to PrevailingWage@dllr.state.md.us

Sincerely,

Enclosures
Wage Determination
Instruction for the Contractor

Prevailing Wage Unit

PREVAILING WAGE INSTRUCTIONS FOR THE CONTRACTOR & SUBCONTRACTOR

The contractor shall electronically submit completed copies of certified payroll records to the Commissioner of Labor & Industry, Prevailing Wage Unit by going on-line to <https://www.dllr.state.md.us/prevwage> and following the instructions for submitting payroll information (NOTE: A contractor must register prior to submitting on-line certified payroll information).

If you have technical questions regarding electronic submittal, contact the Department at dldlprevailingwage-dllr@maryland.gov.

All certified payroll records shall have an accurate week beginning and ending date. The contractor shall be responsible for certifying and submitting to the Commissioner of Labor and Industry, Prevailing Wage Unit all of their subcontractors' payroll records covering work performed directly at the work site. By certifying the payroll records, the contractor is attesting to the fact that the wage rates contained in the payroll records are not less than those established by the Commissioner as set forth in the contract, the classification set forth for each worker or apprentice conforms with the work performed, and the contractor or subcontractor has complied with the provisions of the law.

A contractor or subcontractor may make deductions that are (1) required by law; (2) required by a collective bargaining agreement between a bona fide labor organization and the contractor or subcontractor; or (3) contained in a written agreement between an employee and an employer undertaken at the beginning of employment, if the agreement is submitted by the employer to the public body awarding the public work and is approved by the public body as fair and reasonable.

A contractor or subcontractor is required to submit information on-line on their fringe benefit packages including a list of fringe benefits for each craft employed by the contractor or subcontractor, by benefit and hourly amount. Where fringe benefits are paid in cash to the employee or to an approved plan, fund, or program, the contribution is required to be indicated.

Payroll records must be electronically submitted and received within 14 calendar days after the end of each payroll period. If the contractor is delinquent in submitting payroll records, processing of partial payment estimates may be held in abeyance pending receipt of the records. In addition, if the contractor is delinquent in submitting the payroll records, the contractor shall be liable to the contracting public body for liquidated damages. The liquidated damages are \$10.00 for each calendar day the records are late.

Only apprentices registered with the Maryland Apprenticeship and Training Council shall be employed on prevailing wage projects. Apprentices shall be paid a percentage of the determined journey person's wage for the specific craft.

Overtime rates shall be paid by the contractor and any subcontractors under its contracts and agreements with their employees which in no event shall be less than time and one-half the prevailing hourly rate of wages for all hours worked in excess of ten (10) hours in any one calendar day; in excess of forty (40) hours per workweek; and work performed on Sundays and legal holidays.

Contractors and subcontractors employing a classification of worker for which a wage rate was not issued SHALL notify the Commissioner of Labor & Industry, Prevailing Wage Unit, for the purpose of obtaining the wage rate for said classification PRIOR TO BEING EMPLOYED on the project. To obtain a prevailing wage rate which was NOT listed on the Wage Determination, a contractor or subcontractor can look on the LABOR webpage under prevailing wage.

Contractors and subcontractors shall maintain a valid copy of proper State and county licenses that permit the contractor and a subcontractor to perform construction work in the State of Maryland. These licenses must be retained at the worksite and available for review upon request by the Commissioner of Labor and Industry's designee.

****Each contractor under a public work contract subject to Section 17-219 shall:**

1. Post a clearly legible statement of each prevailing wage rate to be paid under the public work contract; and
2. Keep the statement posted during the full time that any employee is employed on the public work contract.
3. The statement of prevailing wage rates shall be posted in a prominent and easily accessible place at the site of the public work.

****Penalty - Subject to Section 10-1001 of the State Government Article, the Commissioner may impose on a person that violates this section a civil penalty of up to \$50.00 per violation.**

Under the Maryland Apprenticeship and Training Council requirements, consistent with proper supervision, training and continuity of employment and applicable provisions in collective bargaining agreements, a ratio of one journey person regularly employed to one apprentice shall be allowed. No deviation from this ratio shall be permitted without prior written approval from the Maryland Apprenticeship and Training Council.

Laborers may NOT assist mechanics in the performance of the mechanic's work, NOR USE TOOLS peculiar to established trades.

ALL contractors and subcontractors shall employ only competent workers and apprentices and may NOT employ any individual classified as a HELPER or TRAINEE on a prevailing wage project.

The State Apprenticeship and Training Fund (Fund) law provides that contractors and certain subcontractors performing work on certain public work contracts are required to make contributions toward apprenticeship. See §17-601 through 17-606, State Finance and Procurement, Annotated Code of Maryland. Contractors and subcontractors have three options where they can choose to make their contributions: (1) participate in a registered apprenticeship training program; (2) contribute to an organization that has a registered apprenticeship training program; or (3) contribute to the State Apprenticeship and Training Fund.

The Department of Labor (LABOR) is moving forward with final adoption of regulations. The regulations were published in the December 14, 2012 edition of the Maryland Register.

IMPORTANT: Please note that the obligations under this law will become effective on JULY 1, 2013. This law will require that contractors and certain subcontractors make contributions toward apprenticeship and report those contributions on their certified payroll records that they submit pursuant to the prevailing wage law.

The Department is offering outreach seminars to any interested parties including contractors, trade associations, and any other stakeholders. Please contact the Department at dldlprevailingwage-dllr@maryland.gov or (410) 767-2968 for seminar times and locations. In addition, information regarding this law will be provided at pre-construction meetings for projects covered by the Prevailing Wage law.

For additional information, contact:
Division of Labor and Industry
Maryland Apprenticeship and Training
1100 North Eutaw Street, Room 606
Baltimore, Maryland 21201
(410) 767-2246
E-Mail Address: matp@dllr.state.md.us.

STATE OF MARYLAND
DEPARTMENT OF LABOR
DIVISION OF LABOR AND INDUSTRY
PREVAILING WAGE SECTION
1100 N. Eutaw Street, Room 607
Baltimore, MD 21201
(410) 767-2342

The wage rates to be paid laborers and mechanics for the locality described below is announced by order of Commissioner of Labor and Industry.

It is mandatory upon the successful bidder and any subcontractor under him, to pay not less than the specific rates to all workers employed by them in executing contracts in this locality. Reference: Annotated Code of Maryland State Finance and Procurement, Section 17-201 thru 17-226.

These wage rates were taken from the locality survey of 2023 for Baltimore City, issued pursuant to the Commissioner's authority under State Finance and Procurement Article Section 17-209, Annotated Code of Maryland or subsequent modification.

****Note:** If additional Prevailing Wage Rates are needed for this project beyond those listed below, contact the Prevailing Wage Unit. Phone: (410) 767-2342, email: prevailingwage@dlr.state.md.us.

Name and Title of Requesting Officer: Joseph Lee - Procurement Officer
Department, Agency or Bureau: University of Maryland, Baltimore
2220 Arch St. Baltimore, MD 21201

Project Number

17-317 - 4 MC

Determination Number

56426

Location and Description of work:

Baltimore City: The scope of work includes construction of new duct bank and new electrical 15kV feeders in new and existing duct bank from the North Switching Station, 663 West Saratoga Street to UMB Campus Buildings.

Date of Issue: Jan 24, 2024

BUILDING CONSTRUCTION

CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT
BALANCING TECHNICIAN	AD	\$45.37		\$23.48
BOILERMAKER	AD	\$43.37		\$25.67
BRICKLAYER	AD	\$36.50		\$13.77
CARPENTER	AD	\$33.21		\$14.03
CARPENTER - SHORING SCAFFOLD BUILDER	AD	\$33.21		\$14.03
CARPET LAYER	AD	\$33.34		\$14.40
CEMENT MASON	AD	\$27.39	005	\$11.88
COMMUNICATION INSTALLER TECHNICIAN	AD	\$33.59		\$16.38
DRYWALL - SPACKLING, TAPING, & FINISHING	AD	\$33.21		\$14.03
ELECTRICIAN	AD	\$44.37		\$18.91
ELEVATOR MECHANIC	AD	\$54.02		\$44.39

FIRESTOPPER	AD	\$29.41		\$9.48
INSULATION WORKER	AD	\$39.27		\$19.42
IRONWORKER - ORNAMENTAL	AD	\$33.12		\$25.63
IRONWORKER - REINFORCING	AD	\$33.12		\$25.63
IRONWORKER - STRUCTURAL	AD	\$32.12		\$25.03
MECHANICAL SYSTEMS SERVICE TECH- HVAC SYSTEMS	AD	\$44.66		\$23.80
MECHANICAL SYSTEMS SERVICE TECH- PLUMBING SYSTEMS	AD	\$44.66		\$23.80
MILLWRIGHT	AD	\$37.33	005	\$16.60
PAINTER	AD	\$27.46		\$11.71
PAINTER-INDUSTRIAL	AD	\$34.30		\$14.78
PILEDRIIVER	AD	\$35.62		\$17.01
PLUMBER	AD	\$44.66		\$23.80
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	AD	\$31.43		\$13.92
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - CRANE	AD	\$40.00		\$17.10
POWER EQUIPMENT OPERATOR - CRANE - TOWER	AD	\$40.00		\$17.10
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	\$32.56		\$13.60
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - GRADALL	AD	\$33.70	003	\$12.85
POWER EQUIPMENT OPERATOR - GRADER	AD	\$33.38	005	\$13.92
POWER EQUIPMENT OPERATOR - GUARD RAIL POST DRIVER	AD	\$23.50	005	\$5.07
POWER EQUIPMENT OPERATOR - LOADER	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$35.44		\$13.92
POWER EQUIPMENT OPERATOR - PAVER	AD	\$20.00	005	\$8.50
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$31.30		\$12.85
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	\$27.80		\$13.92
POWER EQUIPMENT OPERATOR - SCREED	AD	\$30.00	005	\$11.80
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	\$31.43		\$13.92
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	AD	\$36.30		\$14.05
RESILIENT FLOOR	AD	\$33.34		\$14.40
ROOFER/WATERPROOFER	AD	\$36.75		\$14.71
SHEETMETAL WORKER (INCLUDING METAL ROOFING)	AD	\$45.37		\$23.48
SPRINKLERFITTER	AD	\$44.66		\$23.80
STEAMFITTER/PIPEFITTER	AD	\$44.66		\$23.80
STONE MASON	AD	\$43.16		\$20.48
TILE & TERRAZZO FINISHER	AD	\$27.68		\$11.83
TILE & TERRAZZO MECHANIC	AD	\$33.41		\$12.87
TRUCK DRIVER - DUMP	AD	\$23.66		\$11.90
TRUCK DRIVER - DUMP - ARTICULATING	AD	\$27.97	005	\$0.79
TRUCK DRIVER - FLATBED	AD	\$24.99	005	\$7.63
TRUCK DRIVER - LOWBOY	AD	\$28.98		\$9.58
TRUCK DRIVER - TACK/TAR TRUCK	AD	\$28.69		\$9.58

LABORER GROUP II

LABORER - ASPHALT RAKER	AD	\$20.81	\$6.39
LABORER - COMMON	AD	\$20.81	\$6.39
LABORER - CONCRETE PUDDLER	AD	\$20.81	\$6.39
LABORER - CONCRETE TENDER	AD	\$20.81	\$6.39
LABORER - CONCRETE VIBRATOR	AD	\$20.81	\$6.39
LABORER - DENSITY GAUGE	AD	\$20.81	\$6.39
LABORER - FIREPROOFER - MIXER	AD	\$20.81	\$6.39
LABORER - FLAGGER	AD	\$20.81	\$6.39
LABORER - GRADE CHECKER	AD	\$20.81	\$6.39
LABORER - HAND ROLLER	AD	\$20.81	\$6.39
LABORER - JACKHAMMER	AD	\$20.81	\$6.39
LABORER - LANDSCAPING	AD	\$20.81	\$6.39
LABORER - LAYOUT	AD	\$20.81	\$6.39
LABORER - LUTEMAN	AD	\$20.81	\$6.39
LABORER - MORTAR MIXER	AD	\$20.81	\$6.39
LABORER - PLASTERER - HANDLER	AD	\$20.81	\$6.39
LABORER - TAMPER	AD	\$20.81	\$6.39

LABORERS GROUP I

LABORER - AIR TOOL OPERATOR	AD	\$24.46	\$9.34
LABORER - ASPHALT PAVER	AD	\$24.46	\$9.34
LABORER - BLASTER - DYNAMITE	AD	\$24.46	\$9.34
LABORER - BURNER	AD	\$24.46	\$9.34
LABORER - CONCRETE SURFACER	AD	\$24.46	\$9.34
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$24.46	\$9.34
LABORER - MASON TENDER	AD	\$24.46	\$9.34
LABORER - PIPELAYER	AD	\$24.46	\$9.34
LABORER - SCAFFOLD BUILDER	AD	\$24.46	\$9.34

Incidental Craft Data: Caulker, Man Lift Operator, Rigger, Scaffold Builder, and Welder receive the wage and fringe rates prescribed for the craft performing the operation to which welding, scaffold building, rigging, operating a Man Lift, or caulking is incidental.

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement or onsite job posting for a public work contract that exceeds \$250,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 25% or more of the project.

Modification Codes:

- (AD) 17-209 Annual Determination from Survey Wage Data Received
- (CH) 17-211 Commissioners' Hearing
- (CR) 17-208 Commissioners' Review
- (SR) 17-208 Survey Review by Staff

Each "Borrowed From" county is identified with the FIPS 3-digit county code unique for the specific jurisdiction in Maryland.

For additional information on the FIPS (Federal Information Processing Standard) code, see <http://www.census.gov/datamap/fipslist/AllSt.txt>

The Prevailing Wage rates appearing on this form were originally derived from Maryland's annual Wage Survey. The Commissioner of Labor & Industry encourages all contractors and interested groups to participate in the voluntary Wage Survey, detailing wage rates paid to workers on various types of construction throughout Maryland.

A mail list of both street and email addresses is maintained by the Prevailing Wage Unit to enable up-to-date prevailing wage information, including Wage Survey notices to be sent to contractors and other interested parties. If you would like to be included in the mailing list, please forward (1) your Name, (2) the name of your company (if applicable), (3) your complete postal mailing address, (4) your email address and (5) your telephone number to PWMAILINGLIST@dlr.state.md.us. Requests for inclusion can also be mailed to: Prevailing Wage, 1100 N. Eutaw Street - Room 607, Baltimore MD 21201-2201.

ATTACHMENT A
TECHNICAL PROPOSAL FORMS
(Packaged separately from the Solicitation)

ATTACHMENT B
PRICE PROPOSAL FORMS
(The Price Proposal Forms will be issued to the final shortlisted Proposers)
Price Proposal Form
Bid Bond Form
MBE Participation Schedule – Attachment H-1A Part 3 and Part 4

Bond No. _____

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

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

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

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

In Presence of: Individual Principal
Witness _____
(Name)
_____ as to _____ (SEAL)

In Presence of: Partnership Principal
Witness _____
(Name)
_____ as to _____ (SEAL)
Partner
_____ as to _____ (SEAL)
Partner
_____ as to _____ (SEAL)
Partner

Attest: Corporate Principal

(Name of Corporation) AFFIX

Secretary By: _____
President SEAL

(Surety) AFFIX

Attest

By: _____
Attorney-in-fact SEAL

Bonding Agent's Name _____

Agent's Address _____

Approved as to form and legal sufficiency this__ day of_____, 20

Assistant Attorney General _____

PART 3 - MBE PARTICIPATION SCHEDULE

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
	UMB Campus Electrical Distribution Upgrades Phase 4	17-317 – 4 MC

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

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

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification </p> <p>NAICS code: _____</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p> <input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%) </p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% x 60% = _____%</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) _____%</p> <p>Description of the Work to be performed with MBE prime's own forces: _____</p>
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SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)_____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products_____ % X 60% = _____%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)_____%</p> <p>Description of the Work to be Performed: _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)_____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products_____ % X 60% = _____%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)_____%</p> <p>Description of the Work to be Performed: _____</p>

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that for the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)_____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products_____ % X 60% = _____ %</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)_____%</p> <p>Description of the Work to be Performed: _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)_____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products_____ % X 60% = _____ %</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker_____%</p> <p>Description of the Work to be Performed: _____</p>

CONTINUE ON SEPARATE PAGE IF NEEDED

PART 4 – SIGNATURE PAGE

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 PRICE PROPOSAL

Attachment C

(TO BE COMPLETED BY THE SUCCESSFUL GC FIRM)

- UMB's Construction Contract
- Contract Affidavit
- 100% Performance & Payment Bonds
- MBE Participation Schedule - Attachment H-1A, Part 3 & 4 thru H-3B (as applicable) **(See Attachment H for Forms)**
- Contractor Affidavit – Apprenticeship Training Fund Verification

STANDARD FORM OF CONSTRUCTION CONTRACT
CONTRACT # C _____

This Standard Form of Construction Contract (SFCC) is made as of the _____ day of _____, 2022, by and between the University of Maryland at Baltimore ("University") and _____, Maryland _____, FID # _____ ("Contractor").

WITNESSETH:

A. The University has issued a procurement solicitation in connection with a certain project known as **RFP #17-317 – 4 ML RFP FOR CAMPUS ELECTRICAL DISTRIBUTION UPGRADES PHASE 4 AT THE UNIVERSITY OF MARYLAND BALTIMORE.**

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

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

1. The Contract consists of the following documents:

RFP #17-317 – 4 ML Document dated November 16, 2021;
RFP #17-317 – 4 ML Addendum #1 dated ____/____/____;
_____'s Technical Proposal dated ____/____/____; and,
_____'s Bid Price or Price Proposal dated ____/____/____.

all of which are collectively referred to as the Contract Documents all of which are incorporated into this SFCC as it is fully set forth.

2. The Contractor shall completely perform its obligations under the Contract in a timely manner.
3. The Contractor shall diligently prosecute the Work from and after the issuance of the Notice to Proceed and shall substantially complete the work not later than twelve (12) months; with an additional two (2) months of closeout for a total of fourteen (14) months to complete the project.
4. Total monetary compensation to the Contractor under the Contract is _____.

(Signatures on following

page) Page 1 of 2

CONTRACT #C_____

Page 2 of 2

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

_____	_____ Contractor
(Witness)	By: _____ (Seal)
	Print Name: _____
	Title: _____
	University of Maryland, Baltimore
_____	By: _____
(Witness)	Print Name: _____
	Title: _____

BUDGETARY DATA:

Requisition No. _____

Fund: _____

Budget: _____

Approved by Board of Public Works:

Item No. _____ Date: _____

Revised 9/18/96

Approved for legal form and sufficiency on 9/26/96 by Rachel E. Zelkind, Assistant Attorney General

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)

PERFORMANCE BOND

PERFORMANCE BOND

Principal

Business Address of Principal

Surety

Obligee

a corporation of the State of _____
and authorized to do business in the State of Maryland

STATE OF MARYLAND

Penal Sum of Bond (express in words and figures)

Date of Contract

Description of Contract

Date Bond Executed

Contract Number: _____

_____, 20____

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

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

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

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

1. Principal shall well and truly perform the Contract; and

2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

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

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

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

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

In Presence of:

Individual Principal

Witness:

_____ as to _____(SEAL)

In Presence of:

Co-Partnership Principal

Witness:

_____ (SEAL)

(Name of Co-Partnership)

_____ as to By: _____ (SEAL)
_____ as to _____ (SEAL)
_____ as to _____ (SEAL)

Corporate Principal

Attest:

(Name of Corporation)

AFFIX

_____ as to By: _____ CORPORATE
Corporate Secretary President SEAL

(Corporate Surety)

Attest: (SEAL)

By: _____ SEAL

Title _____

Signature

Bonding Agent's Name: _____

(Business Address of Surety)

Agent's Address _____

Approved as to legal form and sufficiency this

_____ day of _____ 20

Asst. Attorney General

Payment Bond

PAYMENT BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____	STATE OF MARYLAND
and authorized to do business in the State of Maryland	
Penal Sum of Bond (express in words and figures)	Date of Contract
_____	_____, 20____
Description of Contract	Date Bond Executed
Contract Number: _____	_____, 20____

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

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

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

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

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

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

In Presence of:

Individual Principal

Witness:

_____ as to

_____(SEAL)

In Presence of:

Co-Partnership Principal

Witness:

_____(SEAL)

(Name of Co-Partnership)

_____ as to

By: _____(SEAL)

_____ as to

_____(SEAL)

_____ as to

_____(SEAL)

Corporate Principal

Attest:

(Name of Corporation)

AFFIX

By: _____CORPORATE

Corporate Secretary

President SEAL

(Corporate Surety)

Attest: (SEAL)

By: _____SEAL

Title _____

Signature

Bonding Agent's Name: _____

(Business Address of Surety)

Agent's Address _____

Approved as to legal form and sufficiency this

_____ day of _____ 20

Asst. Attorney General

**CONTRACTOR AFFIDAVIT APPRENTICESHIP
TRAINING FUND VERIFICATION**

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

In conjunction with the bid or offer submitted in response to the Campus Electrical Distribution Upgrades Phase 4 at the University of Maryland Baltimore, Solicitation No. 17-317 – 3 ML, I affirm one of the following with regards to apprenticeship contributions:

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

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

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

Firm Name

Signature of Affiant

Address

Printed Name, Title

City, State, Zip

Phone

Fax

E-Mail

Date

ATTACHMENT D

UMB CAMPUS

MAP

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

ATTACHMENT E

UMB Submittal Procedures

SECTION 01300 - SUBMITTAL PROCEDURES

First Edition 3-25-19 edits.

(A/E shall edit specifications and blue text in header to meet project requirements. This includes but is not limited to updating Equipment and/or Material Model Numbers indicated in the specifications and adding any additional specifications that may be required by the project.)

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals by the Contractor as required by the contract documents.
- B. Section includes:
 - 1. Administrative requirements
 - 2. Contractor's review of submittals.
 - 3. Architect's review of submittals.
 - 4. Product data submittals.
 - 5. Shop drawing submittals.
 - 6. Sample submittals.
 - 7. Manufacturer's Instructions
 - 8. Reports of results of tests and inspections
 - 9. Operations and Maintenance Data submittals
 - 10. Certificates
- C. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for submitting substitution requests for products, materials, equipment, and methods of construction from those required.
 - 2. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
 - 3. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 4. Section 013233 "Photographic Documentation"
 - 5. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
 - 6. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
 - 7. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 8. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 9. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals." Informational Submittals will be acknowledged.
- C. Shop Drawings, Product Data and Samples: Instruments prepared and submitted by Contractor, for Contractor's benefit, to communicate to Architect the Contractor's understanding of the design intent, for review and comment by Architect on the conformance of the submitted information to the general intent of the design. Shop drawings, product data and samples are not Contract documents. Drawings, diagrams, schedules and illustrations, with related notes, are specially prepared for the Work of the Contract, to illustrate a portion of the Work.
- D. Product Data: Standard published information ("catalog cut sheets") and specially prepared data for the Work of the Contract, including standard illustrations, schedules, brochures, diagrams, performance charts, instructions and other information to illustrate a portion of the work.
- E. Samples: Physical examples that demonstrate the materials, finishes, features, workmanship or and other characteristics of a portion of the Work. Accepted samples shall service as quality basis for evaluation the Work.
- F. Other Submittals: Technical data, test reports, calculations, surveys, certifications, special warranties and guarantees, operation and maintenance data, extra stock and other submitted information and products shall also not be considered Contract Documents but shall be information from Contractor to Architect to illustrate a portion of the Work for confirmation of understanding the design intent.
- G. e-Builder: The University employs the e-Builder Construction Project Management System. The software enables members to manage work via a web based graphical interface. Owner will establish project specific page on e-Builder with project specific members. The site login address is <https://app.e-builder.net/>.
- H. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- I. XLS: A file format created by Microsoft for use with Microsoft Excel which is a spreadsheet program that presents table of values arranged in rows and columns.

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Contractor shall prepare and submit a Submittal Schedule which lists submittal items per the product specifications for review and approval by the Architect. Contractor shall allow seven (7) days for Architect and University review. The Submittal Schedule shall identify all specified submittals to be made and shall serve as a checklist for submittals. Arrange the submittals in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Use the Comprehensive Project Submittal/Shop Drawing List (when provided) as a basis for submittals required to be submitted, including requirements for concurrent submittals and for complex submittals requiring additional review time by the Architect at Initial Review.
 2. Coordinate Submittal Schedule with list of subcontracts, the Schedule of Values, and Contractor's construction schedule.
 3. **Format:** Submit the Submittal Schedule using the Architect-provided Microsoft Excel file.
 4. The first submittal shall be the Submittal Schedule. Architect reserves the right to withhold action on all submittals until complete submittal schedule has been submitted and approved.
 5. Review of any submittal without submission and approval of submittal schedule does not relieve Contractor of responsibility to provide Submittal Schedule for approval. Failure to submit Submittal Schedule relieves Architect of all constraints on review periods.
- B.

1.4 SUBMITTAL FORMATS

- A. Assemble all Action Submittals for each specification section into a single package for delivery to Architect unless otherwise specified or agreed to during the Submittal Schedule review. Failure of Contractor to assemble all Action Submittals in single package may result in Architect withholding action on submittals(s) until associated submittals(s) required by applicable specification section are received.
1. Submit Product Data (as a separate submittal) before or concurrent with Shop Drawings and before or concurrent with Samples.
 2. Closeout Submittals or Submittals for Work Performed by Separated Trades: Submit in separate package as applicable rather than in single Action Submittal package described above.
 3. Submittals shall be processed electronically using e-Builder (with exceptions such as product and material samples as designated or approved by the Architect). Transmit all submittals from Contractor to Architect via e-Builder, unless otherwise

directed. Submittals received from sources other than the Contractor will be returned without action. Include all information specified below for identification of submittals.

1.5 SUBMITTAL IDENTIFICATION

- A. Submit each Submittal with a Submittal Identification Form, in a format developed with the Architect and acceptable to the University, including the following information for each submittal:
1. Project name and University project number.
 2. Submission date.
 3. Name and address of Architect.
 4. Name and address of Contractor.
 5. Name of firm or entity that prepared submittal.
 6. Names of subcontractor, manufacturer, and supplier as applicable.
 7. Unique submittal number, including revision identifier. Submittal number shall be identical to that listed in the approved Submittal Schedule.
 8. Category (action or informational) and type of submittal (product data, test report, etc.).
 9. Place for Contractor submittal approval certification, including name, date and signature.
 10. Other necessary identification.
 11. Submittals not including a Submittal Identification Form will be returned as "Not Reviewed".
 12. At the contractor's option, multiple submittals for one specification section may be submitted and shall be coordinated and identified in the submitted and approved Submittal Schedule.
- B. Identify each element in a submittal by reference to the Specifications article and paragraph, Drawing sheet number, detail, schedule, room number, assembly or equipment number, and or any other pertinent information that can be used to clearly correlate submittal with Contract Drawings. On the Submittal Identification Form, or on a separate transmission sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information submitted complies with requirement of the Contract Document.
- C. Identify each submittal by Specification Section number followed by a number indicating sequential submittal for that Section. Resubmittals shall use same number as original submittal, followed by a letter indicating sequential resubmittal. For example:
- **093013-01 Ceramic Tile Product Data** (First submittal for Section 093013)
 - **093013-02 Ceramic Tile Shop Drawings** (Second submittal for Section 093013)
 - **093013-02-R1 Ceramic Tile Shop Drawings Color Only** (Resubmittal)
 - **093013-02-R2 Ceramic Tile Shop Drawings Color Only revised** (Second resubmittal)

- **093013-03 Ceramic Tile Base Samples** (Third submittal for Section 093013)
- **093013-03-R1 Ceramic Tile Base Samples** (Resubmittal)

- D. For submittals including multiple individual items:
1. Identify each submittal by Specification Section number followed by the article title of the group of products submitted, followed by a number indicating sequential submittal for that Section. Resubmittals shall use same number as original submittal, followed by a letter indicating sequential resubmittal. For example:
 - **220523-01 Shut Off, Drain & Specialty Valves** (First submittal for Section 220523)
Submittal includes the following individually identified items:
 - 220523-2.2.B.1 Shut Off Valves (Solder Joint Piping-1/4 to 2 inch).
 - 220523-2.2.B.2 Shut Off Valves (ProPress Piping Systems- 1/2 to 1 1/4 inch).
 - 220523-2.2.B.3 Shut Off Valves (ProPress Piping Systems- 1 1/2 to 2 inch).
 - 220523-2.2.B.4 Shut Off Valves (Solder Joint Piping- 2 1/2 and larger).
 - 220523-2.2.B.5 Drain Valves (Solder Joint Piping 1/2 to 2 inch).
 - 220523-2.2.B.6 Drain Valves (ProPress Piping Systems 1/2 to 2 inch).
 - 220523-2.2.B.7 Drain Valves (Solder Joint Piping 2 1/2 and larger).
 - 220523-2.2.B.8 Specialty Valves (Solder Joint Piping 1/4 inch).
 - 220523-2.2.B.9 Specialty Valves (ProPress Piping Systems 1/2 inch).
 - 220523-2.2.B.10 Shut Off Valves (Special Gas- 1/2 to 2 inch)
 - 220523-2.2.B.11 Shut Off Valves (Special Gas- 2 1/2 to 3 inch)
 - 220523-2.2.B.12 Shut Off Valves (RO/DI- 1/2 to 2 inch)
 -
 - **220523-02 Check Valves** (Second submittal for Section 220523)
Submittal includes the following individually identified items:
 - 220523-2.3.B Bronze Lift Check Valves - metallic
 - 220523-2.3.C Bronze Lift Check Valves - nonmetallic
 - 220523-2.3.D Bronze Swing Check Valves – metallic
 - 220523-2.3.E Bronze Swing Check Valves – nonmetallic
 - 220523-2.3.F Check Valves for RO/DI
 -
 - **220523-03 Special Valves** (Third submittal for Section 220523)
Submittal includes the following individually identified items:
 - 220523-2.4.A Solenoid Valves
 - 220523-2.4.B Pressure Regulating Valves
 - 220523-2.4.C Water Temperature Limiting Devices
 - 220523-2.4.D Safety Relief Valves
 - 220523-2.4.E Combined Pressure/Temperature Relief Valves
 - **220523-03-R1 Special Valves** (Resubmittal)
Submittal includes all of the initial individually identified items
 - **220523-03-R2 Special Valves** (Second Resubmittal)
Submittal includes all of the initial individually identified items

2. In addition to requirements listed above include for each item the following:
 - a. Easily identifiable Title Block with Number and title of Specification Section, with paragraph number and generic name for each of multiple items. For Example:

220523 VALVES FOR PLUMBING PIPING 2.2.B.1- Shut off Valves (Solder Joint Piping- ¼ TO 2
--

- E. Options: Identify options requiring selection by Architect.
- F. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with the submittal identification number and brief description, for example:

093013-01 Ceramic Tile Shop Drawings.pdf
093013-02-R1 Ceramic Tile Shop Drawings.pdf
093013-02-R2 Ceramic Tile Shop Drawings.pdf
220523-03 Special Valves
220523-03-R1 Special Valves.pdf

1.6 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections. Each submittal shall be one e-Builder item, and the Contractor may submit multiple items as one Package within a specification section. No Package may include submittals from multiple specification sections
1. Use the eBuilder Submittal Module to create each submittal item. Persons entering submittals shall be trained by UMB on the eBuilder Submittal Module prior to entering the Submittal Schedule and any other submittals. Upload the pdf of the submittal directly to the e-Builder Submittal Module.
 - a. Submitted file shall be a **searchable** PDF electronic file.
 - b. Architect will return annotated (and flattened) file, incorporating Owner's comments. This file will be retained by UMB as the digital Project Record Document file.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Certain submittals need to be reviewed concurrently, including but not limited to, the following:
 - 1) 087100 Door Hardware with 281300 Access Control System
 - 2) Brick and Mortar.
 - 3) Fire Protection Product Data and Layout Shop Drawings.

- 4) Wall and floor finishes for coordination of colors.
 - a) Submittals that require selection of colors will be reviewed. Color selection may not be provided until all submittals requiring color selection have been received and reviewed, and color selections have been approved by the Architect.
 - b. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows: Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the work to permit processing, including resubmittals.
 1. Initial Review: Allow 15 working days for initial review of each submittal (which includes University's review) unless otherwise noted on the approved Submittal Schedule. Allow additional time if coordination with concurrent submittals is required. The Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Initial Review of Concurrent Submittals: Allow additional time if coordination with concurrent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 3. Initial Review of Complex Submittals: At the time of review and approval of the Submittal Schedule, the Architect will advise Contractor of certain submittals that are substantially complicated or require multiple reviewers and need an extended initial review time, including but not limited to, the following:
 - a. 081113 Hollow Metal Doors and Frames (21 days)
 - b. 084413 Glazed Aluminum Curtainwall (30 days).
 - c. 087100 Door Hardware (21 days).
 - d. 123450 Wood Laboratory Casework (21 days)
 - e. 142100 Elevators (45 days) includes Elevator Inspector review.
 - f. 211300 Wet Pipe Sprinkler Systems (45 days) includes Fire Marshal review.
 - g. 233600 Temperature and Airflow Control System (21 days)
 - h. 281300 Access Control System (21 days)
 - i. 282300 Video Surveillance (21 days)
 - j. 283111 Addressable Fire-Alarm System (45 days) includes Fire Marshal review.
 4. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in Submittal Identification Form and clearly indicate extent of revision. Provide responses to Architect's review comments as appropriate to address concerns raised. Annotate the product data sheets, shop drawings, calculations, etc. to clearly indicate compliance with the original specification requirements and to demonstrate compliance with review comments.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

- E. Delegated Design Services Certification: In addition to other required submittals, submit digitally-signed PDF electronic file paper copies of certificate, signed and sealed by the responsible design professional.
- F. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.
- G. Use for Construction: Establish and maintain access to eBuilder so that all submittals are available for use on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.7 CONTRACTOR'S REVIEW OF SUBMITTALS

- A. Contractor's Review of Submittals: Prior to submission to Architect for review, Contractor shall certify that submittals have been reviewed and approved. Note corrections and field dimensions. Mark each submittal with a uniform approval stamp including the name of the reviewer and the date of the Contractor's approval and sign each submittal. Submittals without stamp and signature will not be reviewed and will be returned. Electronic signatures are acceptable. Contractor's submittal approval shall certify the following actions by Contractor:
1. Field measurements have been determined and verified.
 2. Conformance with requirements of Contract Drawings and Specification is confirmed.
 3. Catalog numbers and similar data are correct.
 4. Work being performed by various subcontractors and trades is coordinated.
 5. Field construction criteria have been verified, including confirmation that information submitted has been coordinated with the work being performed by others for the University and actual site conditions.
 6. All deviations from requirements of Drawings and Specifications have been identified and noted.
 7. All notes and dimensions by Contractor shall be in the color green.
 8. Submittals not certified by being stamped and signed by Contractor electronically on the Submittal Identification Form will be returned without action, as will submittals which, in the Architect's opinion, have not been adequately reviewed and coordinated by Contractor.
- B. Changes in Work: Changes in the Work shall not be authorized by submittal review actions. No review action, implicit or explicit, shall be interpreted to authorize changes in the Work. Changes shall only be authorized by separate written direction from the University, in accordance with the Contract General Conditions.

1.8 REVIEW OF SUBMITTALS BY ARCHITECT AND UNIVERSITY

- A. Review of Submittals by University and Architect: Submittals shall be a communication aid between Contractor and Architect by which interpretation of Contract Documents requirements may be confirmed in advance of construction.
1. Reviews by University, Architect and Architect's consultants shall be only for general conformance with the design concept of the Project and general compliance with the information given in the Drawings and Specifications.
 2. The Architect's review shall not be construed as an "approval," or to relieve the Contractor(s) and material suppliers of responsibility for errors or omissions in the submitted documents.
 3. Acceptance of a specific item does not include acceptance of the assembly of which the item is a component.
 4. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to

indicate action taken, and return promptly via the web-based software (e-Builder) system.

- B. Architect's Review Action: Architect will mark each submittal with a uniform, self-explanatory action.

ARCHITECT TO EDIT: THESE ARE SAMPLES, THEY SHOULD BE REVISED TO REFLECT ARCHITECT'S STANDARD MARKING

1. Submittal will be appropriately marked as follows to indicate the action taken:
 - a. Action 1 (no exceptions taken) Means fabrication, manufacture, or construction may proceed providing submittal complies with Contract Documents.
 - b. Action 2 (make corrections noted; no resubmission required): Means fabrication, manufacture, or construction may proceed providing submittal complies with Architect's notations and Contract Documents. (Note: If Contractor cannot comply with notations, make revisions and resubmit.)
 - c. Action 3 (make corrections noted; submit corrected copy): Means fabrication, manufacture, or construction may proceed; however, submittal did not fully demonstrate full extent of all conditions, details and coordination with other surrounding work and therefore requires additional information and rework as noted. Resubmit shop drawings for final Action 1 or 2. Should Contractor proceed with fabrication, manufacturing or construction, it shall do so at its own risk.
 - d. Action 4 (rejected, revise and resubmit): Means submittal does not comply with design intent of Contract Documents. Do not use submittals stamped Action 4. Make revisions and resubmit.
 - e. Action 5 (rejected, submit specified item): Means submittal varies from specified item or system specified in Contract Documents and is not acceptable for use on the project. Do not use submittals stamped Action 5. Make revisions and resubmit.
 - f. Action 6 (resubmit with related assembly items): Means submittal of related assembly item(s) are required in conjunction with the submittal for proper review.
 - g. Action 7 (No Action): Means documents have not been reviewed by Architect and submittal is returned to Contractor for several possible reasons: submittal not requested, submittal not complete, Submittal Transmittal form is not included, submittal not coordinated, or submittal bears no resemblance to design intent.
 - h. Action 8 (Record Submittals): Specifications require certain information and calculations be submitted for record purposes only. Such submittals will not be acted upon, stamped or returned to Contractor.
2. Do not permit submittals marked "Rejected, Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.

3. Note: Any work performed prior to receiving a fully approved submittal shall be done at the Contractor's risk and shall be subject to being replaced if Contract requirements are not met.
- C. University's Review Action: The Architect will upload the reviewed submittal into eBuilder, and the status of the submittal will be indicated as appropriate in eBuilder. The University will review the submittal and coordinate comments with the Architect.
- D. Final Review Action: The Architect will then incorporate final comments and upload the submittal in eBuilder for use by the Contractor, marking the final action for the submittal. The final action will be selected from the standard list in the eBuilder Submittal Module, as follows:
 1. 1. No Exceptions Taken - Submission appears to comply with the CD's. Work can proceed.
 2. 2a. Note Markings/Attachments - Submission will appear to comply with CD's when noted comments are incorporated. Work can then proceed.
 3. 2b. Note Markings/Resubmit For Record – Submission will appear to comply with CD's when noted comments are incorporated. Work can then proceed. Resubmit corrected copy.
 4. 3. Amend & Resubmit – Submission has deficiencies which cannot be easily be field corrected and does not comply with the CD's. Work cannot proceed. Amend & Resubmit.
 5. 4. Submission has fundamental deficiencies and does not comply with CD's. Work cannot proceed. Resubmit.
 6. 5. Received. No Action Required – Used for submittals which do not require review.
- E. Contractor Action: The Contractor will be notified through eBuilder that the submittal is ready for his action. The Contractor shall incorporate all review comments and resubmit if so indicated by the eBuilder and Architect's actions and markings.
- F. Contract Requirements:
 1. Review actions by Architect and Architect's consultants shall not relieve the Contractor from compliance with requirements of the Contract Drawings and Specifications.
 2. Acceptance of submittals with deviations shall not relieve Contractor from responsibility for additional costs of changes required to accommodate such deviations.
 3. Deviations included in submittals without prior acceptance will be considered an exception from review of submittals whether noted or not on returned copy.
 4. No review action, implicit or explicit, shall be interpreted to authorize changes in the Work. Changes shall only be authorized by separate written Change Order or Field Instruction, in accordance with the Contract General Conditions.
 5. When professional certification of performance criteria of materials, systems or equipment is required by Contract Documents, the Architect shall be entitled to rely upon accuracy and completeness of such calculations and certifications.

G. Resubmittals:

Subject to same terms and conditions as original submittal.

1. UMB will not accept excessive resubmittals.
2. Should excessive resubmittals be required, Contractor may be subject to reimburse the University for Architect's accounts for time spent in processing additional resubmittals at their contractual hourly rate.

1.9 SUBMITTAL REQUIREMENTS**A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.**

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data, and identify submittal separately from rest of Shop Drawings.
2. Mark each submittal to show which products and options are applicable. Clearly indicate all aspects of the proposed items, including material selections and all options specified. Failure to indicate such details could result in the submittal being returned as incomplete.
3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

B. Shop Drawings: Prepare and submit Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements as shown in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.

- f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. e-Builder: Submit one PDF copy of each submittal, capable of being printed as a full-size drawing.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Sample Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 - 3. Paper Transmittal: Provide paper transmittal and include complete submittal information indicated. Include image file illustrating Sample characteristics, and Sample Identification information for record.
 - 4. e-Builder: Prepare paper transmittal in PDF form, and upload to website-Builder. Enter required data in site-Builder to fully identify submittal.
 - 5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit **one** full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 - 7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit **three** sets of Samples. Architect will retain **one** Sample set\; remainder will be returned. Retain one returned Sample set as a project record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
- E. Qualification Data: Prepare and submit written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

6. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- H. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
- I. BIM Incorporation: Incorporate delegated-design drawing and data files into BIM established for Project.
 1. Prepare delegated-design drawings in the same digital data software program, version, and operating system as original Drawings

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01300

ATTACHMENT F - COMMISSIONING

INTENTIONALLY OMITTED

ATTACHMENT G
INTENTIONALLY
OMITTED

ATTACHMENT H – MBE PROGRAM AND FORMS

Attachment H Minority Business Enterprise (MBE) Forms

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 GMP(s) by the awarded firm. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the Technical Proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://marylandmdbe.mdbecert.com/> to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit <https://www.census.gov/eos/www/naics/>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **CAUTION:** If the firm's NAICS Code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs

with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.
http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**
- ✓ Regular Dealer (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the

public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions.

Example for illustrative purposes of applying the 60% rule:

Overall contract value: \$2,000,000

Total value of supplies: \$100,000

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

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

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

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

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

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

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

11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-

800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

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

Overall Goal

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

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 with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. 17-317 4 MC, 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 20 percent and all of the following subgoals for services during the design and construction of the Project, applicable to the total contract dollar amount inclusive of pre-construction costs:

THERE ARE NO SUBGOALS FOR THIS PROCUREMENT

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 GMP submission(s). 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

☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a 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 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 GMP submission(s).

Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the

Procurement Officer, I must submit the following documentation within 10 working days (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (Attachment H-1C)
- (b) Outreach Efforts Compliance Statement (Attachment H-2);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments H-3A and 3B) – at the time of GMP submission(s) 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 successful firm at the time of GMP submission)

SET FORTH BELOW ARE THE (I) CERTIFIED MBES I INTEND TO USE, (II) THE PERCENTAGE OF THE TOTAL CONTRACT VALUE ALLOCATED TO EACH MBE FOR THIS PROJECT AND, (III) THE ITEMS OF WORK EACH MBE WILL PROVIDE UNDER THE CONTRACT. I HAVE CONFIRMED WITH THE MDOT DATABASE THAT THE MBE FIRMS IDENTIFIED BELOW (INCLUDING ANY SELF-PERFORMING MBE PRIME FIRMS) ARE PERFORMING WORK ACTIVITIES FOR WHICH THEY ARE MDOT-CERTIFIED.

Prime Contractor	Project Description	Project/Contract Number
	UMB CAMPUS ELECTRICAL DISTRIBUTION UPGRADES PHASE 4	17-317 - 4 MC

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

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

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers)_____%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products % x 60% = %</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only)_____%</p> <p>Description of the work to be performed with MBE prime's own forces: _____ _____</p>
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SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)_%</p> <p>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products_% X 60% =_%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)____%</p> <p>Description of the work to be performed:</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)_%</p> <p>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products_% X 60% =_%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)____%</p> <p>Description of the work to be performed:</p> <p>_____</p> <p>_____</p>

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

CONTINUE ON SEPARATE PAGE IF NEEDED

PART 4 – SIGNATURE PAGE

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

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

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH GMP

H-3A
CERTIFIED MBE SUBCONTRACTOR PARTICIPATION CERTIFICATION

INSTRUCTIONS:

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

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

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

SECTION A

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

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

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

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

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

SECTION B – Prime Contractor

Signature of Representative:

Printed Name and Title:

Prime Firm's Name: _____

Federal Identification Number: _____

Street Address, City, State, Zip Code:

Phone: _____

Date: _____

SECTION C – Certified MBE Subcontractor

Signature of Representative:

Printed Name and Title:

MBE Firm's Name: _____

Federal Identification Number: _____

Street Address, City, State, Zip Code:

Phone: _____

Date: _____

SECTION D – Subcontractor

Signature of Representative:

Printed Name and Title:

MBE Firm's Name: _____

Federal Identification Number: _____

Street Address, City, State, Zip Code:

Phone: _____

Date: _____

H-3B
MBE PRIME PROJECT PARTICIPATION CERTIFICATION

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

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. \17-317-4 MC submission, such MBE Prime Contractor intends to perform with its own forces at least \$ _____ which equals to _____% of the Total Contract Amount for performing the following goods and services for the Contract:

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

MBE Prime Contractor

Company:

Company Name (please print or type)

FEIN:

Federal Identification Number

Company Address: _____

Phone:

Printed Name:

Title:

By:

Signature of Authorized Representative

Date:

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

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

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

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

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

Signature (Required)

Date

Print Name

Title

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

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

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

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

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

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

Signature (Required)	Date
Print Name	Title

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

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

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

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

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

 Signature (Required)

 Date

 Print Name

 Title

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
SOLICITATION TERMS AND CONDITIONS
FOR CONSTRUCTION/MAINTENANCE PROJECTS
RFP 17-317 – 3 ML – UMB CAMPUS ELECTRICAL DISTRIBUTION UPGRADES PHASE 4

1. Due Date and Time

The Technical Proposal shall be submitted via email to the email address provided in the Solicitation schedule with the 'sent' email time log no later than the date and time indicated in the Solicitation Schedule.

Price Proposals will only be requested from those proposers who are shortlisted following the second phase technical evaluation per the RFP. The due date for Price Proposals will be set upon completion of the technical evaluation, however, the University anticipates the price proposal due date to be as provided in the 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. **Due to file size constraints, 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.

Proposals shall be valid for one-hundred-twenty (120) business days following the receipt of Price Proposals, or Best and Final Price Proposals, whichever is longer.

2. 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 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.

3. Multiple/Alternative Proposals

Proposers may not submit more than one (1) proposal nor may proposers submit an alternate to this RFP. (Refer to Section I and Section III of the Solicitation for instructions on how to respond to one or both of the scope of service categories.)

4. 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.

5. Pre-Proposal Conference – Refer to Solicitation Section 00100

6. Issuing Office and Questions during the Procurement – Refer to Solicitation Section 00100

7. Questions, Inquiries, Clarifications, and Addenda

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

Should a Proposer find discrepancies in the RFP documents, or be in doubt as to the meaning or intent of any part thereof, the Proposer must, prior to the question deadline listed in the 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.

8. Site Investigation

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

9. 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.

10. Cancellation of the RFP

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

11. 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.

12. 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.

13. 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.

14. 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.

15. Incurred Expenses

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

16. 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.

17. 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.

18. 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.

19. 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:

http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf

20. Minority Business Enterprise Notice

Minority Business Enterprises are encouraged to respond to this solicitation. For MBE goal and subgoal requirements of this solicitation, refer to Section 00100 and Attachment G of the RFP. 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 <http://www.mdot.state.md.us/mbe/index.html>.

21. Insurance Requirements – Refer to Sections 00700 Paragraph 6.05 and 00800, Paragraph 2 of the Solicitation

22. Bid and Payment and Performance Bonds – Refer to Solicitation Sections 00300, Article 4 for information regarding Bid Bond requirements (if any) and Section 00700, Paragraph 2.05 for Payment and Performance Bond requirements.