

**REQUEST FOR PROPOSAL
FOR
ON CALL MEP AND BUILDING ENVELOPE COMMISSIONING CONSULTANT SERVICES

AT
UNIVERSITY OF MARYLAND, BALTIMORE

RFP 91187 MC**

ISSUE DATE: August 13, 2025

**PROCUREMENT/
ISSUING OFFICE**

UMB OFFICE OF CONSTRUCTION FACILITIES STRATEGIC
ACQUISITION
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

IMPORTANT NOTE: Prospective proposers who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

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

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SOLICITATION SCHEDULE

ISSUE DATE:	August 13, 2025
PRE-PROPOSAL CONFERENCE DATE:	Wednesday, August 20, 2025 at 1:00pm
PRE-PROPOSAL CONFERENCE LOCATION:	<p>Microsoft Teams Need help? Join the meeting now Meeting ID: 292 974 772 489 4 Passcode: 4vT7ws7Z</p> <p>Dial in by phone +1 443-409-5274, 96793301# United States, Edgewood Find a local number Phone conference ID: 967 933 01# For organizers: Meeting options Reset dial-in PIN</p>
QUESTIONS REGARDING SOLICITATION DUE:	Wednesday, August 27, 2025 on or before 2:00 PM
PHASE 1 TECHNICAL PROPOSAL DUE:	Wednesday, September 10, 2025 or before 2:00 pm (to be submitted electronically)
PHASE 2 TECHNICAL PROPOSAL DUE:	<p>Tuesday, October 14, 2025 on or before 2:00 pm (to be submitted electronically)</p> <p><i>These are optional and may be held at the University's sole discretion</i></p>
INTERVIEW ORAL PRESENTATION SESSIONS FOR SHORT LISTED FIRMS	<p>Thursday, October 16, 2025</p> <p><i>These are optional and may be held at the University's sole discretion</i></p>
Price Proposal Due Date:	<p>Tuesday, November 4, 2025 at or before 2:00 PM</p> <p><i>(to be submitted electronically by only the final shortlisted Proposers; Refer to Section III, Article 5)</i></p>
UMB Notifies Selected Firms:	Anticipated by November 6, 2025
Master Contract executed by selected Firms:	November 20, 2025 (Projected)
Board of Public Works Approval:	January 7, 2026 (Projected)
Contract Commencement:	January 8, 2026 (Projected)

END OF SOLICITATION SCHEDULE

SECTION I:
GENERAL INFORMATION

SECTION I: GENERAL INFORMATION

1. Summary:

1.1 The purpose of the On Call Mechanical/Electrical/Plumbing and Building Envelope Commissioning Consulting Services Request for Proposal (RFP or Solicitation) is to procure MEP and BE Consulting Services (MEP/BE) on an 'on call as needed basis for the University of Maryland, Baltimore (UMB).

The resulting contracts will be primarily utilized by UMB and the other USM institutions within the Baltimore Region, however, any USM institution may utilize the resulting contracts. UMB's Office of Strategic Sourcing and Acquisition Services – Construction and Facilities Procurement will manage the resulting master contracts and, in most cases, UMB's Office for Facilities and Maintenance will manage the subsequent task orders, unless delegated by UMB to another USM institution. For a profile of the UMB see <https://www.umaryland.edu/>. For a campus map go to <http://www.umaryland.edu/maps/>.

USM Client institutions served by the University of Maryland, Baltimore in the Baltimore Region include the University of Maryland, Baltimore County (UMBC), Coppin State University (CSU), Towson University (TU), and the University of Baltimore (UB).

The University System of Maryland (USM) is the state's public higher education system. USM's 12 institutions, 3 regional higher education centers, and system office work closely together to leverage their collective expertise and resources, share best practices, increase the system's effectiveness and efficiency, and advance USM's mission to improve the quality of life in Maryland. For information regarding the other USM institutions, see www.USMD.edu and <https://www.usmd.edu/institutions/>

Note: For purposes of this Solicitation, in the instances where another USM institution is managing a task order, all references to "UMB", with the exception of the management of the Master Contract, shall mean the applicable USM institution.

Refer to Section II for further information regarding the scope of services.

1.2 Multiple Master Contract awards are anticipated. Multiple awards will be made in each of the categories of commissioning. **Consultants may be awarded a Master Contract in one or both commissioning categories. Consultants are to indicate which category(ies) they are submitting a Proposal.**

The resulting contract will be a master contract ("Master Contract") that will include the awarded Consultant's hourly rates for various commissioning services with general terms and conditions applicable to all commissioning task orders made under the Master Contract. It is the intent of UMB that a contract in the form attached hereto as Attachment C be issued to and executed by the successful Consultants. (Refer to Solicitation Section I, Paragraph 9. for further information.) Upon the award of the Master Contract, the awarded Consultants will deal directly with the appropriate staff at UMB (or the applicable institution.) regarding the specific commissioning consultant services needs. By utilizing the Master Contract, other USM Institutions agree to substantially accept the terms and conditions of the Master Agreement.

1.3 Services are to be provided as end-to-end or outcome based assignments/project based commissioning services in response to Task Order Request for Proposals (TORP) pursuant to an award of a Master Contract. UMB will conduct the TORP process as it deems in its best interest. A general Task Order Request for Proposal process is included in this Solicitation in Section II, Paragraph 3, however, UMB will have the flexibility to adapt this process to meet its needs.

Refer to Section II Scope of Work for further details.

1.4. Response to this RFP will consist of:

- a. Technical Proposal (inclusive of potential Oral Presentation for shortlisted firms only), and,
- b. Price Proposal (finalist firms only)

See Section III for further details regarding the proposal requirements and procurement phases.

1.5 Upon selection of the Master Consultants, a UMB non-exclusive contract (See Attachment C for the Master Contract) will be issued to and executed by the successful firms. Upon receipt of applicable approvals, the Master Contract will be fully executed by UMB. All Proposers are advised that UMB makes **no guarantee** that any task orders will be issued or any minimal dollar amount will be spent under the resulting Master Contract. However, UMB anticipates that it will elect to utilize the resulting Master Contract(s) for a variety of commissioning assignments and projects due to the ease of using such Master Contract(s) including, but not limited to, favorable pricing.

1.6 UMB anticipates the recommendation of the award to external approving bodies and Master Contracts to be in place with the successful Proposers per the Solicitation Schedule. Shortly thereafter, UMB may begin procuring Task Orders via the Task Order Request for Proposal (TORP) implementation procedures for MEP and BE Commissioning engagements.

2. Solicitation Terms and Conditions: In addition to this Section I, refer to Attachment D for the governing terms and conditions of this Solicitation.

In accordance with Attachment D, the Issuing Office shall be the **sole** point of contact with the UMB for purposes of questions from potential Proposers as well as the preparation and submittal of proposals in response to this solicitation. For ease of reference, below find the Issuing Office contact information:

University of Maryland, Baltimore
Construction and Facilities Procurement

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

Point of Contact: Michelle Compton (mcompton@umaryland.edu)

The UMB Procurement Officer is:

Jack Mumma
Executive Director, Procurement Officer
Construction & Facilities Strategic Acquisitions
University of Maryland, Baltimore
jmumma@umaryland.edu

3. Proposal Closing Date/Due Date and Time:

3.1 Technical Proposal: The Technical Proposal is to be provided to the Issuing Office in accordance with this paragraph, the Solicitation Schedule, and Attachment D. Technical Proposals are to be submitted electronically. Proposals are to be emailed to: proc-oncallbids@umaryland.edu The subject line of your email: **08/13/2025 RFP 91187-MC MEP and/or BE Cx [Your Company Name]** The University prefers electronic PDF format that are organized with bookmarks.

- **PLEASE INDICATE ON THE EMAIL LINE WHAT CATEGORY YOUR FIRM IS SUBMITTING FOR – MEP Cx, or BE Cx, or MEP and BE Cx.**

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

3.2 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, (25 MB)**, Proposers may need to submit multiple files. Proposers should allow for extra time to ensure email delivery.

3.3 Refer to the Solicitation Schedule and Section III of the RFP for information regarding subsequent submittals during the procurement process.

Note: No pricing is to be provided in the Technical Proposal submittal. Price Proposals will be requested only of the shortlisted Proposers upon completion of the evaluation of Technical Proposals.

4. Contractual Agreement.

The Master Contract to be entered into as a result of this RFP (the “Master Contract” or “Contract”) shall be by and between the proposer as Consultant and UMB in the form of a Master Contract and shall contain the mandatory provisions included herein in Attachment C as well as any additional terms required by USM or the State of Maryland. By submitting an Offer (i.e. the firm’s Technical and/or Price Proposal, either individually or collectively, is/are considered an Offer), the Consultant warrants that they have reviewed Attachment C and will execute a contract a) in substantially the same form and b) with these mandatory terms and conditions upon request by UMB. The awarded Master Consultants should not assume that any term and condition of the Master Contract is negotiable.

The terms and conditions of the Master Contract shall apply to all subsequent task orders. UMB’s Procurement Officer, at his/her sole discretion, may allow negotiation of terms and conditions in the Master Contract related to a specific task order. The awarded Master Consultants should not assume however that any term and condition of the Master Contract is negotiable at the task order level.

Subsequent to the signing of the Master Contract, the UMB may also require the signing of a Task Order Contract or Agreement (TOC or TOA) that is specific to the MEP and/or BE Commissioning Consultant Services engagement services to be provided by the Consultant. The TOC or TOA may contain specific mandatory terms and conditions applicable to the specific task order scope of work.

For accounting purposes only, UMB may also issue a purchase order to the awarded Master Consultant for each TOC.

5. Terms of the Contract:

Any contract arising from this RFP action shall commence on the date the Master Contract is executed on behalf of UMB, or such other date as UMB and the Consultant shall agree. The Master Contract will be for the Scope of Work as defined in Section II of the solicitation documents.

The Master Contract is anticipated to commence per the Solicitation Schedule for three (3) years. (The “Term”). Thereafter, UMB, at its sole discretion, may elect to renew the Master Contract for up to two (2) additional years. (the “Renewal Term”).

The UMB, at its sole option and with thirty (30) days’ notice to the Consultant, may elect to discontinue the Master Contract at any time during the Term of the Master Contract with no further obligations to the Consultant and with no penalty. As well, UMB may elect, at its sole option, and with thirty (30) days’ notice, discontinue any task order done under a Master Contract with no further obligations to the Consultant and with no penalty. If the UMB elects to discontinue the Master Contract or a Task Order Contract, a summation of work in progress will be made and a mutual agreement as to how to finalize this work in progress will be made.

Any task order that commences during the Term of the Master Contract may be completed under the Master Contract terms and conditions and/or the Task Order Contract terms and conditions, even if the completion date of the Task Order is subsequent to the termination and/or expiration of the Master Contract.

6. Acceptance of Terms and Conditions.

By submitting an Offer in response to this RFP, a Consultant shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the contract by reference. Refer to the Master Contract in Attachment C for the order of precedence of documents.

END OF SECTION I

SECTION II
SCOPE OF WORK/REQUIREMENTS

SECTION II

SCOPE OF WORK/REQUIREMENTS

1. General Information:

A. INSTITUTIONAL PROFILES

University of Maryland, Baltimore

Founded in 1807 as the Medical College of Maryland, the University of Maryland, Baltimore campus, is the oldest of the eleven collegiate institutions which comprise, along with several specialized centers, the statewide University System of Maryland. Within the context of the USM at large, UMB is the State of Maryland's principal professional schools' campus and medical center. Within the campus precinct in Baltimore, the university component is comprised of the seven University of Maryland Schools of Medicine, Pharmacy, Nursing, Law, Social Work, the Dental School and the Baltimore Graduate School; the Thurgood Marshall Law Library; and the Health Sciences and Human Services Library.

In addition to the University, the campus also incorporates the related but independent University of Maryland Medical System Corporation (UMMS, which includes a 746-bed tertiary care hospital, the Shock Trauma and Cancer Centers, and the Maryland Institute for Emergency Medical Services Systems), and a 324-bed Department of Veterans' Affairs Medical Center.

Located on the western edge of Baltimore's central business district, a daily campus population of over 20,000 people engage in professional education, advanced research and health care services of a statewide, regional and national scope with an annual economic impact over \$1 billion.

Within the general campus of 16 city blocks, the physical plant particular to the University, occupies 1,410,975 nasf (net assignable program square feet) within a total of 4,117,710 gsf (gross building square feet).

Coppin State University (CSU):

Founded in 1900, Coppin State University, an urban, comprehensive, Historically Black Institution (HBI) located in Baltimore, Maryland, offers quality undergraduate and graduate programs in teacher education, the liberal arts, mathematics, sciences, technology, and professional disciplines. The University provides educational access and diverse opportunities for students through excellence in teaching, research, and community engagement thus preparing analytical, socially responsible, lifelong learners. Coppin State University builds on a rich legacy of empowering students, promoting community revitalization, and strengthening relationships with local, national, and global partners.

Towson University (TU):

Founded in 1866, Towson University is recognized among the nation's best regional public universities, offering more than 100 bachelors', master's and doctoral degree programs in the liberal arts and sciences, and applied professional fields. With more than 20,800 students, Towson University is the second-largest public university in Maryland. As a metropolitan university, Towson combines research-based learning with practical application. Our many interdisciplinary partnerships with public and private organizations throughout Maryland provide opportunities for research, internships, and jobs. Located in suburban Towson, eight miles north of Baltimore, the campus is comprised of 329 acres, 55 buildings, over 6 million square feet of space, 5,910 on campus beds, and approximately 7,600 parking spaces.

University of Baltimore (UB):

The University of Baltimore dates to 1925 when a private institution was established to offer part-time, evening courses in business and law. During the mid-twentieth century, the mergers of several private schools created the institution now known as University of Baltimore and became part of the University of Maryland System in 1988.

The University of Baltimore (UB) serves undergraduate, graduate, and professional students at the freshman, sophomore, junior, and senior year levels. Located in Baltimore's Mount Royal cultural district, UB offers graduate and professional programs in such fields as law, business, publications design, and public administration. Facilities are a mixture of recent new construction intermingled with older commercial and row house structures, some with historic value.

University of Maryland, Baltimore County (UMBC):

Founded in 1966, the present research university offers 60 undergraduate majors, 70 minors and 36 certificate programs in the physical and biological sciences, arts and humanities, sciences and engineering, and mathematics. The Graduate School offers 38 master's, 25 doctoral programs and 29 graduate certificate programs in education, engineering, emergency health services, imaging and digital arts, information technology, aging services, life sciences, psychology and public policy. The current enrollment is approximately 13,600 students. The facilities on its suburban Catonsville campus consist of over four million gross square feet of space on 512 acres.

B. ON-CALL COMMISSIONING FIRMS

The scope of services for this Solicitation is for qualified commissioning consultants to provide MEP and/or BE Commissioning assistance and expertise to UMB on an 'as needed on call' basis.

Proposers must be able to provide expertise in all of the elements of MEP and/or BE Commissioning (dependent on which category or categories the Proposer desires to be considered for an award) based on the best national practices and certifications. The University prefers that Proposers have experience in providing commissioning services to higher education, academic health center, campus multi-building complexes, or similar market. Proposers are to be able to provide ongoing on-call services related to commissioning services, such as, but not limited to the examples in this Section II.

Successful responding firms will be expected to be capable of supplying fully qualified individuals, typically with strong commissioning certifications as well as a background in services for educational institutions (or similar) experience, on relatively short notice. The Proposers must be able to demonstrate significant levels of experience in commissioning plans and implementations.

C. CONTRACT TERM:

The initial contract term is for three (3) years with the University retaining the sole option to renew these contracts for one (1) additional two-year (2) renewal option.

D. CONTRACT AMOUNT:

It is UMB's intent that all awarded Master Consultants receive a reasonable level of the available commissioning work, however, there is no guarantee of a minimum dollar amount or number of projects to any Master Consultant. There will be no limit on the scope of each Task Order, however, UMB's CFSA will monitor the spend associated with each Master Consultant.

E. USE OF MASTER CONTRACTS BY UMB

Requested Services may be provided ranging from ‘complete start to finish and ready for use’ to smaller projects and ad-hoc services that supplement or enhance internal resources. Master Contracts will result from this solicitation with subsequent Task Order Contracts and/or Purchase Order agreements awarded. At the completion of the evaluation by UMB of Task Order Request for Proposal (TORP) responses, the selected Master Consultant will be issued a Task Order Contract (TOC) and/or a Purchase Order (PO) by UMB. The TORP may be presented as a detailed Statement of Work or as a business problem requiring respondents to prepare and submit a detailed proposal stating the respondents’ intended action plan to result in a solution to the business problem presented. The Consultant will be expected to provide leadership and supervision for its personnel and/or sub-consultants assigned to a resulting TOC engagement while collaborating with a designated UMB point of contact.

Work may be done full time or part time, on a fixed fee basis, not-to-exceed fee basis, or Time and Materials basis. Work may be done on-premises or remotely at the discretion of UMB. UMB’s Task Order Request for Proposal (TORP) will specify the pricing format parameters.

It is UMB’s expectation that the Key Personnel proposed in the Consultant’s Technical Proposal submitted in response to this Solicitation be assigned to UMB. However, on a task order by task order basis, as well as during the duration of the Term or any Renewal Term(s) of the Master Contract, UMB may request additional staff positions, **or** the Master Consultant may propose to UMB to add additional Key Personnel from those originally proposed in its Technical Proposal and/or additional staff positions, as may be applicable and/or appropriate. **It is the responsibility of the Master Consultant to advise in writing UMB’s Procurement Officer prior to such changes or assignments occurring** so that UMB has reasonable time to evaluate the qualifications including, but not limited to, checking references of other owners of the newly proposed Key Personnel. Upon approval by UMB, an Amendment to the Master Contract will be executed by both parties.

Generally, UMB will follow this process, although UMB may adapt this process to meet the specific needs of a specific commissioning task and/or to comply with its procurement policies and procedures.

1. Rotations for Projects \$100,000 and Under:

- a. Rotation will commence with the awarded Cx who achieved the highest total ranking in this procurement with rotation continuing in order with the other awarded firms based on technical score.
- b. The University reserves the right to award a specific project task order out of the rotation should there be special circumstances which the University deems appropriate
- c. The On Call Cx firm agrees to provide written documentation to CFSA if declining a project.
- d. The University reserves the right to review/approve submitted subcontractors and/or submitted personnel on a task order basis. It is expected that proposed personnel comply with the requirements provided in the labor category definitions as provided in this solicitation.
- e. The University reserves the right to review and approve specialty subconsultants where individual labor categories and labor rates have not been set. It is expected that the labor rates for specialty subconsultants will be reasonable.
- f. The University reserves the right to request information from an On Call Cx firm for review and evaluation for specialized projects to determine the appropriateness of the particular Cx firm for such work (i.e., fitness center, etc.)

- 1.1 The University’s representative will contact the On Call Cx firm, schedule a meeting and site visit and provide the firm with a written scope of work.

- 1.2 The On Call Cx firm is to provide the University representative with a fee proposal for the specific task order based on the Cx scope of work and this contract. This proposal shall be in accordance with the University's format and presented within fourteen (14) calendar days from the proposal meeting. If the revised and or final proposal is requested by the University, it is due within seven (7) calendar days after the University's request. **The University also reserves the right to request resumes for proposed Cx staff that are proposed on the project.**
 - 1.3 The University will review the firms proposal based on the quoted hourly billing rates, position, and estimated hours and tasks. The University will negotiate accordingly with the On Call Cx firm. The Cx firm may have the maximum of three (3) submittals on any on call negotiation, base, revised and final offer. Should the University find that negotiations will not be successful or the Cx fails to submit proposal(s) in a timely manner, the University may elect to terminate said negotiations and contact the next On Call Cx firm in the rotation.
 - 1.4 Upon completion of successful negotiations, the Cx fee proposal will be the lump sum compensation to be provided to the Cx by the University, excepting any items for which a not-to-exceed allowance may have been established in the proposal.
 - 1.5 The University will issue a Purchase Order to the On Call Cx firm.
 - 1.6 At any time the University may elect to not award a rotation.
2. **Task Order Request for Proposal (TORP) Process for Projects Over \$100,000: The TORP process will generally be handled as follows:**

2.1 Scope of Work and Proposals:

As the need for MEP or BE Commissioning Services arises, generally, UMB's Office for Facilities and Maintenance ("UMB Facilities"), under the guidance of and collaboration with UMB's CFSA ("UMB Procurement"), will contact a minimum of two, although more is preferable, Master Consultants (if available) in the applicable Commissioning category. However, at its sole discretion, UMB may contact a single Master Consultant if it is determined by UMB to be in its best interest. UMB will provide an appropriate staff person to serve as UMB's point of contact during the TORP Process:

- (1) Written scope of work for the requested services inclusive (at a minimum) of:
 - a. High level functional requirements or business issue to be resolved;
 - b. Required schedule for the start and completion of the engagement; and,
 - c. A detailed Statement of Work or a business issue/problem;
- (2) UMB Facilities, in collaboration with other applicable and appropriate UMB representatives, will develop a written TORP that may require the following technical/qualifications and price criteria to be addressed by the Master Consultants:
 - a. Methodologies to be utilized to provide the requested Service(s) required with qualifications; recommended project management/work plan that may include but is not limited to: specific deliverables and timelines for their successful completion; criteria for evaluation and acceptance of key milestones; communication plans; assessments and implementation plans as applicable; as well any other project activities that may be specifically required in the TORP document.
 - b. Staffing Plan for providing the required services. Such plan may include, but is not limited to, the executive management, project management, technical staff, etc., and summary of the proposed staffs' expertise. If requested, references of similar projects are to be provided for the

- proposed staff so that UMB may, if it so chooses, check references of the proposed staff.
- c. Similar firm experience with other educational customers/clients including contact information so that UMB may, if it so chooses, check references.
 - d. Utilization of Subcontractors, if any, that are proposed to provide some of the required services. If subcontractors will provide some or all of the required services, UMB may request references of the subcontractors; past working relationships with the Master Consultant; firm experience, MBE status/allocation, etc. to be provided for the subcontractor. (Per Attachment D - Procurement Terms and Conditions, UMB intends to set a MBE goal and/or subgoals for those projects over \$100,000 and reserves the right to set an MBE goal for any commissioning projects \$100,000 or less)
 - e. A schedule of tasks and level of effort to ensure that the required time frame to complete the work in accordance with UMB's scope,
 - f. If a task order includes subcontracting of services by the Commissioning consultant, an MBE subcontracting goal may be established by the UMB with, a statement indicating the MBE percentage commitment for the project (Note: Consultants are encouraged to seek Maryland State Certified MBE's to participate in the resulting Task Orders.) If an MBE goal is set for a specific TORP, the H-1A MBE Participation Schedule form in Attachment H will be required to be completed and submitted as specified in the TORP, and,
 - g. Quoted price which may be: a) lump sum fee; b) not-to-exceed price for the services (dependent on the requirements within UMB's scope of services); or c) time and material estimate.
 - a. The UMB will request a breakdown of the quoted price by staff position, name of assigned personnel for each staff position, task hours for each staff person, and billable hourly rate (Master Consultants are required to apply the quoted maximum or better hourly rates for the proposed staff as established and specified in their Master Contract with UMB.)

Note: In addition to the information noted above, the UMB reserves the right to request additional information from the Master Consultants as it deems appropriate for the scope of services. In such instances, this request will be included in the TORP issued by the UMB.
- (3) UMB may conduct a pre-proposal meeting, if applicable, with the invited awarded Master Consultants.
 - (4) The Master Consultants will provide to the UMB's designated staff person a Task Order Request for Proposal ('TORP') for the requested services that addresses the specified technical and price criteria.
 - a. **Evaluation of TORPs:** The evaluation criteria and evaluation process is solely at the UMB's discretion and will be included in the requirements and/or scope of work for the related Task Order Request for Proposal (TORP) issued by the UMB. The UMB will establish an Evaluation and Selection Committee ("Committee") that will be responsible for the review and evaluation of the Task Order Proposal responses received. The UMB will evaluate the Task Order Proposals for, but not limited to, cost advantage, proposed assigned key personnel's expertise and time commitment, firm experience and expertise, references of the firm and/or

key personnel, MBE commitment, ability to meet the required schedule, ability to provide the scope of services, etc.

As part of the evaluation, the Committee may request interviews of proposed Master Consultant team members and/or discussions with the Master Consultants.

Following the evaluation of the proposal, including any applicable interviews and/or discussions, an award will be made by the UMB to the Master Consultants(s) with the most advantageous proposal.

The award will be based in accordance with TORP and may be based:

- i. solely on price with the lowest responsive and responsible cost receiving the award;
- ii. on a combination of technical and price evaluation/ranking,
- iii. solely on technical expertise, followed by the UMB negotiating a fee with the top ranked Consultant. In the event of unsuccessful negotiations, the UMB may discontinue negotiations with the top ranked firm and proceed to the next rank, and so forth, or
- iv. on a single basis if deemed in UMB's best interest

- b. **Award of a Task Order:** Dependent upon the Services to be provided or the nature of the assignment/engagement, a Task Order Contract (TOC) and Purchase Order (P.O.), or solely a Purchase Order will be issued by the UMB to the successful Master Consultant for each specific task order. The business terms and conditions of the Master Contract will apply unless specifically revised, at the UMB's sole discretion, for a specific Task Order Contract.

The Master Consultant will be expected to provide leadership and supervision for its personnel and sub-consultants assigned to a resulting TOC engagement while collaborating with a designated UMB point of contact.

(5) List of Commissioning Certifications: It is UMB's expectation that the staff assigned to UMB for any task order will have one or more of the following certifications:

- Building Commissioning Association (BCA) – Certified Commissioning Professional (CCP)
- AABC Commissioning Group (ACG) – Certified Commissioning Authority (CxA)
- University of Wisconsin Commissioning Certification
- Association of Energy Engineers (AEE) – Certified Building Commissioning Professional (CBCP)
- National Environment Balancing Bureau (NEBB) Commissioning Process Professional (CxPP)
- American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) – Building Commissioning Professional (BCxP)
- International Institute of Building Enclosure Consultants (IBEC) – Certified Building Enclosure Commissioning Provider (CBECxP)
- Any other commissioning certifications not listed will be considered

3. It is anticipated that projects issued off of this On Call Contract will not have fees that exceed \$1,000,000.00. A typical project is anticipated to have fees between \$10,000 and \$200,000, however this

On Call Contract may also be used for support of larger capital projects with fees greater than \$200,000. Please refer to RFP Section II.2.5 for information on typical projects.

4. All communications on awarded task orders by the On Call Cx firm are to be directed to the designated University's Project Manager only. All instructions, directions, and information will be by the designated University's Project Manager **only**.
5. All change order work shall **not** proceed until an additional Change Order Notice has been issued by CFSA confirming this additional work and the applicable additional cost.
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.
7. **The MBE participation for this procurement will be set per task order. An overall MBE subcontractor participation goal may be set for any task order over \$100,000 and subgoals may be set for any task order over \$200,000.** The Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet any potential goals that may be set at the task order level.

2. SCOPE OF SERVICES/WORK TO BE PERFORMED

2.1 MEP Commissioning Scope of Work

Acronyms "Cx" and "CxA" as used in this Section II.2.1 means MEP Commissioning Agent.

All commissioning shall be performed in accordance with ASHRAE Guideline 0-2013 and ASHRAE Guideline 1.1-2007 for HVAC&R Systems.

1. Design Phase Services

- a. Design Phase Kickoff and Scoping Meeting
 - i. UMB
 - ii. CxA
 - iii. A/E
 - iv. CM
- b. Write the Commissioning Plan based on project requirements.
 - i. Provide draft for review at 50% design document phase.
 - ii. Provide final Plan for inclusion in the design documents at 100% submission.
 - iii. UMB Cx Plan Table of Contents and/or Master Cx Plan will be provided [is located on the university website]
 - iv. Prepare Commissioning Specifications
- c. Review Owner's Project Requirements (OPR) document at start of design review
 - i. Coordinate with owner to confirm that Owner's Project Requirements stated in the project Program document are still accurate.
 - ii. Organize meeting with owner if changes are required to OPR.
- d. Review Owner's Project Requirements with owner after bid documents are complete.
 - i. Note any changes made during design.
- e. Review Basis of Design (BOD) document
 - i. BOD shall be generated by the A/E
 - ii. CxA shall review BOD against OPR to confirm that design complies with owner requirements
- f. Perform Cx Design Reviews of the design documents at Design Development, 50% CD and 95% CD stages with a backcheck of the 100% CD package.

- i. LEED v4 Requirement: CxA needs to be brought on prior to end of DD and a DD review is needed
 - g. Attend Design Review Meetings (x7 or x4) [UMB Campus Projects require External & Internal Review Meetings, Other Campuses are only External Review Meetings (4 meetings total)]
 - i. There will be two design review comment meetings at each reviewed submission (DD, 50% CD and 95% CD).
 - 1. First meeting will be to discuss the design review comments internally amongst UMB Reviewers, UMB O&M, 3rd Party CxA and the User. The purpose of this meeting is to vet out comments prior to submitting to the design team.
 - 2. Second meeting will be to discuss the vetted design review comments externally amongst the project team and design team.
 - ii. The following entities shall attend the Internal Design Review Comment Meeting:
 - 1. UMB D&C – PM, Reviewers, Cx Manager
 - 2. UMB - User, O&M Representatives
 - 3. CxA
 - iii. The following entities shall attend the External Design Review Comment Meeting to resolve all open Design Review comments:
 - 1. A/E
 - 2. CM
 - 3. CxA
 - 4. UMB D&C – PM, Reviewers, Cx Manager
 - 5. UMB – User, O&M Representatives
 - h. Organize Control Integration Meeting
 - i. CxA shall coordinate with Owner to schedule a Control Integration Meeting to discuss integration issues between equipment, systems, and disciplines to ensure that integration issues and responsibilities are clearly described in the design documents.
 - ii. The following people shall attend the Control Integration Meeting:
 - 1. UMB
 - 2. UMB Facilities Representative
 - 3. CxA
 - 4. A/E
 - 5. CM
 - 6. ATC Contractor (if on board)
 - i. Generate Cx specification sections:
 - i. 01 91 00 General Commissioning Requirements
 - ii. 22 08 00 Commissioning of Plumbing Systems
 - iii. 23 08 00 Commissioning of HVAC Systems
 - iv. 26 08 00 Commissioning of Electrical Systems
 - j. Respond to commissioning related questions generated during the estimating and value engineering portion of design. It is not expected for the CxA to attend these meetings, but the UMB Cx Manager may seek input from the CxA if any value engineering items have an impact on commissioning.

2. Bid Phase Services

- a. Respond to Questions and RFIs generated during Bid Phase.
- b. Any allocated time not used will be transferred to construction phase commissioning.

3. Construction Phase Services

- a. The use of an online Cx database for the project team to track commissioning progress, to execute commissioning checklists and store relevant documentation is preferred.
- b. Review and Update Cx Plan and Owner's Project Requirements at the start of construction.
- c. Lead Commissioning Kick-Off Meeting with Construction Cx Team

- i. At a minimum, the following people shall attend the Cx Kick-Off Meeting
 - 1. UMB Representatives – D&C, O&M, User
 - 2. CxA
 - 3. CM
 - 4. HVAC Subcontractor
 - 5. ATC Subcontractor
 - 6. Electrical Subcontractor
 - 7. TAB Subcontractor
 - ii. Kick-off Meeting shall include Cx requirements during the Construction Phase and Requirements for the Controls Review and Meeting.
- d. Coordinate and Direct Cx Activities as described in the Cx Plan with Owner, Construction Manger (CM) and Subcontractors.
- e. Review submittal register and identify submittals which require a Cx review.
- f. Review Product Submittals for equipment in Cx Scope concurrently with Engineer of Record.
- g. Review ATC Submittal
- h. Organize Controls Coordination Meeting
 - i. Controls Coordination Meeting shall be scheduled after ATC submittal has been reviewed, but prior to release of ATC for manufacture.
 - ii. The following people shall attend the Controls Coordination Meeting to confirm that all systems associated with the building systems will operate per the design documents and the Owner's Project Requirements:
 - 1. UMB Representatives – D&C, O&M, User
 - 2. CxA
 - 3. CM
 - 4. ATC Contractor
 - 5. HVAC Manufacturer Representative [if packaged controls are used]
 - 6. HVAC Contractor
 - iii. All issues shall be resolved and submitted as part of the final ATC shop drawings.
 - iv. CxA shall confirm in the field that the ATC technicians are using the final approved ATC submittal.
- i. Generate and Update Commissioning Issues Log
 - i. Issues Log shall be updated after each phase of testing
 - ii. CxA shall upload Issues Log to E-Builder after each update
 - iii. As noted above, keeping a live online issues log is preferred
- j. Write Functional Performance Tests based on approved submittals.
 - i. FPTs shall include all design sequences in the approved ATC submittal.
- k. CxA shall post all Cx Documents on E-Builder or approved online Cx database for access by all Cx Team Members
 - i. Cx Team shall post required Cx documents throughout the construction and testing process, including the following documents:
 - 1. Meeting Minutes
 - 2. Commissioning Log
 - 3. Start-up Checklists by CM
 - 4. Pre-Functional Checklists
 - 5. Functional Performance Test Procedures
 - 6. Issues Log
 - 7. Current Cx Plan
 - ii. CxA shall post all commissioning documentation to E-Builder at the end of the project for final record.
 - iii. The use of an online Cx database is preferred
- 1. Inspect and verify installation of equipment included in Cx Scope for workmanship and required clearances.
 - i. Observe and note LEED IAQ requirements are being met.

- ii. Report deficiencies immediately to CM and Owner.
- m. Perform periodic walk-throughs to witness a sample of field quality control testing and review installation of MEP equipment. These visits shall be coordinated with the project team and UMB Cx Manager. These walk-throughs can be coordinated to be the same day as commissioning meetings. It is expected for the CxA to review installation of piping, ductwork, and electrical wiring as construction progresses to identify issues early rather than after all equipment has been installed. These installation inspection visits should start once piping and ductwork has started to be installed and should continue until equipment is started up. These visits are in addition to visits for functional performance testing.
- n. Perform functional testing of equipment using during construction.
 - i. Include water treatment and recommended preventative maintenance requirements.
 - ii. Final FPTs of the equipment shall be done at the end of the project as part of the regular operation of the equipment as designed.
- o. Verify performance of installed equipment included in Cx Scope.
- p. Plan and Conduct Commissioning Meetings and Distribute Meeting Minutes. Assume one meeting per month outside of FPTs. Once equipment has been installed, started, and gone through pre-functional testing, the frequency of meetings shall increase to bi-weekly and eventually weekly during the functional performance testing period. Quantity of meetings will be set depending on the duration of construction and specific project schedule.
 - i. Cx Meeting schedule will be determined by CxA in coordination with Owner and CM.
 - ii. As much as possible, Cx Meetings shall be scheduled to occur directly after Construction Progress Meetings to limit required travel by team members.
 - iii. The early commissioning meetings can be performed remotely but the desire is for commissioning meetings to be held in person as construction progresses.
- q. Review Construction Progress Meeting Minutes to keep apprised of significant equipment installation milestones and project schedule. Attendance at these meetings is not required unless requested by the UMB Cx Manager.
- r. Review Start-up Documents provided by Contractors and Manufacturers prior to use during equipment start-up.
 - i. Contractor shall submit Start-up Documentation as a regular submittal.
- s. Write and Distribute Pre-Functional Checklists for Commissioned equipment
 - i. Checklists will be executed by the installing contractors
 - ii. Pre-Functional Checklists shall be uploaded to E-Builder
- t. Witness Start-up of Selected Equipment
 - i. CxA shall generate a list of equipment that require manufacturer start-ups as per the specifications.
 - ii. CxA shall select equipment start-ups to witness with the UMB Cx Manager. Selected equipment shall be major equipment only:
 - 1. Chillers
 - 2. Generator
 - 3. AHU's
- u. Review Start-up Documentation of all Equipment
 - i. CM shall upload completed start-up checklists and documentation to E-Builder
- v. Review Pre-Functional Test Reports
 - i. CM shall upload completed Pre-Functional Test checklists and documentation to E-Builder
 - ii. Perform sample verification of the pre-functional checklists as necessary
- w. Perform TAB Verification
 - i. Cx shall review pencil copy of TAB Report
 - ii. Cx and TAB contractor shall perform TAB verification of 20% of reported values. Include both air and water side systems.
- x. Develop a list of points for the ATC subcontractor to trend.

- y. Review Trend Logs prior to start of Functional Performance Tests.
- z. Review final point-to-point inspection reports
- aa. Direct, Witness, and Document Functional Performance Tests
 - i. Assist, witness, test and document Functional Performance Tests of all equipment in Cx Scope.
 - ii. Testing shall be done by installing contractors.
 - iii. Testing shall be done under normal and emergency power.
- bb. Direct Retesting of failed systems.
 - i. CxA shall include an allowance of 10% testing hours for retesting and performance of functional performance tests.
- cc. Perform Off-Season Testing
 - i. HVAC equipment shall be tested during both heating and cooling season.
- dd. Verify Owner Training by CM
 - i. The CxA shall create a training and demonstration matrix to assist the CM and UMB schedule and execute the training process.
 - ii. CM shall upload Training Documentation to E-Builder or approved online portal. This will include sign-in sheets from training classes.
 - iii. Attendance at training sessions is not required.
- ee. Review O&M Manuals
 - i. O&M Manuals shall include complete Preventative Maintenance Plan generated by CM.
- ff. Write Commissioning Report
- gg. Current Facilities Requirements and Operations & Maintenance Plan
 - i. Coordinate with the contractor, facilities staff, and design team to prepare and maintain a current facilities requirements and operations and maintenance plan that contains the information necessary to operate the building efficiently. The plan must include the following:
 - ii. a sequence of operations for the building;
 - iii. the building occupancy schedule;
 - iv. equipment run-time schedules;
 - v. setpoints for all HVAC equipment;
 - vi. set lighting levels throughout the building;
 - vii. minimum outside air requirements;
 - viii. any changes in schedules or setpoints for different seasons, days of the week, and times of day;
 - ix. a systems narrative describing the mechanical and electrical systems and equipment;
 - x. a preventive maintenance plan for building equipment described in the systems narrative; and
 - xi. a commissioning program that includes periodic commissioning requirements, ongoing commissioning tasks, and continuous tasks for critical facilities.
- hh. Develop an on-going commissioning plan as required per Enhanced Commissioning.
- ii. Generate Cx Systems Manual
 - i. Electronic copy only.
 - ii. Commissioning Report will be part of the Systems Manual.

4. Warranty Phase Services

- a. Perform Off-Season Testing.
- b. Assume site visits during the warranty phase of the project to assist UMB or on-campus staff with troubleshooting of operational issues. A specific quantity will be provided on a project by project basis.
- c. Return to Site Twice at 10 and 20 months after substantial completion and review current building operation with facilities staff.

- i. Interview Facilities Staff to identify problems and concerns with existing building systems.
 - ii. Make suggestions for improvements
- d. Facilitate a Lessons Learned Meeting
 - i. The following people shall attend the Lessons Learned Meeting
 - 1. UMB – D&C, O&M, User
 - 2. A/E
 - 3. CxA
 - 4. CM
 - ii. Write summary of Lessons Learned and distribute to team members.

5. Systems to be Commissioned [UPDATE TO BE PROJECT SPECIFIC]

- a. The following systems shall be commissioned:
 - i. All HVAC System equipment unless otherwise noted:
 - 1. Main Supply & Exhaust Air Distribution Systems and components – 100%
 - 2. Main Chilled Water Distribution Systems and Components – 100%
 - 3. Main Heating Hot Water Distribution Systems and Components – 100%
 - 4. Geothermal System and Components – 100% [if chosen]
 - 5. Air Terminal Units (VAV's, Chilled Beams) – 25%
 - 6. Unitary Equipment (UH's, CUH's, FCU's, etc.) – 25% but no less than 5
 - 7. Split System Air Conditioning Units – 100%
 - ii. Central Building Automation Systems
 - 1. Include connections and coordination with Central Campus System
 - 2. Complete review of Building Automation System Graphics
 - iii. Full Building Blackout Test
 - iv. Electrical Systems – Normal & Emergency Power
 - 1. Substation transformers
 - 2. Switchgear
 - 3. Generators
 - 4. Automatic Transfer Switches
 - 5. Panelboards – 25%
 - 6. Transformers – 25%
 - 7. Lighting Controls System – 100%
 - 8. Solar Photovoltaic System [if chosen]
 - 9. Fire Alarm System – this will be on a campus by campus basis
 - v. Plumbing Systems
 - 1. Domestic Hot Water Equipment
 - 2. Applicable plumbing pumps
 - a. Elevator pit sump pumps
 - b. Domestic water booster pump
 - c. Sewage Ejector pumps
 - d. Stormwater pumps
 - 3. Interlocks to the Building Automation System
 - 4. Net Zero Energy Usage equipment [if chosen]
 - vi. Metering
 - 1. Energy
 - 2. Electricity
 - vii. Electric metering and monitoring equipment – coordinating with M&V requirements and campus energy monitoring.
 - 1. Verify all metering on the project is properly communicating with the Schneider Power Monitoring Expert (PME) system and the building automation system as noted in the contract documents

2.2 Building Enclosure Commissioning Scope

Abbreviations – BECxA– Building Enclosure Commissioning Agent

Building Enclosure Commissioning process shall be in accordance with ASHRAE Guideline 0-2013 and ASTM E2947-21a: Standard Guide for Building Enclosure Commissioning as they relate to energy, air and water tightness, indoor environmental quality, and durability.

1. Design Phase

1. Design Phase Project Team Commissioning is a crucial phase in the design/commissioning process, as the concept of the building is well enough established to allow resolution of the building enclosure design against highly defined and precise owners criteria. In this phase more detailed drawings, large-scale wall sections, elevations and details and preliminary specifications for the building enclosure systems are developed.
2. Design BECx Meeting
 - a. Upon award of contract as part of the Cx Team, the BECxA shall lead the Project Team through a meeting to address objectives for commissioning of the building enclosure.
 - b. At completion of DD, all surfaces of the building enclosure, including below grade, should be identified as a complete assembly with all layers identified. The air, water, thermal and vapor control layers as well as means to meet all other criteria included in the OPR should be identified.
3. Design Building Enclosure Technical review (x4)
 - a. BECxA shall review the Design at Design Development, 50% and 95% CDs for all enclosure requirements related to the OPR and standard industry practices with special attention to air and water infiltration.
 - b. A backcheck and final review of the 100% CD package shall also be provided.
 - c. The BECxA shall review the design documents for conformance with the owners requirements and standard environmental requirements for the building site – with special attention to ground water and water and air leakage around the building assemblies. The building HVAC system requires a tight envelope for humidity and moisture control.
 - d. Provide advice to the project team on technical matters, recommendations for the development of details, systems and assemblies, and review the CD documents for completion and coordination.
 - e. Perform a comprehensive technical peer review, including the development of detailing appropriate to achieve the OPR. Review shall include project drawings and specifications.
 - f. The architect will assemble and the BECxA shall review a description of each system option considered, such as type of building enclosure system, sub-systems, materials and components and the interaction of the building exterior enclosure system with the heating, cooling, mechanical and natural ventilation, daylighting, lighting, building interior and other systems. The description should explain how the designer intends to meet the building enclosure-related Owner's Project Requirements.
 - g. The BECxA shall review the BOD to verify that solutions presented fulfill the OPR requirements, both for enclosure requirements and integrating the enclosure with other building systems.
 - h. The BECxA shall review the design documents for comparison of building enclosure assemblies and details, required testing and typical details for interfacing continuity.
 1. Details to be reviewed should include, but are not limited to:
 - a. Typical details for roof to wall,
 - b. foundation-to-wall,
 - c. fenestration,
 - d. wall to floor,

- e. wall to column,
 - f. Penetrations and other features that are common or highly repeated for the various enclosure assembly layering options.
- i. Review and provide advice on laboratory and field mock-ups, testing and inspection procedures.
- j. BECxA shall review OPR at end of CD Phase. Review the CD phase activities to verify fulfillment of OPR. Review the Commissioning Activities going forward into procurement and construction.
- 4. Attend Design Review Comment Meeting (x8) [UMB Campus Projects require External & Internal Review Meetings, Other Campuses are only External Review Meetings (4 meetings total)]
 - a. Owner shall schedule design review comment meetings after CxA submits Design Development, 50% and 95% CD review comments, with an additional meeting after the 100% CD package. The BECxA will be expected to attend two meetings at each submission. The first meeting will be to discuss the review comments internally amongst UMB reviewers, UMB O&M, and the User. The purpose of the first meeting of each submission is to vet out comments prior to submitting to the design team. The second meeting for each submission will be to discuss the vetted design review comments externally amongst the project team and design team.
 - b. Additional meetings may be required during the design phase of the project on a case-by-case basis.
 - c. The following people shall attend Design Review Comment Meeting to resolve all open Cx Design Review comments:
 - 1. A/E
 - 2. CM
 - 3. CxA
 - 4. Owner
 - 5. Owner Facilities Representative
 - 6. [Design Assist Contractor]
 - d. Design Review Comment Meeting may be combined with design workshops or design reviews.
- 5. BECxA Progress Meeting
 - a. Conduct a Project Team review meeting to address whether the objectives for Design phase have been met. Outstanding issues should be documented, and the resulting issues list becomes a resource for beginning the Construction Documentation phase.
- 6. BE Commissioning Plan and Specifications
 - a. The BECxA shall write a Building Enclosure Commissioning Plan and specification section 07 08 00 Facility Exterior Closure Commissioning. The extent of laboratory mock-ups with associated testing protocols, the number, size and disposition of field mock-ups with associated testing protocols, independent inspection and special inspections should be determined. Special requirements for the CM's /Contractor's quality programs should be written into the specifications. The Commissioning Plan should be coordinated against the Owner's Project Requirements (OPR) and customized to the building design.
 - b. The BECx Plan should include:
 - 1. A list of systems to be documented and tested including frequency of testing.
 - 2. Outline of inspection protocols and testing procedures with acceptance requirements.
 - 3. A matrix of required tests and inspections.
 - 4. A preliminary Schedule of building enclosure related Commissioning Process activities for the Construction Phase and the Occupancy and Operations Phase. The schedule should identify critical times for witnessing testing

activities, building enclosure systems and activities relative to substantial completion/project closeout.

2. Construction Phase

1. Submittal Review
 - a. Perform technical reviews of the Building Enclosure Submittals, assist in the evaluation of substitution requests and provide documentation. Thoroughly review submittals, including: shop drawing(s), mockups, initial installation, sample constructions, project schedule and sequencing, and all building enclosure components allowing for revisions as necessary to provide the level of performance as specified in the contract documents.
 - b. Review the Contractor's and Subcontractors' Site-Specific Performance Implementation Plans for the building enclosure, including but not limited to the implementation and use of quality control/ quality assurance processes including but not limited to daily field inspections, first work testing, documentation, weekly audits and the use of project specific installation checklists for each crew.
2. Field Review & Testing
 - a. Witness additional field testing as required if failures occur during the laboratory mock up, field mock up, or the field tests performed during the construction phase. Additional testing may also be needed if substitutions of materials and systems are accepted during the construction submittal phase.
 - b. Conduct field review of the aesthetic and performance of mock-up(s). Review of the unique interface conditions with differing materials to verify they meet the design intent and will provide the performance levels and functionality of the building enclosure as specified in the contract documents. Mock-ups construction and testing must be scheduled with float time allowed for the remediation of unforeseen issues by way of iterative repair submittals and field performance testing of the mock up repairs prior to actual construction. Assume 4 pre-installation/field review meetings/visits for review of mock-up(s). These visits are in addition to the field visits in item #5 below.
3. Installation Checklists
 - a. Develop project specific checklists related to the installation of components and systems that comprise the building enclosure.
4. Issues Log
 - a. Implement an Issues / Non Conformance Log to be updated after each field visit, test, or observation of non-conforming items.
5. Field Visits
 - a. Conduct construction observation of building enclosure systems,
 1. at initial installation of work,
 2. milestone observations throughout construction,
 3. witness performance testing and verification of components and systems, interfaces (see note 7 below) and
 4. whole building performance test (if required).
 - b. These field visits are in addition to the inspection of mock-ups. The purpose of these visits is to review the progress of installation, identify workmanship issues, identify contract non-compliance issues, etc.
 - c. An estimated number of installation inspection visits will be provided on a project by project basis.
 - d. Field reports shall be provided after each site visit.
6. BECxA Meetings
 - a. Conduct regularly scheduled BECx meetings and review/discuss the Building Enclosure schedule and the Issues Log with the CM, GC and Subcontractors.
7. Field Performance Testing
 - a. Observe, coordinate and document field performance testing as outlined by the building enclosure commissioning specification and related sections. This testing will

- be performed by a separate testing agency. The CxA shall witness this testing. Interpret test results and recommend additional testing if deemed necessary due to failure or systemic conditions.
- b. BECxA shall recommend testing protocols during the design phase of the project.
8. Verify Building Enclosure Performance Verification Program
- a. Verify the implementation of the CMs/GCs Site Specific Building Enclosure Performance Verification Program for (the quality control and quality assurance) procedures and compliance with contract documents.
 - b. Verify field testing, including type, location and frequency as outlined by the specification and associated building enclosure sections in the Project Manual. Protocols to address failures, repeat tests and additional testing as warranted.
 - c. Implement a project specific plan that includes testing, who is to perform the testing, when testing will occur, criteria for acceptance, how testing will be documented and who will receive the documentation of the testing.
 - d. Verify the test procedures validate the various systems and assemblies that comprise the building enclosure deliver the intended Owner's Project Requirements.
 - e. Verify the manufacturers performance testing performed by an independent third party certified laboratory per the Contract Documents. Verify that the testing agency meets requirements of the certifying authority.
 - f. Confirm all submittals required by the contract documents for each building enclosure system and each sample construction have been submitted and approved.
 - g. Verify that Contractor and the BECx QC Checklists are utilized and proper documentation implemented throughout the enclosure construction phase by the CM/GC and their subcontractors.
 - h. Verify mock up construction in the field to demonstrate workmanship has been completed and the work in place on the building complies with the manufacturer's installation instructions, design intent and specifications.
9. Schedule BECx Process Activities
- a. Review Project Schedule for inclusion of BECx activities, including but not limited to:
 - 1. Schedule of submittals
 - 2. Laboratory testing
 - 3. Sample construction
 - 4. Mock up testing (as required)
 - 5. Field performance testing (possible repairs)
 - 6. Inspection by the Jurisdiction Having Authority or Code Authority.
10. Provide a final Building Enclosure Commissioning Report
11. Building Enclosure Systems Manual
- a. Verify that the Building Enclosure Systems Manual is updated to incorporate information generated during the Construction Phase.
 - b. Verify that the Manual includes an overview of all enclosure types and systems.
 - c. Include in the Manual the purpose and general overview of each enclosure type and location installed, in addition to maintenance and inspection schedule. The general description section should meet the knowledge needs of the Engineering and Maintenance staff, occupants, and owners.
 - d. The Manual should include,
 - 1. general maintenance requirements, including periodic inspection of the building enclosure, and
 - 2. a replacement schedule, based upon the service life of the building enclosure system and the individual materials and subcomponents.
12. Construction Phase Documentation Requirements:
- a. Documentation of the building enclosure to include:
 - 1. Action Item logs (including resolution and unresolved items),
 - 2. Testing results and areas where testing was performed,

3. Remediation of problems encountered during construction, and verification of as-built documents,
4. Final BECx Plan,
5. Final OPR
6. Building Enclosure Maintenance Manual.

3. Develop an on-going enclosure commissioning plan for maintenance, renewal and revitalization.

4. Warranty Period

1. Walk-Through Inspection (x2)
 - a. The Warranty Period walk through inspection for the Building Enclosure should be scheduled at 10 and 20 months after substantial completion and should include representatives from the Owner, A/E, Facilities Management, CM, GC, subcontractors and manufacturers.
5. The Building Envelope Commissioning Consultant may be required to perform investigative services to assist the University with rectifying water or leaks to an existing building. The purpose of this service will be to determine the leak area and what is the root cause of the water or air intrusion into the associated building.
 1. Scope of services may include:
 - a. **Investigation Phase:**
 1. Participate in a meeting with University personnel and other involved parties to review the potential water infiltration areas, water damaged areas, and other surrounding areas.
 2. Perform hands-on visual assessment of conditions at the known leak locations.
 3. Perform leak testing on the system at potential water intrusion locations (as required depending on initial site visit).
 4. Document the observed conditions with sketches and photographs.
 5. Provide a report describing the investigation methods used, the results of the leak testing, and general recommendations for remedial action.
 6. Meeting attendance: The consultants shall attend meetings with University staff. Anticipated meetings include, but may not be limited to, the following:
 - a. Project Kick-Off
 - b. Survey coordination
 - c. Review of findings
 - d. Review of final recommendations
 - b. **Deliverables:**
 1. Field Reports of Investigative Site Visits
 2. Meeting Minutes for Investigative Meetings
 3. Final Report detailing recommended remedial action

3. DELIVERABLES:

Generally, the Commissioning Deliverables are specified above in Paragraph 2. However, UMB may specify in its request/TORP any additional required deliverables to be produced/provided by the commissioning consultant. The consultant shall provide the deliverables in an agreed-upon format to UMB. It is anticipated that a minimum of one draft deliverable will be provided to UMB for review and comment prior to finalization. A two-week UMB review period is to be assumed for scheduling purposes.

UMB shall own all deliverables resulting from any TORP/TOC and must be able to use the deliverables as UMB deems in its best interest.

4. FIRM PERFORMANCE:

The University reserves the right to evaluate a firm (Prime and all subcontractors/subconsultants) on their performance on individual task orders, and/or wholistically against the Master Contract for performance issues.

5.SAMPLING OF PREVIOUS PROJECTS

MEP

- UMB New School of Social Work MEP Cx Services
- TU Smith Hall MEP Cx Services
- Colwell Tension Fabric Roof & Plant Refurbishment MEP Cx Services
- Academic Achievement Center MEP Cx Services

BE

- 10 West Building Envelope Study
- 401 Building Envelope Study
- SOP Building Envelope Study
- UMB New School of Social Work BE Cx Services
- TU Smith Hall BE Cx Services
- Colwell Tension Fabric Roof & Plant Refurbishment BE Cx Services
- Academic Achievement Center BE Cx Services

END OF SECTION II

SECTION III
PROCUREMENT PHASES AND EVALUATION PROCESS

SECTION III

ARTICLE 1- TECHNICAL PROPOSAL REQUIREMENTS

The Technical Proposal, including any clarifications, amendments, modifications, etc. to the Technical Proposal will be considered by the University as an Offer from the Proposing Firm.

Designers will submit a Technical Proposal in an A3 format. Submit a single A3 for each section, except as noted. Required information is listed below.

The University is using single A3 formats for succinct decision making and project updates. The document allows faster input and feedback. Respondents have discretion to organize the information in the best manner to demonstrate their qualifications, provided it responds to all data requested.

For more information on the A3 approach, see the following resource:

- <https://www.enr.com/blogs/22-marketropolis/post/47409-will-lean-thinking-revolutionize-the-proposal-process>

Refer to the Solicitation Schedule for the **due date and time for questions** regarding this phase of the procurement. Questions are to be provided in writing solely to the Issuing Office. The Issuing Office shall be the sole point of contact with the University for the purpose of the preparation and submittal of Technical Proposals in response to this solicitation.

The Technical Proposal submitted in response to this Solicitation must demonstrate that the Consulting firm has sufficient expertise and experience as well as an understanding of the contract scope and objectives. It is the Consultants responsibility to tailor its response to demonstrate this specifically for the University rather than providing a 'cookie cutter/template' response.

3.1.1 GENERAL INFORMATION: (Provide on ONE A3)

I. Contact Information

- a. Firm Name and Address (if multiple offices, list office that will develop the project)
- b. Company Structure (e.g., partnership, publicly held corporation, etc.)
- c. Is the firm a minority-owned, women-owned, or other disadvantaged business? (If yes, please specify, and include Maryland Department of Transportation certification number.)
- d. Point of contact for communications related to this solicitation. (Include Name, Title, phone, and email).
- e. **PLEASE INDICATE ON THE EMAIL LINE WHAT CATEGORY YOUR FIRM IS SUBMITTING FOR – MEP Cx, or BE Cx, or MEP and BE Cx.**

II. Firm History

Provide an overview of your firm. Identify any relevant specialty studios within your firm.

- Types of work done, primary business focus or specialty, etc.
- Indicate what percentage of the firm's business is related to similar MEP and/or BE Commissioning Services as being requested in the Solicitation.
- Provide a list of firm's educational clients, particularly noting those educational (preferably higher education, academic health center or research institutions) clients located in Maryland
- Describe the firm's knowledge and experience and certifications in MEP and/or BE

III. Current workload and Project Type

Identify all active projects with a *commissioning* fee over \$25,000 currently underway, indicating the *project* size in dollars and the status/phase of each. This may be on a separate table from the A3.

IV. Professional Staff

Current personnel by discipline. Provide separate columns for each firm with a material role on your team.

Discipline	Total	Licensed/Registered
Project Managers		
Commissioning Agents (MEP)		
Commissioning Agents (BE)		
Field Engineers/Commissioning Techs		

V. Partnering: If submittal is by association with more than one firm, please outline for each firm, specific professional services responsibilities.

VI. Certification: Provide a signed statement from an officer of the firm that the information provided is, to the best of their knowledge, current and accurate.

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.* 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]

II. Key Team Member Resumes (Each Resume to be provided on one 8x11 page):

- a. Provide a one-page resume for each candidate identified above. Include as a separate file in 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.)
- b. **Key Personnel Definitions:**
 - i. **Executive Manager** - This is the primary point of contact for the UMB Procurement Office from the prime/proposing consultant firm . This is the person who is the executive responsible for ensuring that sufficient resources are provided to UMB during the Term or Terms of the Contract. As well, this person would be the first point of escalation to resolve issues between UMB and the firm.
 - ii. **Project Manager(s)**. Senior level position from the prime/proposing firm who is the main point of contact for the awarded task orders, responsible for overseeing the work, for the management of the staff and subconsultant professionals, and for the completion of the awarded task orders. Provide up to two (2) resumes of Project Managers available to UMB under any resulting contract.

- iii. **Mechanical Commissioning Agent(s)** - If proposing on MEP Commissioning Services: Provide up to three (3) resumes of Mechanical Commissioning Agents available to UMB under any resulting contract. Agents must have Commissioning Certification in evidence (see Section 2 for possible applicable certifications)
- iv. **Electrical Commissioning Agent(s)** – If proposing on MEP Commissioning Services: Provide up to three (3) resumes of Electrical Commissioning Agents available to UMB under any resulting contract. Agents must have Commissioning Certification in evidence (see Section 2 for possible applicable certifications)
- v. **Building Envelope Commissioning Agent(s)** – If proposing on BE Commissioning Services: Provide up to three (3) resumes of Building Envelope Commissioning Agents available to UMB under any resulting contract. Agents must have Commissioning Certification in evidence (see Section 2 for possible applicable certifications);

The Proposed Key Personnel provided in this Section are to have the following qualifications in evidence:

- Commissioning Training and field experience.
- 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
- For Building Envelope Commissioning: One (1) of the above Key Personnel OR the Executive Manager proposed OR a principal of the firm must have a Professional Engineering or Architect License
- Refer to RFP Section II.E.2.1.(5) for additional information on certification requirements.

*Note: It is acceptable to UMB that personnel within the Proposer's organization provide dual roles on the resulting Contract. For example, an executive of the firm may also be a Commissioning Agent.

By submitting the Executive Manager, Account Representative(s)/Project Manager(s) and Commissioning Agent(s) for consideration, the Consultant is committing these people to UMB for the duration of the contract, if awarded. No personnel changes will be permitted without written authorization from the UMB via a contract amendment. The UMB, at its sole discretion, reserves the right to request personnel changes if deemed in the best interest of the contract.

3.1.3 Sample Commissioning Documents: 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. Provided samples are to include:

- I. If proposing on MEP Commissioning Consulting Services:
 - A. **Design Review Comments.** The University prefers design drawing review comments from an actual project that includes design engineer responses and subsequent Cx follow-up notes. Limit one (1) page.
 - B. **Field Report.**
 - C. **Function Test Procedures:** The University prefers that the submitted procedures be completed documents that include test results from an actual project
 - a. Central Plant System

1. This can be a chiller plant, boiler plant, or any other similar central plant system.

D. Issues Log The University prefers issues logs from completed projects which include issue resolution and follow-up information. Limit one (1) page.

II. If proposing on BE Commissioning Consulting Services:

- A. Design Review Comments.** The University prefers design drawing review comments from an actual project that includes design engineer responses and subsequent Cx follow-up notes. Limit one (1) page.
- B. Field Report.**
- C. BECx testing matrix or Function Test Procedure Forms:** The University prefers that the submitted forms be executed documents that include test results from an actual project
- D. Issues Log-** The University prefers issues logs from completed projects which include issue resolution and follow-up information. Limit one (1) page.

The sample documents will be used to understand your firm's typical approach to discovering and resolving issues that come up during Commissioning.

3.1.4 FIRM EXPERIENCE (a single 8.5x11 page summary for each project)

For each category of Commissioning Services for which the Proposer is offering its services, provide **four (4) projects/contracts*** in which the Prime/Proposing Firm led the commissioning effort. Projects provided are to be similar in size, function and complexity to the UMB's scope of services as indicated in Section 2.

For each project provide the following:

- Project Name and Location;
- Project Owner, Contact Person, Contact Company, Contact Email Address, Contact Telephone Number (including extension number and/or voice mail prompts;
- Design Start Date, Construction Start and Project Completion Date; -
Construction Cost;
- Contract Method (i.e., GC, CM or DB)
- Project Gross Square Footage;
- Brief Project Description;
- Brief Description of the Commissioning services provided;
- Project Setting (i.e., university, site constraints, etc.;
- Sustainability design aspects and/or certification; and,
- Similarities of the submitted project to the type of work to be done under the University's On Call contracts.

Proposers should provide projects that meet the following criteria:

- All projects/contracts submitted under these technical proposal criteria must be a **maximum of ten (10) years old** based on the project contract substantial completion date with higher consideration given to projects less than five (5) years old.
- It is preferable that LEED certified and/or utilization of sustainable design principals be in evidence
- If submitting an IDIQ contract for evaluation, up to two (2) task orders under that contract should be described in detail.

Additionally, Proposers should provide **MEP Cx Projects** that meet the following criteria:

- One project be new construction
- One project must be a renovation project
- One project should include laboratory or healthcare facilities with critical pressurization spaces.
- One project should be complete and occupied for at least six (6) months. The University prefers completed projects.

Additionally Proposers should provide **BE Cx Projects** that meet the following criteria:

- One project be new construction
- One project must be a renovation project
- One project should have involved a high performance building envelope
- One project should be an investigation type project.

*NOTE: Should the proposing Commissioning firm be a joint venture, the majority joint venture party must submit two (2) projects and the other joint venture party must submit at least one (1) project.

Reference Notes (applicable to Firm References and Key Personnel References above)

At its sole discretion, UMB may, but is not required to do so, check references of the firm experience or Key Personnel provided above.

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

3.1.4: 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.

3.1.5 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.

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

3.1.7. 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 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 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.**

END OF SECTION III, ARTICLE 1

ARTICLE 2: PHASE 2 TECHNICAL PROPOSAL REQUIREMENTS & ORAL PRESENTATIONS

Phase 2 Technical Proposal: Refer to the Solicitation Schedule for due date for the Phase 2 Technical Proposals. The Technical Proposal, including any clarifications, amendments, modifications, etc. to the Technical Proposal will be considered by the University as an Offer from the Proposing Consultant.

At the sole discretion of the University, Proposers that are short-listed as a result of the evaluation of the Phase 1 Technical Proposals may be required to submit additional materials for evaluation by the Qualification Committee. The University reserves the right to waive the Phase 2 Technical Proposal. Should the University elect to require such a submittal, only those Consultants who are shortlisted based on the Phase 1 Technical evaluation will be requested to submit a Phase 2 Technical Proposal.

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

The Technical Proposal submitted in response to this Solicitation must demonstrate that the Consultant has sufficient expertise and experience as well as an understanding of the contract scope and objectives. It is the Consultants responsibility to tailor its response to demonstrate this specifically for the University rather than providing a 'cookie cutter/template' response.

3.2.1 PHASE 2 TECHNICAL QUALIFICATION CRITERIA:

The following items must be included in this Phase 2 Technical Proposal are as follows:

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

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

3.2.2 ORAL PRESENTATION:

If required at the sole discretion of UMB, Proposers who submit proposals and are shortlisted as a result of the initial technical evaluation may be required to make individual presentations to

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

END OF SECTION III, ARTICLE 2

SECTION III

ARTICLE 3- EVALUATION OF TECHNICAL PROPOSALS

3.3.1 Evaluation of the Technical Proposal:

3.3.1 An Evaluation and Selection Committee will be established by the UMB. The evaluation process will be facilitated by the UMB Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate UMB staff on the proposed services. Also, the Committee may request additional assistance from any source at any time during the procurement

3.3.2. 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 Consultant's proposal. The UMB reserves the right to waive a mandatory requirement when it is in its best interest to do so. The consultant must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the UMB.

3.3.3 Technical Evaluation

The intent of this RFP is to provide MEP and BE Commissioning Services providers an opportunity to present their qualifications, experience, and staffing approach to providing the scope of services in relation to the needs of UMB. 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 UMB'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 UMB and therefore are evaluated as most advantageous to the UMB. The Committee may shortlist based on the evaluation process.

3.3.3.1 In general, proposals submitted in response to this Solicitation must demonstrate that the firms and, in particular, the project team will have:

- a. An understanding of key requirements, specifications, and processes in commissioning services;
- b. Experience, expertise, and sufficient personnel resources in full service and/or adhoc professional commissioning consulting services;
- c. Higher preference will be given in evaluation of proposals from Proposers who have worked for higher education/academic healthcare institutions and/or multi-building campus settings in one or both of the areas of professional commissioning.
- c. Ability to respond quickly to task order requests.
- d. The firm must demonstrate the added value the firm brings to the engagement.

3.3.3.2 The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed above in Section III, Article 1, Paragraphs 2.1 through 2.4. Each committee member will evaluate the proposals on each major criterion.

The order of importance of the technical criteria is as follows:

- 1) Key Team Members
- 2) Firm Experience
- 3) Success with Task Order Assignments
- 4) Sample Commissioning Documentation

3.3.4 At the sole discretion of UMB, Consultants who have submitted Technical Proposals evaluated by UMB to be viable and of further interest (i.e. "shortlisted") may be requested to provide UMB additional technical information to further clarify the Consultant's technical qualifications. UMB also reserves the right, at its sole discretion, to hold discussions with any or all of the shortlisted firms. If additional information and/or discussion sessions are requested of one or more Consultants, the Procurement Officer will so advise.

3.3.5 Those Consultants 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 Consultants will be notified as to the results of the technical evaluation of his/her firm's technical proposal.

3.3.6 The UMB will establish a final shortlist of technically qualified proposals to advance in the procurement.

END OF SECTION III, ARTICLE 2

SECTION III

ARTICLE 4- PRICE PROPOSAL REQUIREMENTS/PRICE EVALUATION

3.4.1. Price Proposal

3.4.1.1 Per the Solicitation Schedule, **Price Proposals** will be requested **only** of the final shortlisted firms. Price Proposals will be submitted in accordance with written instructions provided by the Procurement Officer via addendum to the final shortlisted firms.

It is the intent of the UMB that the Price Proposal will consist of fully loaded maximum hourly rates for onsite work as well as hourly rates for remote work for MEP/BE Commissioning professional consultants for the applicable staff positions for the RFP categories which the Proposer is offering to UMB. **All costs and expenses are to be included in the quoted hourly rates as there are no reimbursables associated with this Contract.** Hourly rates will be requested for each of the initial 12-months of the three (3) year initial Term. Since this is a multi-year contract that will be made available to all USM Institutions, thereby relieving vendors of the cost and effort of preparing extensive RFP responses to individual institutions/organizations solicitations, *it is UMB's expectation that Proposers will offer rates considerably discounted from normal educational rates. As well, the quoted hourly rates will be considered by UMB to be the maximum hourly rates for a given staff position. UMB may negotiate a lower hourly rate, or a Master Consultant may quote a lower hourly rate, for a specific Task Order.*

3.4.1.2 For the Renewal Term available to UMB, and if UMB so elects to exercise its right to renew, Consultant may request an annual price increase, if any, no later than ninety (90) days in advance of the contract anniversary. Any price increase request not received by that time, may not be considered by UMB and pricing in the subsequent period will remain as stated during the just completed Master Contract term.

A price increase, if any, shall not exceed the Consumer Price Index ("CPI") for "All Urban Consumers" as published by the US Department of Labor Statistics. For purposes of calculating the potential increase, the CPI to be used will be the index for twelve-month period ending June 30th in the calendar year. For example, if the contract year ends November 30, 2021, the price index for twelve-month period ending June 2021 will be used.

All such price adjustments request will be calculated using a simple percentage method.

The following example illustrates the computation of percentage change:

PPI for current period:	150.252
Less PPI 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%

Price increases will be capped at CPI or 5%, whichever is less, for any given one-year period. Statistics will be referenced for negotiation purposes as Consultant is not to assume that any price increase will be applied to any subsequent contract year of the Term. As well, increases are not cumulative for prior years; if a Consultant fails to request a price increase in one year and then requests an increase for the subsequent year, the Consultant cannot include a cumulative amount which includes the prior annual term. Any increase approved by UMB will take effect at the commencement of each Renewal Term(s) and be effective for a minimum of twelve (12) months.

3.4.1.3 Discussions may be held, at the discretion of UMB, with each of the applicable Consultants and the Price Evaluation Committee if deemed in UMB's best interest.

3.4.2. Price Proposal Evaluation:

Price Proposals will be evaluated based on the quote hourly rates. To assist in the evaluation, UMB may apply the hourly rates to sample projects indicative of the types of projects that may be procured under the resulting Master Contracts. The UMB may elect to request Best & Final Price Proposal(s).

END OF SECTION III, ARTICLE 3

SECTION III

ARTICLE 5- FINAL EVALUATION AND SELECTION

3.5.1 Discussions.

The UMB reserves the right to recommend an Offeror(s) for contract award based upon the Offeror's(s') technical proposal and price proposal without further discussion. However, should the Committee find that further discussion would benefit the UMB, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the UMB, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

3.5.2. Best and Final Offers.

When in the best interest of the UMB, the Committee may recommend and the Procurement Officer may permit qualified Offerors to revise their proposals by submitting "Best and Final" offers.

3.5.3. Final Evaluation and Selection

Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will recommend to the Procurement Officer the award of the master contract(s) to the responsible Consultant(s) whose proposal(s) is (are) determined to be the most advantageous to the UMB based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit will have a greater weight than financial in the final evaluation.

Multiple awards are anticipated to be made. The decision of the award of the contracts will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract(s). The goal is to contract with the Consultants that provide the best overall value to the UMB.

The UMB may select one or more Consultants to further engage in negotiations, including terms of a contract and other issues to be incorporated into the contract. The UMB reserves the right to make an award with or without negotiations.

END OF SECTION III, ARTICLE 4

END OF SECTION III

FORMS AND ATTACHMENTS

ATTACHMENT A
TECHNICAL PROPOSAL FORMS

- **Professional Liability Insurance Form**
- **Registration Documentation Form**
- **Bid Proposal/Affidavit**
- **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**

**ON CALL MEP/BE COMMISSIONING CONSULTANT SERVICES FOR
UNIVERSITY OF MARYLAND, BALTIMORE
RFP 91187 MC**

PROFESSIONAL LIABILITY INSURANCE FORM

CONSULTANT FIRM: _____

Firm's statement of professional liability insurance coverage including current and/or proposed additional coverage to be guaranteed if awarded the project must be inserted below. The firm recommended for appointment will be required to submit evidence of \$1M professional liability insurance coverage prior to execution of the contract. Failure to complete the insurance information may result in your firm being disqualified from further consideration for this project.

Dollar Value: \$ _____

Expiration Date: _____

Insurance Company: _____

Comments (if any): _____

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

**ON CALL MEP/BE COMMISSIONING CONSULTANT SERVICES FOR
UNIVERSITY OF MARYLAND, BALTIMORE
RFP 91187 MC**

REGISTRATION DOCUMENTATION FORM

CONSULTANT FIRM:

All individuals practicing occupations requiring registration or licensure must be currently registered with the appropriate State of Maryland Registration Board. It is, therefore, important that the Architect/Engineer address himself/herself to the disciplines of registration required for this project.

Disciplines required for this project are listed below and marked with an asterisk(*). For each marked discipline, insert name of the individual, and where required, date of Maryland registration, and Maryland registration number.

Discipline Required	Name of Individual	Registration Number	Date of Registration
Principal of Proposer*			
OR			
Project Executive*			
Optional: If any of the other proposed Key Personnel have an A/E Registration, it should be noted here. Per the Solicitation, only one person in the firm must have this registration			
Project Manager			
Mechanical Commissioning Agent			
Electrical Commissioning Agent			
Building Envelop Commissioning Agent			

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

The foregoing is a statement of facts.

Signature: _____

Typed Name & Title: _____

Date: Name of Firm: _____

BID/PROPOSAL AFFIDAVIT – July, 2020

A. Authority

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners.

“Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the

knowledge or consent of the person authorized or required to present the declaration, statement, or document;

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

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

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

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

- (a) §7201, Attempt to Evade or Defeat Tax;
- (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
- (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
- (d) §7206, Fraud and False Statements, or
- (e) §7207 Fraudulent Returns, Statements, or Other Documents;

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

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

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

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;

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

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;

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

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)
_____ (signature of Authorized Representative and Affiant)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: RFP 91187 MC

TECHNICAL PROPOSAL DUE DATE: September 10 2025 at or before 2:00 PM

RFP FOR: ON CALL MEP/BE COMMISSIONING CONSULTANT SERVICES FOR UMB

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. ____ dated _____

Addendum No. ____ dated _____

Addendum No. ____ dated __

Addendum No. ____ dated __

Addendum No. ____ dated __

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

Signature

Name Printed

Title

Date

END OF FORM

H-1A PART 2 – for Master Agreement
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT FOR THE MASTER CONTRACT
91187- MC

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

In connection with the bid/proposal submitted in response to Solicitation No. 91187-MC, I affirm the following:

1. MBE Participation

☐– I understand that UMB may establish an MBE Goal and/or subgoals for those projects over \$100,000 and reserves the right to set an MBE goal for any projects \$100,000 or less under the resulting Master Consulting Agreements. If I am awarded a Master Consulting Agreement I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal and all of the subgoals that may be established.

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 understand that these will apply to any task order under the resulting Master Consulting Contract, when a MBE goal and/or subgoals are established by UMB, 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 PHASE 1 TECHNICAL PROPOSAL FOR ON CALL MEP/BE CX SERVICES FOR
UMB**

ATTACHMENT B

PRICE PROPOSAL FORM (Draft)

This form is subject to change as the procurement progresses.

PROPOSAL NO.: RFP 91187 MC

PRICE PROPOSAL DUE DATE: _____, 2025, AT 2:00 PM

PROPOSAL FOR: ON CALL MEP/BE COMMISSIONING CONSULTANTS SERVICES

PROPOSER: _____

Federal Identification Number/Social Security Number: _____

PRICE PROPOSAL

DATE _____

Ms. Michelle Compton
Construction Facilities Strategic Acquisition
University of Maryland, Baltimore
220 Arch Street, Room 02-100
Baltimore, MD 21201-1041

Dear Ms. Compton

The undersigned hereby submits the Financial Proposal as set forth in RFP # 91187 MC dated August 13, 2020, and the following subsequent addenda:

Addendum ___ dated _____

Addendum ___ dated _____

Addendum ___ dated _____

Addendum ___ dated _____

We confirm that this Price Proposal is based on the Requirements per the RFP and any subsequent addenda as noted above.

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to provide services as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda. Proposers are cautioned to verify their final proposals prior to submission, as UMB cannot be responsible for Proposer's errors or omissions. Any price proposal that has been accepted by UMB may not be withdrawn by the contractor.

A. Attached to this Price Proposal Form is our firm's maximum hourly billing rates for all personnel and staff positions for both onsite and remote work that will be applicable for the duration of the resulting Master Contract.. We confirm that these hourly billing rates are fully loaded and include all costs and expenses. We understand that there are no reimbursables associated with any resulting Master Contract.

We understand that throughout the Term or Renewal Term(s) of the Master Contract, UMB may request additional staff positions, or the Master Contractor may propose to UMB to add additional staff positions, under these categories as may be applicable and/or appropriate. If such additional staff positions are added, an amendment to the Master Contract or Task Order Contract will be executed by both parties.

We understand that by submitting a proposal we are agreeing to the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the technical proposal remains in effect.

The evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents. We understand that technical weighs greater than financial.

We understand that the UMB reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document. We further confirm that the Executive Manager, Account Representative(s)/Project Manager(s), and Commissioning Agent(s) and any other Key People named within our Technical Proposal will be assigned to the UMB Contract for the duration of this Contract. We understand that no changes in these assignments will be allowed without written authorization from the UMB via contract amendment prior to such changes being made.

Enclosure: -Maximum Hourly Rate of Personnel, onsite and/or remote, for all offered Commissioning Professional Services Consulting categories

(Signatures should be placed on following page.)

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

A. INDIVIDUAL PRINCIPAL

In Presence of Witness:_____

FIRM NAME
ADDRESS

TELEPHONE NO.
SIGNED

Printed Name
Title:

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)

ADDRESS

In Presence of Witness:
TELEPHONE NO.

_____ as to

BY

(Partner)

Printed Name:

_____ as to

BY

(Partner)

Printed Name:

_____ as to

BY

(Partner)

Printed Name:

C. CORPORATE PRINCIPAL

(Name of Corporation)

ADDRESS

TELEPHONE NO.

Attest:

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

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

BY:_____

Signature of Officer and Title

Printed Name
Title _____

FOR MEP COMMISSIONING PERSONNEL

[illegible]

FOR BUILDING ENVELOPE COMMISSIONING PERSONNEL

[illegible]

ATTACHMENT C

Contract Forms

- Sample On Call MEP and Building Envelope Commissioning Consultant Services Master Contract
- Contract Affidavit

Contract No. C-_____

Master Consulting Agreement
University of Maryland, Baltimore
Administrative or Technical Services

This Master Agreement ("Master Agreement" or "Master Contract") is made this _____ day of _____, 20____, between the University of Maryland, Baltimore ("UMB"), a constituent institution of the University System of Maryland ("USM"), and _____, with principal offices located at _____ ("Consultant" or "Contractor").

Recitals.

- A. UMB issued a request for proposal ("RFP") entitled On Call MEP and Building Envelope Commissioning Consultant Services RFP 91187 MC CB/VHR dated _____ that was amended from time to time (the "Solicitation").
- B. The Consultant responded to the Solicitation with a Technical Proposal dated _____ that was clarified (if applicable) on _____ and a Price Proposal dated _____ ("collectively referred to as the "Proposal")
- C. As a result of UMB's evaluation of the Consultant's Proposal, the Consultant has been awarded a master contract to provide on call commissioning services for MEP and/or Building Envelope [Note this will be completed dependent on the awarded category(ies)] on a task order basis for UMB upon the terms and conditions set forth herein, and the Consultant is willing to undertake those services ("the Projects") upon such terms and conditions.
- D. This contract is established for use by the Office for Facilities and Operations at the University of Maryland, Baltimore and any of the University System of Maryland (USM) institutions but primarily those in the Baltimore Region.
- E. The Consultant represents that the Consultant is professionally qualified to render the professional services required by UMB, as explained in its solicitation response.
- F. The Consultant affirms that Consultant and members of the Consultant's professional team providing services under this Master Agreement ("Consulting Team") are not Maryland State employees and as well, if this Consulting Services Master Agreement, or any Project done under the Master Agreement, is Federally funded (i.e. 02-5-xxxxx account), are not Federal Employees. If Consultant or any member of the Consulting Team is a former state employee who retired under SB1 of 1996, Consultant affirms that established protocol has been followed, including receipt of approval from the Board of Public Works that the retired state employee may provide services under this Master Agreement.
- G. By virtue of their execution of Task Order Contracts or Purchase Orders, UMB and other individual USM Institutions agree to the terms of this Master Agreement.

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

1.0 Professional Services

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

1.2 Projects will be awarded on a per-task order Master Agreement, nothing prohibits UMB from negotiating better hourly rates.

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

1.4 The professional consulting team for the Project shall be the same team identified in the Consultant's submittal responding to UMB's solicitation unless (a) a change is requested by the Consultant and approved in writing by the Project Manager and UMB Strategic Sourcing and Acquisition Services – Construction and Facilities Procurement; or (b) a change is requested in writing by the UMB Project Manager for good cause, in which case the Consultant shall make an appropriate substitution, subject to UMB's approval, and notify UMB in writing.

In addition to the above paragraph and per the Solicitation, it is UMB's expectation that the Key Personnel proposed in the Consultant's Technical Proposal submitted in response to the Solicitation be assigned to UMB. However, on a task order by task order basis, as well as during the duration of the Term or any Renewal Term(s) of the Master Contract, UMB may request additional staff positions, **or** the Master Consultant may propose to UMB to add additional Key Personnel from those originally proposed in its Technical Proposal and/or additional staff positions, as may be applicable and/or appropriate. **It is the responsibility of the Master Consultant to so advise in writing UMB's Procurement Officer prior to such changes or assignments occurring** so that UMB has reasonable time to evaluate the qualifications including, but not limited to, checking references of other owners, of the newly proposed Key Personnel. Upon approval by UMB, an Amendment will be issued by SSAS-Construction and Facilities Procurement to the Master Contract that will be executed by both parties.

Major changes in the Consultant's organization or personnel (other than the Consulting Team) shall be reported to UMB in writing as they occur.

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

2.0 PRESS RELEASES

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

3.0 MONTHLY PROGRESS REPORT AND SCHEDULES (if applicable to a task order)

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

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

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

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

4.0 PAYMENTS

4.1 Payment requests (invoices) shall be sent to the designated Project Manager.

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

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

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

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

4.6 All Consultant invoices to the University shall set forth the Consultant's Federal Employer identification number, which is_____.

5.0 PROJECT REVIEW MEETINGS

If so requested by the Project Manager for a specific task order, the Consultant shall meet as soon as possible after execution of this Master Agreement (or for a Task Order Contract or Purchase Order) with the Project Manager and other UMB staff to discuss final details relative to commencement of and performance of the Project, invoices and payments, or other issues related to the Project work.

6.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

7.0 UMB PROCUREMENT TERMS AND CONDITIONS

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

9.0 Insurance

Consultant warrants and represents that Consultant maintains insurance covering Consultant, Consulting Team, and officers, employees and agents of Consultant, in accordance with the following requirements.

9.1 The Consultant shall furnish evidence of \$1,000,000, professional liability insurance. Such insurance shall be maintained for the duration of the contract period and shall be furnished to the procurement officer at the outset of the project work and from time to time thereafter as requested by the procurement officer.

9.2 The Consultant shall secure, pay the premiums for, and keep in force until the expiration of this Master Agreement, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Consultant under this Master Agreement.

9.2.1 Commercial General Liability Insurance:

- \$2,000,000 each occurrence
- \$2,000,000 personal injury
- \$2,000,000 products/completed operations
- \$2,000,000 general aggregated

9.2.2 Workmen's Compensation and Unemployment Insurance:

- As required by the laws of the State of Maryland

9.2.3 Property Damage Liability Insurance:

- \$2,000,000 each accident

9.2.4 Automotive Insurance:

- \$1,000,000 Bodily injury liability insurance each person and
- \$2,000,000 for each accident.
- \$2,000,000 Property damage liability insurance for each accident.

Limits of insurance 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.

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.

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

9.6 The limits of insurance coverage obtained pursuant to UMB's requirement shall not be construed as limits of liability to UMB under section 9.2.1, 9.2.3, 9.2.4 or any other provision of this Master Agreement.

SIGNATURES TO BE PLACED ON FOLLOWING PAGE

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

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

UMB:

Consultant:

Signature

Signature

Jack Mumma

Print Name

Print Name

Executive Director

Title

*

Title

Date

Date

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

XX

BUDGETARY DATA:

Requisition No. N/AFAS No. N/ATitle N/A[illegible]

EXHIBIT A

To CONSULTING SERVICES MASTER AGREEMENT ("Master Agreement") made the ____ day of _____, 20__, between the University of Maryland, Baltimore ("UMB") and _____. ("Consultant").

This document is Exhibit A to the Agreement.

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

The Master Agreement consists of the following documents, in order of precedence:

- A Change Order to a Task Order Contract (TOC) or Purchase Order, for a specific project done under this Master Agreement
- Task Order Contracts (TOC) or Purchase Orders executed from time to time between UMB or another applicable USM Institution and the Consultant, pursuant to this Master Agreement (each of which is incorporated in this Master Agreement Consultant Services dated _____ as amended from time to time;
- UMB Design & Construction Standards
- Consultant's Proposal consisting of its Technical Proposal dated _____, clarifications to Technical Proposal dated _____, and Price Proposal dated _____.

All of which are collectively referred to as the contract documents all of which are incorporated by reference into this master consulting agreement as is fully set forth.

Due to the On-Call nature of this Master Agreement, task orders are to be generated in accordance with the agreed upon, or better, manpower rates outlined in the Consultant's Price Proposal dated _____ (For ease of reference, these rates are attached as Exhibit B)

Consultant affirms that it understands and agrees that UMB will set a MBE goal and/or subgoals for those projects over \$100,000 and reserves the right to set an MBE goal for any commissioning projects \$100,000 or less.

The Term of the Master Agreement will be for three (3) years commencing on the date that UMB signs the Master Agreement. Thereafter, UMB, at its sole discretion, may elect to renew the Master Contract for up to two (2) additional years. (the "Renewal Term" or 'Renewal Terms').

The UMB, at its sole option and with thirty (30) days' notice to the Consultant, may elect to discontinue the Master Contract at any time during the Term of the Master Contract with no further obligations to the Consultant and with no penalty. As well, UMB may elect, at its sole option, and with thirty (30) days' notice, discontinue any task order done under a Master Contract with no further obligations to the Consultant and with no penalty. If the UMB elects to discontinue the Master Contract or a Task Order Contract, a summation of work in progress will be made and a mutual agreement as to how to finalize this work in progress will be made.

Any task order that commences during the Term of the Master Contract may be completed under the Master Contract terms and conditions and/or the Task Order Contract terms and conditions, even if the completion date of the Task Order is subsequent to the termination and/or expiration of the Master Contract.

END OF EXHIBIT A

EXHIBIT B

CONSULTANT'S PRICE PROPOSAL

SCHEDULE 2 TO CONSULTING AGREEMENT FOR ADMINISTRATIVE OR TECHNICAL SERVICES

1. Explanation of Terms

As used in Schedule 2, "Contractor" means "Consultant"; "State" means UMB, as an individual State agency, or all State agencies and units collectively, as required by the context of the use; "Contract" means the Agreement to which this Schedule 2 is attached; and "Work" means the work of the Consultant required to complete the Project.

2. Non Hiring of Employees

No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

2. Disputes

Pending Resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

3. Maryland Law Prevails

The laws of Maryland shall govern the interpretation and enforcement of this Contract.

4. Nondiscrimination in Employment

The Contractor agrees: Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability and post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause."

5. Contingent Fee Prohibition

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

6. Multi-Year Contracts Contingent Upon Appropriations

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first."

7. Termination for Default

If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University

can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies And Procedures."

8. Termination for Convenience

The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

9. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

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

10. Modifications

This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

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.

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.

13. Suspension of Work

The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University."

14. Preexisting Regulation

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

15. Payment of State Obligation

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

16. Financial Disclosure

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

17. Political Contribution Disclosure

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

18. Retention of Records

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

19. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- c. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract."

20. Cost and Price Certification

The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- a. A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
- b. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
- c. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current."

21. Truth In Negotiation Certification

The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:

- a. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
- b. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
- c. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

22. Contract Affidavit

The attached Contract Affidavit must be signed as part of this Agreement.

23. Anti-Bribery

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

24. Intellectual Property

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

25. Mandated Contractor Reporting of Suspected Child Abuse & Neglect

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

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

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

26. Changes

This Agreement may be amended with the consent of both parties. Amendments may not change significantly the scope of the Agreement.

27. Ethics

This Agreement is cancelable in the event of a violation of the Maryland Public Ethics Law by the Consultant or any University employee in connection with this Agreement.

28. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article 4-301 et seq. ("the Act")).

Consultant acknowledges that the University is a HIPAA hybrid covered entity. Consultant agrees that Consultant's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by the University. Such Business Associate Agreement is either attached hereto as Schedule H or Consultant shall promptly execute such Business Associate Agreement upon the University's request. Consultant shall also cause any subcontractor, agent, or party under Consultant's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by the University.

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)

ATTACHMENT D
SOLICITATION TERMS AND CONDITIONS

Attachment D
SOLICITATION TERMS AND CONDITIONS
RFP 91187 MC – On Call MEP and BE Commissioning Consulting Services for UMB

1. Submission Format

Submittal of the RFP proposal(s) should be prepared in a clear and concise manner and should be compiled in the order listed in Section 3 Articles for each submission with page numbers for ease of reference by the Evaluation Committee. It is preferable that tabs separating each section/aspect of the response be utilized. The University prefers an electronic PDF format that is organized with bookmarks. The contents of each submission must address the requested items in Section 3 Articles and additionally must include the appropriate completed forms as indicated. Failure to include any of the items listed may result in the submission being found non-responsive and/or will affect the evaluation of your firm's submission.

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

2. Due Date and Time

The Technical Proposal shall be submitted via email to the address provided in the Solicitation schedule with the 'sent' email time to be 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. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

3. Late Proposals

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

4. Multiple/Alternative Proposals

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

5. Modifications and Withdrawals of Proposals

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

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

6. Pre-Proposal Conference

A Pre-Proposal Conference will not be held in conjunction with this procurement.

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

University of Maryland, Baltimore

Construction & Facilities Strategic Acquisitions

All questions on this procurement are to be directed via email to the following individuals:

Primary Point of Contact: Michelle Compton: mcompton@umaryland.edu

The UMB Procurement Officer is:

Jack Mumma
Executive Director, Procurement Officer
Construction & Facilities Strategic Acquisitions
University of Maryland, Baltimore
jmumma@umaryland.edu

8. Questions, Inquiries, Clarifications, and Addenda

Questions and inquiries shall be submitted to the Issuing Office in writing no later than the date and time indicated in the 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 expenses made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.

Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the University's bid board. The Proposer shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form.

9. Signing Of Forms

The Proposal 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 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.

10. 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.

11. Right to Reject Proposals and Waive Irregularities

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

12. Cancellation of the RFP

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

13. Proposal Acceptance

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

14. Confidential/Proprietary Information

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

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

15. Financial Disclosure by Persons Doing Business with the State

Proposers providing materials, equipment, supplies or services to the University must comply with Section 13-221 of the State Finance & Procurement Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the University and receives in the aggregate \$200,000, or more, during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State a list containing the names and address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

16. Arrearages

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

17. Economy of Preparation and Incurred Expenses

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

18. Debriefing of Unsuccessful Proposers

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

19. Maryland Public Ethics Law

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

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

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

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

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

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

21. Payments to Contractors by Electronic Funds Transfer

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

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

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

<https://marylandtaxes.gov/divisions/gad/docs/GADX10Form20150615.pdf>

22. Minority Business Enterprise Notice

Minority Business Enterprises are encouraged to respond to this solicitation. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 410-865-1269 or view the MDOT website <http://www.mdot.state.md.us/mbe/index.html>. **UMB intends to set a MBE goal and/or subgoals for those projects over \$100,000 and reserves the right to set an MBE goal for any commissioning projects \$100,000 or less). Refer to Attachment H of the Solicitation for information and required forms regarding the MBE Program.**

1. Establishment of Goal and Subgoals.

All firms who are awarded a Master Contract acknowledge that they understand that on a task order by task order basis, the University will establish MBE goals for Task Orders over \$100,000 and/or subgoals for Task Orders over \$200,000 in accordance with the State of Maryland MBE Program. Refer to Attachment H of the Solicitation for information and required forms regarding the MBE Program.

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

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

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

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

- (a) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of task order submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.

- (c) A Bidder/Offeror requesting a waiver should review Attachment H-1B (Waiver Guidance) and H-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

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

4. Bidders/Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in **Attachment H-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.
5. MBE Attachment H-1A part 4 (MBE Participation Schedule) is to be included with each task order price proposal. Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award of an individual task order, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.
- (a) Outreach Efforts Compliance Statement (**Attachment H-2**).
 - (b) MBE Prime/Subcontractor Project Participation Certification (**Attachment H-3A/3B**).
 - (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
 - (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

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

6. A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdod.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
7. The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:
- (a) **Attachment H-4A** (Prime Contractor Paid/Unpaid MBE Invoice Report).
 - (b) **Attachment H- 4B** (MBE Prime Contractor Report)
 - (c) **Attachment H-5** (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).
8. A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request

(Attachment H-1C) and all documentation within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.

9. All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment H-1A**), completed and submitted by the Bidder/ Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes.
10. The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Attachment H-6).
11. As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

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

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

12. With respect to Contract administration, the Contractor shall:
 - (a) Submit by the 10th of each month to the Agency's designated representative:
 - (i) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment H -4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - (ii) (If Applicable) An MBE Prime Contractor Report (Attachment H-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
 - (b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th of each month to Department's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment H-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.

- (c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- (d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- (e) Upon completion of the Contract and before final payment and/or release retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

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.

The selected Contractor shall secure, pay the premiums for, and keep in force until the expiration of the term of the contract, including renewals, adequate insurance as provided below*, such insurance to specifically include liability assumed by the Contractor under the contract:

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

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

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

The Contractor shall furnish the University with a certificate of insurance as evidence of the required coverage. For all insurance, except for worker's compensation and professional liability insurance, the insurance certificates shall specifically identify the materials and equipment, and shall name the University of Maryland, Baltimore (UMB), University 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.

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

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

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

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

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

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

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

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

END OF ATTACHMENT D

ATTACHMENT H: MBE INSTRUCTIONS AND FORMS
(issued as a separate file)

For any task order where an MBE goal or subgoal established, the following forms shall be completed.

Contents:

MBE H-1A PART 1 - Instructions

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

To be included with Technical Submission-located in Attachment A

MBE H-1A PART 3 - MBE Participation Schedule

(issued as a separate file upon Task Order award)

MBE H-1A PART 4 - Signature Page

(issued as a separate file upon Task Order award)

MBE H-1B – Waiver Guidance

N/A

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

N/A

MBE H-2 - Outreach Efforts Compliance Statement

N/A

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

(issued as a separate file upon Task Order award)

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

(issued as a separate file upon Task Order award)

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

(issued as a separate file upon Task order award)

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

H-1A

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

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

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

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

NAICS Code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term “Graduated” follows the Code in the MDOT MBE Directory.

5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime’s ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime’s ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime’s ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor’s Office of Small Minority & Women Business Affairs’ website for the MBE Prime Regulations Q&A for illustrative examples. http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract

subgoals, if any.

7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

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

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

Example for illustrative purposes of applying the

60% rule: Overall contract value: \$2,000,000

Total value of supplies: \$100,000

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

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

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

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

successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.

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

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

10. CAUTION: The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in PART 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in PART 2- for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in PART 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).
11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

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

Overall Goal

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

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

In connection with the bid/proposal submitted in response to Solicitation No.
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 ____ percent and all of the following subgoals:

____ percent for African American-owned MBE firms
____ percent for Hispanic American-owned MBE firms
____ percent for Asian American-owned MBE firms
____ percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete PART 3 - MBE Participation Schedule and Part 4 Signature Page in order to be considered for award.

OR

☐ After making good faith outreach efforts prior to making this submission, I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete Part 3, the MBE Participation Schedule and Part 4 Signature Page for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award. I acknowledge that by checking this box and requesting a full waiver of the stated goal and the stated subgoal(s) if any, I must complete Part 4 Signature Page in order to be considered for award.

Additional MBE Documentation

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

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

I understand that if I fail to return each completed document within the required time, the Procurement

Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

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 awarded firm with each proposal)

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

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

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

CONTINUE ON SEPARATE PAGE IF NEEDED

PART 4 – SIGNATURE PAGE

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

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

Bidder/Offeror Name

(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH Task Order

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 _____, (Prime Contractor) _____ intends to enter into a subcontract with (Certified MBE Subcontractor) _____ with MDOT Certification Number _____ committing to participation by (Certified MBE Subcontractor) _____ of at least \$ _____ which equals _____% of the Total Contract Value for the following products/services:

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.

**PAGE 2 – CERTIFIED MBE SUBCONTRACTOR PARTICIPATION
CERTIFICATION**

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

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) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, 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

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	
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 mailto:

 Signature (Required)

 Date

 Print Name

 Title

H-4B
Minority Business Enterprise
Participation MBE Prime Contractor

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

Signature (Required)

Date

Print Name

Title

MBE Attachment H-6

Liquidated Damages Provisions for Construction Contracts Containing MBE Participation Goals

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

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

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

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