

September 3, 2025

TO: Potential Proposers

FROM: Michelle Compton

RE: On Call MEP and Building Envelope Commissioning Consultant Services  
RFP #91187 MC  
Addendum #2 dated 09/03/2025

The following information is made available on the above referenced solicitation and is issued as Addendum #2 dated 09/03/2025

**The due date and time for the Technical proposal is Wednesday, September 10, 2025 at or before 2:00 pm.** Receipt of this addendum is to be acknowledged by completing the enclosed "Acknowledgement of Receipt of Addenda" form and including it within your Technical submission.

**Clarifications:**

1. The Numbering has been updated for RFP Section III Article 1 for the following items:

**3.1.4 5: Success with Task Order assignments (Submitted on One A3)**

Provide examples where your team has succeeded in delivering projects of this scale and in this manner and how your team added value to the engagement. What are the key issues to make this successful? Include examples from the projects listed and proposed team members where applicable.

**3.1.56 Professional Liability Insurance:** Complete the Professional Liability Coverage Form (found in Attachment A) to confirm the required professional liability insurance coverage (\$1M) including current and/or proposed additional coverage to be guaranteed if awarded the contract. Please include in this statement the dollar value of such coverage, expiration date and name of the insurance company.

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

**3.1.78. 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**.

**3.1.8-9 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 Consultant's Technical Proposal.

**3.1.9-10 MBE Attachment H-1A Part 2 for Master Agreement, MBE Utilization and Fair Solicitation Affidavit for the Master Contract:** This form (found in Attachment A) **MUST** be submitted with the Technical Proposal. If it is not, the Procurement Officer **shall** classify the Proposal as not susceptible of the award. **BY LAW, THIS IS NON-CURABLE.**

2. RFP Section 3.1.2.II has been updated as follows

**II. Key Team Member Resumes (Each Resume to be provided on one 8.5 x11 page):** a. Provide a one-page resume for each candidate identified above. Include as a separate file in **one** PDF format entitled **RFP#91187 MC On Call MEP and/or BE Commissioning [Firm Name] Resume's**. Note team members licensing or registration by state, with Maryland listed first. (Preference will given to design professionals with Maryland credentials.)

3. RFP Section 3.1.2 has been updated as follows:

**3.1.2 Project Team: Complete on a single A3 except as noted**

**I. Single A3 Format**

- a. Provide an organizational chart

b. Identify Key Team Members by Role and Firm. The intent is to communicate the strength and depth of your proposed project team. *Since this engagement will be on multiple task orders, multiple team members in a given role are permitted, excluding ~~principal in charge~~ executive manager.* Include the following:

- i. Executive Manager [MEP & BE]
- ii. Project Manager (s) [MEP & BE]
- iii. Mechanical Commissioning Agent(s) [MEP]
- iv. Electrical Commissioning Agent(s) [MEP]
- v. Building Envelope Commissioning Agent(s) [BE]

4. RFP Section 3.1.3 has been updated as follows:

**3.1.3 Sample Commissioning Documents: Include as a separate file in PDF Format entitled RFP 91187 MC {MEP OR BE} Samples.** For each category of Commissioning on which you are proposing, provide sample Commissioning Documents / Reports from previously completed projects, preferably one that one or more of the Key Personnel proposed have produced...

5. RFP Section 3.4.1.2 has been updated as follows:

All such price adjustments request will be calculated using a simple percentage method. **The following example illustrates the computation of percentage change:**

~~PPI~~ **CPI** for current period: 150.252

Less ~~PPI~~ **CPI** for previous period: 147.362

Equals index point change: 2.89

Divided by previous period PPI: 147.362

Equals: .0196

Results multiplied by 100: .0196 x 100

Equals Percentage change: 1.96%

6. RFP Attachment D Section 23 Paragraph 3 has been updated as follows:

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

7. RFP Attachment D Section 23 Paragraph 4 has been updated as follows:

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

8. RFP Attachment D Section 23 Paragraph 8 has been updated as follows:

All required insurance policies shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) ~~forty five (45)~~ days prior written notice has been given to the University of Maryland, Baltimore County"

#### Questions:

1. Indemnification: Section 8 ("Indemnification," p. 62) appears inconsistent with Attachment D, Section 24 (p. 83). **Could you confirm which provision governs?**  
**Both sections apply – Section 8 relates to Indemnification while Attachment D Section 24 relates to insurance**
2. Insurance Requirements: Section 9.2.1. **Can the Comprehensive General Liability requirements be satisfied through a combination of primary and excess or umbrella liability insurance?**  
**Yes**
3. Insurance Notification Requirements: Section 9.4 notification obligations seem to conflict with those outlined in Attachment D (p. 84). **Could you clarify which set of requirements is controlling?**  
**Notification requirements outlined in Attachment D provide specific time frames for the "notices" that are referenced in Agreement Section 9.4. Please refer to Attachment D for specific time frames of written notice requirements.**
4. In the following quote from Item 8.0 in the Master Consulting Agreement we request the removal of words crossed out and the addition of words or phrases in italics.  
"... and their respective ~~agents~~, servants and employees, from and against all *third party* claims, damages, losses and expenses, including but not limited to

*reasonable attorney's fees where recoverable by law arising out of or resulting from the negligent performance of the Project work by the Consultant, provided that such claim, damage, loss or expense is caused in whole or in part by any ...*

UMB will not accept this change.

5. Master Consulting Agreement Item 9.0 – we request that the word “warrants” is replaced by “agrees”.  
UMB will not accept this change.
6. Master Consulting Agreement Item 9.4 – Our insurance carrier does not provide notice of “reduction” or “policy changes”. Could these phrases be struck?  
UMB will not accept this change – if your carrier won't provide notice then the expectation is that the vendor will provide notice.
7. In Exhibit A of the Agreement, 3<sup>rd</sup> paragraph, we request “warrants” be replaced by “agrees” or “represents”.  
UMB will not accept this change.
8. In Attachment D, Solicitation Terms and Conditions, Item 24, we request the striking of words crossed out and the addition of words or phrases in italics.  
“...Contractor shall defend, indemnify, ... employees, and agents from any and all *third party* claims...”  
UMB will not accept this change.
9. In Attachment D it says that when the contract is made, evidence of payment in full of insurance coverage through the entire term of the contract shall be provided. We bind our insurance policies for one or two years at a time and then pay in installments through the policy period. Could this be either struck or revised to say that evidence of current payments be provided?  
Please refer to Clarification #6.
10. Attachment D asks that the COI identify materials and equipment. We request this be removed.  
Please refer to Clarification #7.
11. In Attachment D we request the phrase “material change, or reduction in coverage” be struck from the COI endorsement request.
12. UMB will not accept this change.
13. In Attachment D, please either substitute 30 days for the 45 prior written notice or allow 30 days as an option. Our insurance carrier does not provide 45 day notices.  
Please refer to Clarification #8.
14. On page 32 of the RFP, the section titled "FIRM EXPERIENCE" has the section number 3.1.4. The section after it, "Success with Task Order assignments", on page 33, also has 3.1.4 as its section number. For the sake of organization, could you confirm that section "Success with Task Order assignments" should be changed to 3.1.5, causing the following section, "Professional Liability Insurance" (currently 3.1.5) to become 3.1.6, etc.?

Confirmed – please refer to Clarification #1.

15. In section 3.1.2.II, page 30, a specific naming convention is provided for resumes, specifically, "RFP#91187 MC On Call MEP and/or BE Commissioning [Firm Name] Resume's". This has caused issues as backslashes cannot be used in file names. Should the backslash simply be removed (leaving it "...and or..."), or would you prefer a different naming convention altogether?  
Please refer to Clarification #2. Firms should indicate the role for either MPE or BE Cx.
16. In section 3.1.2.II, page 30, it's stated that resumes must be saved as individual PDFs. The resumes' naming convention only allows for the firm's and personnel's names to be changed in it. In the same section, it's stated that resumes must be organized in order of licensure by state. However, due to the file naming convention prohibiting the use of numbering resumes, it is impossible for anyone to control the order in which a reviewer's computer will display file names. Should we number individual resumes to conform to the requirement of ordering them by licensure, or will that requirement be rescinded?  
Please refer to Clarification #2-Firms should submit one pdf file that contains all of the resumes that are being proposed for either MPE or BE.
17. In section 3.1.2.I.b, page 30, it's stated that there may only be one principal in charge. This role is not included in the list of required roles following that section, nor is it brought up again throughout the remainder of the RFP. Should the principal in charge be an organizational chart-specific role (appearing on the chart but not with the other resumes)?  
Please refer to Clarification #3.
18. In section 3.1.2.II, page 31, it says, "For MEP Commissioning: One (1) of the above Key Personnel OR the Executive Manager proposed above OR a principal of the firm must have a Professional Engineering License". If the principal in charge is an organizational chart-specific name, could their being licensed still satisfy this requirement?  
Yes.
19. In section 3.1.2.I.b, page 30, both a principal in charge and an Executive Manager are mentioned. Are these meant to be the same role, or should they remain separate?  
Please refer to Clarification #3.
20. On page 31, it's stated that all personnel require commissioning training and field experience. Could you confirm that this applies only to commissioning staff, and not to the executive and project managers?  
Confirmed- personnel require commissioning training and field experience when they are working in the field.
21. Please confirm the correct page size for resumes in Section III - 3.1.1.II., as "8"x11 page" may be a typo for 8.5x11 or A4 format.  
Please refer to Clarification #2.
22. Please confirm if Section III - 3.1.3 should be submitted in a single A3 format.  
Samples should be submitted in the format they were originally generated.

23. We have identified a potential numbering error in Section III. Can you please confirm if "3.1.4, Success with Task Order assignments" is supposed to be numbered as 3.1.5, and if the subsequent section numbers should start at 3.1.6 and end at 3.1.10?  
**Please refer to Clarification #1.**
24. Please confirm if the sections outlined in Section III (3.1.1 through 3.1.9) should be submitted as a single document or as individual files.  
**Confirmed – excluding the resumes and samples, the remainder of Section III Article 1 documents should be submitted as 1 PDF file**
25. Page 60 of 104, Master Consulting Agreement University of Maryland, Baltimore Admin or Technical Services, 1.0 Professional Services Paragraph 1.4: 1.4 - Is Carta required to maintain the same personnel on all work performed for the entire term of the Agreement, or is this provision directed at maintaining same personnel for specific Task Order?  
**The expectation is that the proposed Key Personnel in the technical proposal remain throughout and act in the same roles, throughout the entire contract term.**
26. Page 61 of 104, Master Consulting Agreement University of Maryland, Baltimore Admin or Technical Services, 4.0 Payments, Paragraph 4.3- 4.3 - Will the University make payments of undisputed amounts on an invoice, or does it reserve the right to reject an entire invoice due to a disputed portion?  
**The University reserves the right to request the Contractor to revise the invoice to only reflect the undisputed portions on the submitted invoice.**
27. Page 68 of 104, Schedule 2 To Consulting Agreement For Admin or Technical Services, Paragraph 11. Liquidated Damages- Schedule 2, Paragraph 11 states that liquidated damages are a mandatory provision for those contracts deemed appropriate by the procurement office. Will the task orders issued by the University be subject to liquidated damages?  
**Yes – task orders issued by the University may be subject to liquidated damages.**
28. Page 70 of 104, Schedule 2 To Consulting Agreement For Admin or Technical Services, Paragraph 24. Intellectual Property- Does Schedule 2, Paragraph 24 obligate Contractor to defend and hold harmless the State for any intellectual property claims that arise out of pre-existing details, plans and specifications, and State mandated instructions to perform the work under the Master Agreement?  
**UMB will not be updating the language of the clause.**
29. RFP Section III, Item 3.1.3 Sample Commissioning Documents (Page 31): Please confirm how sample Cx documents should be included in our submission – are they to be included within our technical submission file in the in its own section or to be submitted as a combined separate PDF document like how the resumes are to be submitted? Additionally, can the sample Cx documents be included in any format (8.5x11, 11x17 and/or A3)?  
**Samples should be submitted in the format they were originally generated. Please refer to Clarification #4.**
30. Could we please have further clarification regarding the A3 and general format for the Technical Proposal?

We are interpreting the following layout from the RFP:

- **1 A3: GENERAL INFORMATION**
  - Contact Information
  - Firm History
  - Current Workload and Project Type (may be on a separate page from the A3)
  - Professional Staff
  - Partnering
  - Certification
- **1 A3: PROJECT TEAM**
  - Provide an organizational chart
  - Identify Key Team Members by Role and Firm
- **Key Team Member Resumes** (each Resume to be provided on one 8x11 page):
- **Sample Commissioning Documents**
- **Firm Experience** (a single 8.5x11 page summary for each project)
- **1 A3: SUCCESS WITH TASK ORDER ASSIGNMENTS**
- **Professional Liability Insurance**
- **Registration Documentation**
- **Bid/Proposal Affidavit – Form**
- **Acknowledgement Of Receipt Of Addenda Form**
- **MBE Attachment H-1A Part 2 for Master Agreement, MBE Utilization and Fair Solicitation Affidavit for the Master Contract**

General Information and Project Team should each be submitted on one A3. Refer to Clarification #3 and Clarification #4 for details on Key Team Member Resumes and Sample Commissioning Documents.

31. Furthermore, regarding the format of proposal submission – Are we to compile all these documents into a single PDF or can they be submitted as separate documents?

The following should be submitted as one PDF

- General Information
- Project Team (exclusive resumes)
- Firm Experience
- Success with Task Order Assignments
- Professional Liability Insurance
- Registration Documentation
- Bid/Proposal Affidavit – Form
- Acknowledgement Of Receipt Of Addenda Form
- MBE Attachment H-1A Part 2 for Master Agreement, MBE Utilization and Fair Solicitation Affidavit for the Master Contract

**Key Team Member Resumes** should be submitted as a separate PDF (refer to Clarification #3) and **Sample Commissioning Documents** should be submitted as a separate PDF (refer to Clarification #4)

32. Note M under Construction Phase Services requests that the CxA performs periodic site walks to track progress and document deficiencies. Furthermore, walk-throughs can be coordinated to be the same day as commissioning meetings. Note P states to assume one CxA Meeting per month. Is it safe to assume one construction site visit per month or should the frequency be increased?  
**Once a month will be acceptable for a portion of the project, visits will then increase as site activity increases. This will also be on a project-by-project basis.**
33. The RFP mentions the use of an approved Cx database. Can a list of approved databases be provided?  
**There is no approved list at this time but some examples would be Facility Grid, Cx Alloy, Blurithm.**
34. When providing Key Team Member Resumes - can the same personnel be provided for both Mechanical and Electrical CxA if they have the required experience to assume both roles? A note is provided stating that dual roles is acceptable. Confirming dual roles in CxA discipline is acceptable.  
**Yes that will be acceptable if they have the applicable training/experience.**
35. Is it possible to provide a list of the incumbent contractors, or is this a new contract?  
**Incumbent contractors were provided in Addendum #1.**
36. In light of the fact the questions are being submitted prior to a National Holiday weekend, will you consider extending the proposal due date until close of business Friday Sept 12, 2025?  
**At this time, a due date extension is not contemplated – any change to the due date will be made via addendum.**
37. Under 3.1.2 Project Team, UMB requires a professional engineering license for the select Key Personnel. Will the UMB consider P.Eng certification from other states/provinces, or must they be from Maryland?  
**Other states will be accepted.**
38. On the UMB eBid Board this RFP (91187 MC), under the “Solicitation #” column, this RFP shows 6 PDF icons, but only one link. The 5 other PDF icons have no attachment. Can UBM please confirm these are placeholders, and (as of time of writing) no additional documents have been published?  
**Those are placeholders-as of the date of this Addendum #2 the following documents have been posted to the UMB eBid Board**
- RFP
  - Addendum #1-8.27.25
  - Pre-Proposal Presentation
  - Pre-Proposal Sign In
39. Who is the incumbent?  
**Incumbent contractors were provided in Addendum #1.**
40. Are we expected to have a Construction Manager as part of our team, or would the University hire one directly?

No, the commissioning firms are not expected to have a Construction Manager as part of their team.

41. Can we submit project examples of work we are currently doing with the University of Maryland or if they have to be completed and does it have to be specific to commissioning (can it investigations we have completed with the University)?  
Please refer to RFP Section 3.1.3 for requirements and preferences for Project Example submissions.
42. Can we submit completed University of Maryland work for our past project experience?  
Yes
43. For a Joint Venture proposal, does the RFP require both firms to submit project experience individually (i.e., the majority JV partner providing at least two projects and the other partner at least one), or should all projects be presented together under one combined listing?  
Firms should submit project experience separately, project experience for MEP and project experience for BE.
44. For the General Information (Section 3.1.1) requirement, should each firm in a teaming arrangement provide its own A3 sheet, or should the Prime submit one consolidated A3 that covers all partners?  
In a teaming arrangement, the Prime should submit one consolidated A3 that covers all partners.
45. If an MBE participation goal is established, is there a projected percentage? Also, during the evaluation, if no MBE goal is published, does including an MBE still count towards credit in the evaluation?  
MBE participation goals will be established on a project-by-project basis.
46. The RFP 3.1.1(III) asks for a list of active projects over \$25k. Is the intent to provide a list of ALL projects nationally or those in the DMV area? Or could we limit the list to active projects for proposed team members for the project?  
Provide active projects over \$25k in the DMV area.
47. Regarding Cx Certifications listed in Section 2 and also on page 31, does this apply to any staff on the project or does it only apply to the lead Cx Authority for the project? For example, a project manager will have a BCxP; does the individual providing design reviews or commissioning expertise on the electrical side also need a certification?  
Cx Certifications listed in Section 2 only applies to the lead Cx Authority for the project.
48. Is an MD PE required or will a PE license in another state such as PA suffice?  
Please refer to the response to Question 37 of this Addendum #2.
49. Please clarify the references that are required as mentioned on page 33. Does each individual need a reference? Should we provide references for our firm overall, or are they to be included on the 4 projects that are requested.

References should be provided for each proposed Key Personnel candidate and references should also be provided for each project.

50. Is one A3 proposal just one side of the sheet of paper? Or is it front/back?  
**One side of the sheet of paper.**
51. If sub-consultants may be needed on a particular task order, can we name them on a task order basis?  
**Yes**
52. There is a reference on PDF page 67 that states Contractor has termination rights, however in the template Master Consulting Agreement, the contract is silent. We would like to propose the following:  
"TERMINATION: Either party may terminate this Agreement for any reason or no reason, at any time during the term or any extension period, upon ninety (90) days' notice to the other party.  
**UMB will not accept this change.**
53. Under section III (PDF page 38), it states that we may request an annual increase. We would like to propose that a price increase shall be based on the Consumer Price Index.  
**Refer to Clarification #5 as well as RFP Section 3.4.1.2.**
54. In the Master Consulting Agreement section 4.0. Payments (PDF page 61), we request that additional language be added that states that approved invoices will be paid by University within 30 days of receipt to Contractor.  
**Please refer to Master Consulting Agreement Schedule 2 section 15.**
55. In the Master Consulting Agreement Section 6.0 Ownership of Documents, we would like to propose that the following language is added:  
"If University subsequently reproduces project-related documents or creates (or causes others to create) a derivative work based upon project-related documents created by the Consultant, University shall completely remove the original Consultant/professional seals, logos and other indications on the documents of the identity of the Consultant. University agrees that any future use, reuse, or modification of the Consultant's work product without retaining and maintaining the retention of the Consultant shall be at University's sole risk and without liability to the Consultant and University agrees to waive any and all claims against the Consultant and release, defend, indemnify and hold the Consultant harmless from any and all claims or liabilities arising therefrom.  
**UMB will not add this language.**
56. We would like to propose the following clause to be added to the Master Consulting Agreement  
"**Damages:** In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages."  
**UMB will not accept this change.**
57. We would like to propose the following clause to be added to the Master Consulting Agreement

" Given the varied nature of the services Consultant provides to its many clients, including variations in products, services, and geographical location, Consultant provides tailored services and pricing for each client in accordance with the bid specifications for each task order and account."

UMB will not accept this change.

58. In Exhibit A (PDF Page 65), we would like to request that the election of renewal of the Master Contract for up to two (2) additional years be made mutually between both parties.

UMB will not accept this change.

59. We would like to propose a limitation of liability clause to the Master Consultant Agreement.

"Limitation of Liability. Consultant's liability for services rendered pursuant to this Agreement shall not under any circumstances exceed the amount of Consultant's Fee. University waives all claims against Consultant arising from the services performed by other persons or entities for the Project. Consultant shall not be responsible in any way for errors or omissions contained in any drawings, specifications, or other documents prepared by other persons or entities for the Project, or for errors or omissions by others in incorporating Consultant's recommendations into drawings, specifications, or other documents prepared by other persons or entities for the Project"

UMB will not accept this change.

60. Section II.1.B: Is there a specific number of on-call Cx firms that UMB is targeting to have on hand?

No.

61. Section II.1.E.2.7: Should MBE sub-consultants be submitted as part of this RFP response, or just in TORP responses as needed?

Information on proposed sub-consultants is not required as part of this Phase 1 Technical Response.

62. Section II.2.1.3: Is a specific Online Cx Database platform preferred by UMB?

We generally use CxAlloy and have found most local contractors to be familiar with the software.

63. Section III.3.1.1.III: Should all active projects for the firm with a Cx fee over \$25,000 be included in this response, or just those local to our DMV branch?

Please refer to the response to Question 46 of this Addendum #2.

64. In the meeting, it was said that there was an opportunity to increase rates at the renewal period. Does that mean that we are locked into rates for the initial 3-year contract period?

Yes.

65. Are there expected values/percentages for the MBE goals?

No- MBE goals will be set per project.

66. Are all sections of the proposal in A3 format or just certain sections?  
**No – please refer to responses to questions 30 and 31 of this Addendum #2.**
67. Do the MEP and BE proposals need to be separate or together in the proposal? Do we submit 4 sample projects total or 4 for each?  
**The proposals should be submitted separately – proposers should submit 4 projects for each of the categories (MEP or BE) that they are submitting on.**
68. The resumes are to be submitted in a separate PDF from the remainder of the response. If we are submitting for both MEP and BE, do we submit these as 2 separate files, or do you want all resumes saved together in a single PDF?  
**Please refer to the response to Question 31 of this Addendum #2.**
69. Can you confirm that the University of Wisconsin-Madison BECxP certification is acceptable?  
**The University of Wisconsin-Madison certification is accepted.**
70. In the pre-proposal meeting, it was said that firms submitting for both MEP and BE should submit a single proposal, but include key staff resumes, projects, and commissioning documents specific to each specialty. Question 5 of the addendum states that firms are expected to submit separate proposals for MEP and BE. Can you please confirm that you need a full technical proposal for each specialty?  
**Confirmed.**
71. Question 10 of the addendum states that “the proposed Key Personnel in the technical proposal remain throughout and act in the same roles, throughout the entire contract term.” The proposed contract term is up to 5 years, during which we anticipate staff will be promoted, etc. Is there ability to reassign previously approved key staff to different roles within the contract to support positional changes? According to RFP Section II.1.E.2.6, "Any staff changes by the selected On Call firms in the submitted key personnel must be reviewed and approved by UMB's CFSA via the issuance of a contract amendment prior to any reassignments being made. UMB also reserves the right to remove any contractor from this contract." Would a formal review process be required for reassignments of this type, or only for adding new staff that had not been previously approved?  
**Yes – a formal review process would be required for reassignment as described in the question.**

72. For Section 8, can we edit this paragraph to reflect the typical cause of action for "willful misconduct" rather than "willful act or omission"? And include edits to clarify that this pertains to third party claims and covers reasonable attorney's fees?

Q: Can we edit this paragraph to reflect the typical cause of action for "willful misconduct" rather than "willful act or omission"? And include edits to clarify that this pertains to third party claims and covers reasonable attorneys fees?

## PROCUREMENT TERMS AND CONDITIONS

exceeding \$100,000.00, the terms and conditions 7.1 to 7.28 of SCHEDULE 2 as amended for this Master Agreement are attached hereto and incorporated by reference. These terms and a part of this Master Agreement.

### 8.0 INDEMNIFICATION

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

UMB will not accept this change.

73. For Sections 9.3 and 9.4, can we make these slight modifications to the language in 9.3 and 9.4? Our policies meet these requests but with blanket endorsements. It is not necessary for our carriers to issue specific endorsements.

Q: Can we make these slight modifications to the language in 9.3 and 9.4? Our policies meet these requests but with blanket endorsements. It is not necessary for our carriers to issue specific endorsements.

ance may be achieved either singularly or by combination of applicable coverages.

9.3 All policies for liability protections, bodily injury or property damage (except for professional liability insurance) must specifically name on its face, University of Maryland, Baltimore (UMB), University of Baltimore (UB), Towson University (TU), Coppin State University(CSU), University of Maryland, Baltimore County (UMBC), University System of Maryland (USM) and the State of Maryland (including their elected or appointed officials, agents and employees) as an additional insured as respects to operations under the contract and premises occupied by the Consultant provided, however, with respect to the Consultant's liability for bodily injury or property damage, such insurance shall cover and not exclude Consultant's liability for injury to the property of UMB and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of UMB.

certificate of insurance

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

language

and Workers Compensation

material

UMB will not accept this change.

74. For Section 11, can we remove this? Liquidated Damages typically apply to construction contractors, not professional engineers.

**~~11. Liquidated Damages~~**

~~Mandatory provision for those contracts deemed appropriate by the procurement officer. The Contractor agrees to prosecute the work continuously and diligently. No charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of Work as specified in this Agreement.~~

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

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

UMB will not accept this change.

75. For Section 12, can the following language be stricken?

**~~12. Variations in Estimated Quantities~~**

~~Where the quantity of a pay item in this Contract is an estimated quantity and where the actual quantity of such pay items varies more than twenty-five percent (25%) above or below the estimated quantity stated in this Contract, an equitable adjustment in the contract price shall be made upon demand of either party. The~~

~~equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the date of final settlement of the Contract, ascertain the facts and make the adjustment for extending the completion date as in his judgment the findings justify.~~

UMB will not accept this change.

76. As part of our proposal preparation, we have reviewed the Solicitation Terms and Conditions outlined in the solicitation documents. We respectfully request consideration of specific modifications to these terms, which are detailed in the following screenshots. Could you please confirm whether UMB is open to negotiating these terms prior to final submission? If so, we would appreciate guidance on the appropriate process and timeline for submitting and discussing these proposed changes.

UMB will indicate what terms and conditions changes it is willing to accept via RFP Addendum. UMB will not negotiate terms after the submission of Phase 1 Technical.

77. For Section 24, this first paragraph contradicts the indemnification clause in the contract above. Rather than edit to restate what is already addressed, can we delete this here?

#### 24. Insurance Requirements

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

UMB will not accept this change.

78. For Section 24, would the following language adjustments be acceptable?

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

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

by Contractor.

thirty (30)

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

UMB will not accept this change.

**END OF ADDENDUM #2 DATED 09/03/2025**

**Enclosed: Addenda Acknowledgment Form;**

**RFP NO.:** 91187-MC

**RFP FOR:** On Call MEP and Building Envelope Commissioning Consultant Services

**DUE DATE:** Wednesday, September 10, 2025, at or before 2:00 PM.

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

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

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

Addendum No. 1 dated 08/28/2025

Addendum No. 2 dated 09/03/2025

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

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

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

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

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_