



SOLICITATION FOR
ARCHITECTURAL AND ENGINEERING
PROFESSIONAL SERVICES
FOR
THE UMBC CAMPUS UTILITIES UPGRADES PROJECT
RFP NO: BC-21129-C

ISSUED: 02/11/2019

**PROCUREMENT/ISSUING
OFFICE**

UMBC Department of Procurement & Strategic Sourcing
University of Maryland, Baltimore County
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, MD 21250

PROJECT MANAGEMENT

UMB Office of Facilities and Operations
University of Maryland, Baltimore
620 West Lexington Street
6th Floor
220 Arch Street
Baltimore, MD 21201

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ATTACHMENT A: **Proposal Forms:**
Bid/Proposal Affidavit
Professional Liability Insurance Form
License Documentation Form (Individuals and Firms)
Acknowledgement of Receipt of Addenda Form
References Form (Individual and Firms)
Key Personnel Current Workload Form

Note: The above proposal forms are also available in MS Word format at
<https://umbc.box.com/s/01d5ne25lyr5qtysgl5v2rk8qt9i1wwy>

ATTACHMENT B: MBE Attachments:
Attachment 1A - MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule
Attachment 1B – Waiver Guidance
Attachment 1C – Good Faith Efforts Documentation to Support Waiver Request

Note: The following Contract MBE forms are available at <https://umbc.box.com/s/01d5ne25lyr5gtysgl5v2rk8qt9i1wwy>

Attachment 2 – Outreach Efforts Compliance Statement
Attachment 3A – MBE Subcontractor Participation Certification
Attachment 3B – MBE Prime – Project Participation Certification
Attachment 4A – Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment 4B – MBE Prime Contractor Report
Attachment 5 – Subcontractor Paid/Unpaid MBE Invoice Report

ATTACHMENT C: Contract Forms:
Contract Affidavit Form

University's Standard Form of Agreement with Architects and Engineers available at <https://umbc.box.com/s/01d5ne25lyr5gtysgl5v2rk8qt9i1wwy>

THE FOLLOWING DOCUMENTS ARE PACKAGED OR AVAILABLE SEPARATELY AS INDICATED:

1. The University of Maryland (Baltimore) *Procedure Manual for Professional Architectural/Engineering Services* dated 2009 Edition with 2015 Updates; available at the following website as *Current Edition of the UMB A/E Procedure Manual: [UMB - Facilities and Operations - Design and Construction.](#)*

The following UMBC documents are available at <https://umbc.box.com/s/01d5ne25lyr5gtysgl5v2rk8qt9i1wwy>:

2. UMBC Supplement to UMB Procedure Manual for Professional Architectural/Engineering Services dated February 1, 2018
3. UMBC Utility Infrastructure Assessment, Vol. I, "UMBC Utility Infra Assessment-VOL I.pdf", dated April 2017
4. UMBC Utility Infrastructure Assessment, Vol. II, "UMBC Utility Infra Assessment-VOL II.pdf", dated April 25, 2017
5. UMBC Utility Infrastructure Assessment, Additional Assessments, "UMBC Utility Infra Assessment-Add Assessments.pdf", dated March 2018
6. UMBC Campus Stormwater Institutional Management Plan, "UMBC_Final_MDE_IMP_2017_11_12.pdf", dated November 2017

7. UMBC Open Space Planning and Design Guidelines, "FINAL Open Space Planning and Design Guidelines Report.pdf"
8. UMBC Transformer Insulating Fuel Testing, "UMBC Transformer Insulating Fuel Testing 2018.pdf" dated 2018

SECTION 1 - SOLICITATION SCHEDULE: All times indicated below are based on the Eastern Time zone.

Issue Date	Monday, 2/11/19
Pre-Proposal Conference & Site Visit Date	Tuesday, 2/19/19, at 1:30 p.m.
Pre-Proposal Conference Location	University Center (UC) Building, Room 312 UMBC, 1000 Hilltop Circle Baltimore, MD 21250
Deadline for questions for Initial Technical Proposal	Monday, 3/4/19, at 12:00 noon
Responses to questions	Wednesday, 3/6/19, by 5:00 p.m.
Initial Technical Proposal Due Date/Time via UMBC Box	Tuesday, 3/12/19, by 11:59 pm Technic.9cqdsnwunfb1dt3x@u.box.com
Second Technical Proposal	Monday, 4/8/19, at 11:59 p.m.
Second Technical Proposal Due Date/Time via UMBC Box	Box Site: 2nd_Tec.xhxeopefmyyr0oy5@u.box.com
Interview Sessions for Shortlisted Firms	Thursday, 4/11/19, from 9:00 am-5:00 pm and Friday, 4/12/19, from 9:00 am. – 12:00 pm.
Deadline for scope clarification questions for Initial Fee Proposal	Monday, 4/22/19, by 12:00 noon
A/E Fee Pre-Proposal Meeting	Wednesday, 4/24/19, time to be determined
Initial A/E Fee Proposal Due Date/Time via UMBC Box	Wednesday, 5/1/19, at 3:00 pm Box Site: TBD
Initial Fee Proposal Negotiation Session	Monday, 5/6/19, at 3:00-5:00 pm in AD 929
Second A/E Fee Proposal Due Date/Time via UMBC Box	Monday, 5/13/19, at 12:00 noon
2 nd Negotiation Session	Wednesday, 5/15/19, at 2:00-4:00 pm
Third A/E Fee Proposal Due Date/Time via UMBC Box	Monday, 5/20/19, at 12:00 noon
3 rd Negotiation Session	Wednesday, 5/22/19, at 2:00-4:00 pm
Fourth Fee Proposal Due Date	Wednesday, 5/29/19 at 12:00 noon
4 th Negotiation Session	Friday, 5/31/19, at 2:00-4:00 pm
Contract Award	Wednesday, 7/3/19

END OF SECTION 1 - SOLICITATION SCHEDULE

SECTION 2 – SUMMARY AND BACKGROUND

A. SUMMARY

1. The University of Maryland, Baltimore County (UMBC) is seeking proposals for services from qualified professional design firms for professional services for Campus Utility Upgrades with two phases/ two bid packages that include the following:
 - a. Replace high temperature hot water (HTHW) generator.
 - b. Replace transformers and switchgear.
 - c. Replace medium voltage electrical feeders.
 - d. Upgrade emergency generator system.
 - e. Repair deterioration in utility tunnels, including structural, mechanical, and electrical issues.
 - f. Refurbish domestic water system.
 - g. Replace pedestrian and vehicular lighting.
 - h. Stormwater management improvements including ecological restoration of riparian corridor, landscape conversion, and accessible route with pedestrian lighting to stadium complex.

The project will be design and constructed in two (2) phases. See Section 4, A. below for details.

2. The requirements for technical submissions and for design team composition and experience are based on design through construction phase services provided by the same selected firm.

B. UMBC BACKGROUND

Established in 1966, the University of Maryland, Baltimore County (UMBC) is one of twelve institutions that along with two regional centers constitute the University System of Maryland. UMBC is located on 482 acres with 4.2 million gross square feet and only 15 minutes from Baltimore's Inner Harbor and 30 minutes from Washington, D.C. and five minutes from BWI Airport.

UMBC combines the emphasis on teaching found at the best liberal arts colleges with the innovation of a research university. UMBC's students take full advantage of the educational, business, cultural, and recreational resources of Baltimore and Washington, D.C. At UMBC, students work alongside faculty who are leaders in their fields; think about the hard questions of society, science, and creative expression; and then move beyond the classroom to make a difference.

UMBC is increasingly recognized as a major resource for building the State's economy and addressing its social concerns. More than 70% of UMBC's 53,600 active alumni live and work in Maryland, contributing significantly to the State's economic and social vitality. In Fall 2017,

UMBC had 13,662 enrolled students of which 50% are minority enrollments from nearly all 50 states and more than 80 nations, creating a richly diverse student body.

UMBC continues to be recognized for its academic program, innovation, value and campus environment including the following recent rankings:

- The 2018 U.S. News & World Report guide ranked UMBC: (a) the 7th Most Innovative university in the nation, (b) #13 top national university for Strong Commitment to Undergraduate Teaching, and (c) one of the nation's top universities overall on the Best National Universities' list.
- Princeton Review named UMBC one of the nation's top universities in its 2018 guide and featured UMBC in 2017 as one of the "Colleges that Pay You Back."
- UMBC was designated a "Minority Serving" institution for the U.S. Department of Education in February 2017.
- UMBC was named one of the nation's top academic workplaces for the 8th consecutive year by the Chronicle of Higher Education.
- For the eighth consecutive year, *Kiplinger's Personal Finance* has named UMBC a [Best Value College](#), featuring UMBC on both its "top 100" public universities list and "top 300" national list. UMBC is one of just three universities in the State of Maryland to be featured for 2017.
- Both Forbes and Money magazines again recognized UMBC as one of the top value universities nationwide, providing one of the best investments that students and their families can make in higher education in 2017. Fiske Guide to Colleges also recognized UMBC for top academics and supportive community in its 2017 guide.
- UMBC is featured among Business First's top 75 public colleges and universities in the US, jumping up 10 spots from the 2016 rankings.
- Times Higher Education ranked UMBC in the top 5% of global universities in the 2016-17 academic year and as one of the world's top young universities for the 5th year.

UMBC's research expenditures totaled \$78.5M for fiscal year 2017. UMBC is ranked among the Top 20 U.S. universities in NASA funding and is classified by the Carnegie Foundation as a Doctoral University – Higher Research Activity.

END OF SECTION 2 – SUMMARY AND BACKGROUND

SECTION 3 – DEFINITIONS

Defined below are some of the terms used in the RFP:

Architect/Engineer (A/E):	Design Professional, registered in the State of Maryland, engaged by the University as the prime A/E for this project.
A/E Proposer:	The A/E firm responding to this solicitation.
Agreement or Contract:	The contract between the University and the A/E.
BIM:	Building Information Modeling
Client:	University of Maryland, Baltimore County and its faculty and staff.
Code of Maryland Regulations (COMAR):	Official compilation of all administrative regulations issued by agencies of the State of Maryland.
Construction Administration Professional:	Professional who will be representing the A/E team as its primary point of contact and on-site representative during construction.
Construction Documents:	Written and graphic documents prepared or assembled by the A/E for communicating the design of the project and administering the contract for its construction.
Design Team:	The A/E and its consultants.
Minority Business Enterprise (MBE):	MBE regulatory language reproduced in this solicitation may refer to the A/E Proposer, the A/E, and the A/E's sub-consultants by a variety of terms including offeror, bidder, contractor, vendor, and subcontractor. These terms shall be interpreted to have their ordinary meaning in accordance with the intent and context of the applicable statements.
Prime Consultant:	The A/E firm contracted by the University and responsible for the other A/E's, if applicable, and design subconsultants.
Prime Contractor:	The firms engaged by UMBC to construct each phase of the Project.

Project Team: During the Design Phase, the Project Team includes UMBC, UMB, the A/E, the A/E's subconsultants and others as may be included by UMBC (such as a Construction Manager engaged by the University to provide separate cost estimates, etc.). The Prime Contractors will be added to the Project Team at the commencement of construction for each Project Phase.

Proposer: The firm responding to this solicitation.

Subconsultant: Consultants contracted to the A/E.

University: University of Maryland, Baltimore (UMB) and the University of Maryland, Baltimore County (UMBC) collectively

END OF SECTION 3 - DEFINITIONS

SECTION 4 – SCOPE OF WORK

A. DESIGN AND CONSTRUCTION PHASE HIGHLIGHTS

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

- a. Design Team Lead.
- b. Structural Engineer.
- c. Mechanical Engineer.
- d. Electrical Engineer.
- e. Civil Engineer.
- f. Landscape Architect
- g. Hydrologist/Water Resources Engineer
- h. Cost Estimator.

Given the nature of this project, the University prefers that the prime A/E (Design Team Lead) is an engineering firm.

The Prime Consultant shall provide the design necessary to comply with applicable codes and regulations for all work, and as necessary to comply with UMB Procedure Manual and UMBC's Supplement to the Procedure Manual. The Prime Consultant shall evaluate the program for the work, together with associated cost estimates for each area of work, to tailor the project scope within the University's budget limitations of a \$14M Design-to-Dollar (DTD) amount.

1. Phase 1/Construction Package 1:

- a. HTHW Generator replacement.
- b. Building transformer replacement.
- c. Electrical feeder replacement.
- d. Secondary electrical switchgear replacement.
- e. Emergency power system upgrades

2. Phase 2/Construction Package 2:

- a. Utility tunnel repairs
- b. Exterior lighting replacement
- c. Domestic water system refurbishment
- d. Stormwater management improvements, inclusive of the accessible route from Hilltop Circle to Stadium Complex

B. DESIGN AND CONSTRUCTION PHASE SERVICES

1. Project Phases: The A/E team shall provide the following six phases of work as more fully described in the UMB Procedure Manual, the UMBC Supplement to the UMB Procedure Manual, the UMBC Design and Facility Criteria Manual, and applicable codes and regulations:
 - a. Schematic Design Phase.
 - b. Design Development Phase.
 - c. Construction Documents Phase.
 - d. Bidding Phase.
 - e. Construction Phase.
 - f. Post Construction Phase.
2. Project Delivery: The University will be using the Design-Bid-Build project delivery method. Two (2) Prime Contractors will be engaged by the University. One Prime Contractor to construct Phase 1 and one Prime Contractor to construct Phase 2. The Prime Contractors will be responsible for constructing their specific phase of the Project. A Prime Contractor will be procured for each phase of this project as the HTHW generator has a 26 week lead time.
3. Project Team: The University's intent is that the *Project Team* shall work from the beginning of this project through construction completion. The A/E shall provide leadership to the Project Team during the design phase. The A/E will need to coordinate with the Construction Professional engaged by the University to provide cost estimating, constructability review and value engineering services during the design phase. The applicable Prime Contractor shall provide leadership to the Project Team during the construction phase.
4. University's Project Manager: The University shall designate a UMB Project Manager who shall be the University's point of contact during the Design and Construction Phases. This representative shall be the primary channel of communication to the University and shall act as the University's liaison with the Project Team.
5. Partnering: The University is committed to a *Partnering* approach to the successful design and construction of its project. Partnering is a collaboration among professionals (University, Prime Contractor, A/E, and Trade Contractors) to maximize the success of a project while understanding and respecting the responsibilities and expertise of each team member.
6. AutoCAD and BIM: A BIM Utilization Plan will not be applicable on this project. The UMBC CAD standards dated 2/1/18 are available at <https://umbc.box.com/s/01d5ne25lyr5gtysgl5v2rk8qt9i1wwy>:

C. DESIGN SCHEDULE The following time periods are sequential starting from the Notice-to-Proceed (NTP):

Phase 1: HTHW Generator Replacement, Building transformer replacements, electrical feeder replacement, secondary electrical switchgear replacement and emergency power system upgrades:

1. Design Phase: Twenty-six (26) weeks to include the following:
 - 3 weeks at 100% DDs for University's design review, cost estimate preparation and reconciliation and value engineering (VE) session. The University will contract with a Construction professional for a separate cost estimate and reconciliation with the A/E's cost estimate and participation in VE session.
 - 2 weeks at 50% CD for cost estimate preparation and reconciliation. The University will contract with a Construction professional for a separate cost estimate and reconciliation with the A/E's cost estimate.
 - 1 week at 95% CDs for University's design review.
 - 1 week at 100% CDs for back-check by the University.
2. Bidding Phase: 13 weeks including BPW approval and during the Bidding Phase, A/E is to provide a conforming set of the Construction Documents inclusive of all addenda.
3. Construction Phase: 52 weeks from issuance of NTP for construction.

Phase 2: Storm Water Management Improvements inclusive of accessible route from Hilltop Circle to Stadium Complex, Exterior Lighting Replacement, Domestic Water System refurbishment and Utility Tunnel Repairs

1. Design Phase: Fifty-six (56) weeks to include the following:
 - 3 weeks for University's review at 100% SD documents
 - 3 weeks at 100% DD documents for University's review, cost estimate preparation and reconciliation, constructability review and value engineering (VE) sessions. The University will contract with a Construction professional for a separate cost estimate and reconciliation with the A/E's cost estimate, participation in VE session and constructability review.
 - 3 weeks at 50% CD for University's review, and cost estimate preparation and reconciliation. The University will contract with a Construction professional for a separate cost estimate and associated reconciliation with the A/E's estimate.
 - 2 weeks at 95% CDs for University's review.
 - 2 weeks at 100% CDs for University's review
2. Bidding Phase: 13 weeks including BPW approval and during the Bidding Phase, A/E is to provide a conforming set of the Construction Documents inclusive of all addenda.
3. Construction Phase: 60 weeks from issuance of NTP for construction.

END OF SECTION 4 – SCOPE OF WORK

SECTION 5 - INSTRUCTIONS TO PROPOSERS

A. ISSUING OFFICE

1. The Issuing Office is:

University of Maryland, Baltimore County
Department of Procurement & Strategic Sourcing
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, Maryland 21250

2. The Issuing Office shall be the sole point of contact with the University for purposes of the preparation and submittal of proposals in response to this solicitation.
3. All questions on this procurement are to be directed via email to the following individual:

Terry Cook
University of Maryland, Baltimore County
Administration & Finance
Email: tcook@umbc.edu
Phone: 410-455-2939

Or

Elizabeth Moss
University of Maryland, Baltimore County
Department of Procurement & Strategic Sourcing
Email: emoss@umbc.edu
Phone: 410-455-2540

B. LOCATION AND ACCESS

1. Campus maps and visitor parking information are available at:
<https://about.umbc.edu/visitors-guide/campus-map/>
2. UMBC is committed to ensuring that persons with disabilities have equally effective opportunities to participate in and benefit from the University's programs and services. Persons who may require reasonable ADA accommodations should contact the Issuing Office at (410) 455-2273 at least five (5) days prior to any meeting scheduled in connection with this solicitation.

C. PRE-PROPOSAL CONFERENCE

1. A Pre-Proposal Conference will be held at the date, time and location indicated in the Solicitation Schedule.
2. A site walk will be conducted as part of the Pre-Proposal Conference and immediately following the meeting portion of the agenda.
3. Attendance is not mandatory, but is strongly recommended as clarifications may be provided.

D. DUE DATE AND TIME

1. Initial Technical Proposal: The initial technical proposal shall be submitted via email to the Box address provided in the Solicitation Schedule with the email time log no later than the date and time deadline indicated in the Solicitation Schedule. File names for the documents are to include the RFP number and Proposer's name. Submit two (2) sets of the initial technical proposal as follows:
 - One set in Microsoft Word format (for documents created in word processing format).
 - One set in PDF format.
2. Second Technical Proposals: Only those firms shortlisted after review of the Initial Technical Proposal will be requested to submit a Second Technical Proposal. The due date for the Second Phase Technical Proposals will be as provided in the Solicitation Schedule. Submit two (2) sets of the second technical proposal as follows:
 - One set in Microsoft Word format (for documents created in word processing format).
 - One set in PDF format.
3. Proposer Questions/Clarifications: Scope or procedural clarification questions from proposers shall be submitted to the Issuing Office no later than the date and time indicated in the Solicitation Schedule for the Initial Technical Proposal and Second Technical Proposal, respectively. Failure to request such clarification is a waiver of any claim by the Proposer for expense made necessary by reason of later interpretation of the solicitation documents by the University. Requests shall include the RFP number and name and shall be directed in writing by email to the individual referenced with the Issuing Office above.
4. Interview Sessions: Interviews will be conducted with the short-listed proposers on the dates indicated in the Solicitation Schedule.

5. Fee Proposal: A Fee Proposal will be requested from only the highest technically rated Proposer, following the Second Phase Technical evaluation.
 - Scope clarification questions from the highest ranked firm for the development of the fee proposals shall be submitted to the Issuing Office no later than the date and time indicated in the Solicitation Schedule.
 - The due date for the initial fee proposal is anticipated to be on or around the date and time indicated in the Solicitation Schedule.
6. Fee Negotiations: The schedule for fee negotiations with the selected firm is anticipated to be as indicated in the Solicitation Schedule. The fee negotiation schedule provides for an initial negotiating session and three negotiating sessions for fee proposal revisions, if required.

E. LATE PROPOSALS

Any proposals, requests for modification, or requests 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.

F. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

1. Withdrawal of, or modifications to, proposals are effective only if written notice thereof 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 firm.
2. No withdrawal or modifications will be accepted after the time proposals are due.

G. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

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 University. For the same reason, the University reserves the right to waive any minor irregularity in a proposal.

H. IRREVOCABILITY OF PROPOSALS

1. The final A/E fee proposal for programming services shall be irrevocable for two (2) months from the final fee proposal due date. This period may be extended by written mutual agreement between the selected firm and the University.
2. The final A/E fee proposal for the design phases of this project shall be irrevocable for six (6) months from the final fee proposal due date. This period may be extended by written mutual agreement between the selected firm and the University.

I. LICENSES AND REGISTRATIONS

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

J. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight forward, concise description of the proposer's offer to meet the requirements of the solicitation.

K. CONFIDENTIAL/PROPRIETARY INFORMATION

1. 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.
2. 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 your entire proposal with a proprietary statement).

L. MINORITY BUSINESS ENTERPRISE NOTICE

1. Establishment of Goal and Subgoals. An overall MBE subcontractor participation goal of 15% of the total contract dollar amount for the design services has been established for this procurement. Subgoals do not apply for this procurement.
2. Notwithstanding the inapplicability of subgoals, the Proposers are encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet or exceed the overall MBE participation goal.
3. Refer to Additional Requirements Section for MBE participation instructions, including forms to be submitted with Technical Proposals.

M. JOINT VENTURE PROPOSERS

1. If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the initial technical proposal submission, the proposer+ must identify the percentage partnership for each joint venture party, the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP document.
2. If the selected A/E is a joint venture firm, all joint venture parties will be held responsible for the contract obligations separately and severally.

N. ADDENDUM

Any addendum/amendments to the solicitation must be acknowledged by persons and entities known to have been issued, or otherwise to have received the solicitation. An Acknowledgement of Addendum form is provided in Attachment A and is to be submitted accordingly with the Initial Technical Proposal.

O. TECHNICAL PROPOSALS - GENERAL

This solicitation identifies the information that must be furnished in the Technical Proposals. Failure to include any of the items listed may result in a determination by the Procurement Officer that the Proposer is not reasonably susceptible of being selected for award. Proposers should describe in detail and provide evidence supporting the qualifications requested in this solicitation. Proposers are to compile their Technical Proposals in the order listed. It is preferable that tabs are utilized to separate each section or aspect of the response.

1. Project Personnel Definitions/Qualifications:
 - *Principal-in-Charge*: Senior level position from prime/proposing A/E firm (such as Vice President) who will oversee the project from an executive level and to whom the A/E Project Manager directly reports.
 - *A/E Project Manager*: The individual from the Prime Consultant responsible -for the overall management of the project and who serves as the day- to-day contact person for the University and the Prime Contractor during the design and construction phases. This individual provides coordination of the design subconsultants directly or indirectly through others on the team.

- *Project Mechanical Design Engineer:* Licensed, professional mechanical engineer who prepares the mechanical design of the project. HTHW systems are distinctly different from other district or area heating systems. Design errors or oversights due to lack of experience or practical knowledge with HTHW systems create an unacceptable risk to personnel and property. Engineer-of-record for HTHW systems shall have satisfactory experience with this specialized form of heating. Design professionals for HTHW systems shall have documented, successful experience in HTHW utilities, with associated understanding of applicable codes, system maintenance, and safety requirements.
- *Project Electrical Design Engineer:* Licensed, professional electrical engineer who prepares the electrical design of the project.
- *Project Civil Engineer:* Licensed, professional civil engineer who prepares the civil engineering design of the project. Engineer-of-record for project design that is subject to review and approval by Maryland Department of the Environment (MDE) for sediment, stormwater, wetlands, or waterway programs, or review and approval by the US Army Corps of Engineers wetlands and waterways program, shall have satisfactory record of relevant project experience with those agencies.
- *Project Hydrologist/Water Resources Engineer:* Licensed, professional engineer who prepares the ecological restoration design of the project. Engineer-of-record for project design that is subject to review and approval by Maryland Department of the Environment (MDE) for sediment, stormwater, wetlands, or waterway programs, or review and approval by the US Army Corps of Engineers wetlands and waterways program, shall have a satisfactory record of relevant project experience with those agencies.
- *Project Plumbing Design Engineer:* Licensed, professional mechanical engineer who prepares the plumbing design of the project.
- *Project Structural Engineer:* Licensed, professional structural engineer who prepares the structural engineering design of the project.
- *Project Landscape Architect:* Licensed, professional landscape architect who prepare the landscape design of the project.
- *Construction Administration Professional:* Persons from (1) the M/E/P Engineering firm and (2) the Civil Engineering firm who are directly responsible for the construction administration of the project with the majority of the person's CA work being performed on site. (It is the University's preference that the CA professionals be involved during the design in a strong role. Higher consideration will be given to proposals in which a design team member also serves in the role of construction administration professional).
- *Cost Estimator:* Professional person who prepares the cost estimates during the design phase.

2. Project Personnel identified as Key Personnel shall have successful, relevant experience with projects similar to those indicated in this solicitation. Include examples of similar and relevant project experience in resumes for the Key Personnel.
3. Personnel Commitment: By submitting the names of Key Personnel for consideration, the Proposer is committing these people to the University for this Project's duration, if awarded the Project. No personnel changes will be permitted without written authorization from the University via a contract modification issued by the Procurement Officer.
4. Past Project Cost Adjustment: For project construction costs that represent costs paid in the past, Proposers may use the following escalation chart to determine the project cost in today's dollars for purposes of meeting a minimum project cost requirement. The escalation factor is to be calculated from the mid-point of construction and it is cumulative. Project construction costs are not to include the cost of furnishings, fixtures and equipment (FFE).

Calendar year	% Escalation Factor
2008	6
2009	1
2010	1
2011	3.5
2012	3
2013	3.5
2014	4
2015	3
2016	3
2017	3.5
2018	4
2019	4
Onward estimate	4

P. INTERVIEW SESSION

1. Only those Proposers who are shortlisted based on the initial technical evaluation will be requested to attend an Interview Session at the University.
2. Proposers who submit proposals and are shortlisted as a result of the initial technical evaluation will be required to participate in interview sessions with University representatives.
3. The dates for the Interview Session will be as provided on the Solicitation Schedule.
4. Proposers are advised to set those dates aside in their entirety accordingly on the appropriate people's calendars to avoid any conflicts. The actual time on this date will be verified with the applicable proposers at the time it is requested.

5. As follow-up to the interview session, the University reserves the right to visit Proposer's place of business during the evaluation process.
6. See Section 7 for further details.

Q. SIGNING OF FORMS

Signing of A/E Proposal Forms shall comply with the following:

1. If submitted by an individual, shall be signed by the individual.
2. 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.
3. If submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary.

R. INSURANCE COVERAGE REQUIREMENTS

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

- General Liability insurance in an amount not less than \$2,000,000 from and after the date of the A/E Contract and through two (2) years after final acceptance by the University of the Project. Such insurance is to include a contractual liability endorsement.
- Workmen's Compensation insurance per statutory requirements.
 - As a condition to the A/E contract, the A/E shall deliver to the University, not later than the date of execution of the A/E Contract, a certificate of insurance verifying compliance with the above insurance requirements.
 - Such Certificates/ Memoranda shall also provide for notice to the University not later than thirty (30) days prior to the expiration or cancellation of the referenced policy.
- Professional liability insurance in an amount not less than \$3,000,000.
- Any and all insurance obtained and maintained by the A/E under the Contract for this project shall indicate, in form satisfactory to the University, that the University may make a claim against such insurance. Failure to do so shall be a material breach of the A/E Contract.
- In the event that the A/E terminates, as a business entity, for any reason whatsoever, or in any manner whatsoever, the A/E shall obtain and provide for the maintenance of professional liability insurance, specifically covering the A/E's obligations performed or to be performed under the Contract for this project, in the amount set forth herein for the remainder of the time set forth herein.

END OF SECTION 5 – INSTRUCTIONS TO PROPOSERS

SECTION 6 - INITIAL TECHNICAL PROPOSAL

The Initial Technical Proposal consists of the following:

1. Transmittal Letter.
2. Standard Form SF 330 Part I (Contract Specific Qualifications as noted below)
3. Basis for Selection.
4. Economic Benefit.
5. Required Forms (see Attachment A and B).
 - a. Bid/Proposal Affidavit Form.
 - b. Professional Liability Coverage Form.
 - c. License Documentation Forms.
 - d. Key Personnel Reference Forms.
 - e. Firm Reference Forms.
 - f. MBE Participation Form.
 - g. Acknowledgement of Receipt of Addendum Form (if applicable).

Standard Form 330 forms are available on the General Services Administration's website: <http://www.gsa.gov> in the "standard forms" section of the GSA Forms Library.

A. TRANSMITTAL LETTER

A transmittal letter prepared on the Proposer's business stationery must accompany Technical Proposals. The purpose of this letter is to transmit the Proposal; therefore, the letter shall be brief, but list all items contained within the Technical Proposal. The letter must be signed by an individual who is authorized to bind the proposer's firm to all statements, including services and financials, contained in the Proposal. The letter must include the contact name for the proposal, including telephone number and email address.

B. STANDARD FORM SF 330, PART 1

Standard Form SF 330, Part I, Contract Specific Qualifications: Submit form completing all sections and following the form's instruction. Provide the following information:

1. Section A, Contract Information.
2. Section B, Architect-Engineer Point of Contact.
3. Section C, Proposed Team.
4. Section D, Organization Chart of Proposed Team: Include the following information:
 - a. Each firm's name and discipline or specialty.
 - b. Each key person's name, role, discipline or specialty, and office location.
 - c. The managerial relationship among the persons and firms.
 - d. A written description of the proposed contractual relationships among the firms. If the proposal includes more than one architecture firm or a joint venture, identify the proposed general scope of work of each architecture firm.
 - e. A summary or matrix of prior working relationships among proposed team members.
5. Section E, Resumes of Key Personnel proposed for this Contract: Submit resumes and experience for the key personnel noted below. If a person has less than five years with their current employer, Proposers are to provide prior employment history for this Key Person (i.e. all prior employers' names and number of years with that employer):
 - a. Principal in Charge.
 - b. A/E Project Manager.
 - c. Project Mechanical Engineer.
 - d. Project Electrical Engineer.
 - e. Civil Engineer
 - f. Hydrologist/Water Resources Engineer
 - g. Landscape Architect
 - h. Construction Administration Professional – M/E/P*
 - i. Construction Administration Professionals – Civil*
 - j. Cost Estimator.

*Note: If g and h are members of the design team in another role, Proposers are to submit an additional resume for the CA role to demonstrate project experience in this role versus the design role.

Resumes are to include project experience for each of the Key Personnel with the following information:

- i. Project name and location.
 - ii. Full description of the project including related information to adequately convey similarities to the proposed project work.
 - iii. The role the person performed on the project, the dates of the person's involvement, and related information to convey the experience and expertise of the person.
 - iv. Construction cost.
 - v. Start and completion date of the project.
 - vi. Project delivery method (Design-Bid-Build, Construction Management at Risk, Design-Build, etc.).
6. Section F, Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract. Submit number of projects indicated below for the applicable design discipline. Projects submitted shall be similar or relevant to the UMBC Utilities Upgrade Project and meet the criteria indicated.
- a. The example project submission shall include the following
 - i. Project Name and Location.
 - ii. Project Owner, Contact Person and Telephone Number.
 - iii. Design Start Date, Construction Start and Project Substantial Completion Date.
 - iv. Project Construction Cost.
 - v. Contract Method (i.e., D-B-B CMAR or DB).
 - vi. Similarities of the submitted project to the University's project.
 - vii. Brief Description of the project.
 - viii. Names of Proposed Key Personnel who were involved in the project, the assigned role for each key people and the duration on which the person was involved in the project.
 - ix. Project Setting (i.e., university, suburban campus setting, open or constrained site, etc.).
 - x. Example projects shall have been completed within the last 10 years.
 - b. The projects submitted by subconsultants firm may duplicate the projects submitted by the Prime A/E firm, provided the subconsultants have provided the required services for those projects.

- c. Prime A/E Firm: Submit two design projects performed in which the proposing/ prime A/E firm was the Architect/Engineer of Record. If the prime A/E firm is a Mechanical and/or Electrical Engineering or Civil Engineering firm, the applicable firm is to provide the two design projects requested under Prime A/E Firm in addition to the projects requested under the applicable design discipline.
- i. One project must be complete for at least six months.
 - ii. One project must have been delivered using the design-bid-build project delivery method

Note: Higher Consideration given based on the extent to which the following applies:

1. The proposed key people were involved in the project, particularly in the proposed role.
2. Higher education setting.
3. The firm served in the role of Prime A/E.
4. Projects which are closer to the size to the University's project based on the construction cost and plus identified escalation factor noted above on page 5-7.

- d. Mechanical Engineering Firm: Submit two (2) mechanical engineering projects meeting the following criteria:
- i. The mechanical design work on the two projects must have been done by the proposed M/E firm.
 - ii. Both projects must be infrastructure related.
 - iii. One (1) of the two (2) mechanical projects must include design of a High Temperature Hot Water (HTHW) System with distribution from a central utility plant.

Note: Higher Consideration given for Mechanical/Electrical Projects based on the extent to which the following applies:

1. Proposed key people were involved in the project, particularly in the proposed role.
2. The second project includes HTHW with distribution from a central utility plant.
3. Higher education/campus setting.
4. Similar in scope, complexity and/or dollar value.

e. Electrical Engineering Firm: Submit two (2) electrical engineering projects meeting the following criteria:

- i. The electrical design work on both projects must have been done by the proposed M/E firm.
- ii. Both projects must be infrastructure related.

Note: Higher Consideration given for the submitted projects based on the extent to which the following applies:

1. Proposed key people were involved in the project, particularly in the proposed role.
2. Higher education/campus setting.
3. Similar in scope, complexity and/or dollar value.

f. Civil Engineering Firm: Submit two (2) projects meeting the criteria noted below.

- i. Both projects must include Storm Water Management (SWM), Sediment Erosion Control, Forest Conservation, and Utility Relocation.
- ii. One project must be in the State of Maryland and require direct coordination with the Maryland Department of the Environment.

Note: Higher Consideration for the following:

1. Project includes a pedestrian bridge.
2. Higher education/campus setting.
3. Similar in scope, complexity and/or dollar value.

g. Hydrologist/Water Resources Engineer: Submit one project that must include ecological restoration similar in scope and complexity to UMBC's project.

Note: This project is to be submitted by either a separate subconsultant or by another firm on the project team.

- h. Cost Estimating Firm: Submit one project meeting the criteria noted below.
 - i. Design-Bid-Build project delivery method.
 - ii. Project includes Utility and Infrastructure work similar to the UMBC project.

Note: Higher Consideration given for the submitted project based on the extent to which the following applies:

- 1. The proposed cost estimator was *directly* involved in the project and the preparation of the estimate(s), particularly in the proposed role.
 - 2. Higher education/campus setting.
 - 3. Similar in scope, complexity and/or dollar value.
7. Section G, Key Personnel Participation in Example Projects. Provide matrix depicting key personnel identified in Section E, provide role on the example projects, and proposed roles in this contract.
8. Section H, Additional Information. Provide a Summary of Qualifications, a written description of why the Proposer is most qualified and skilled to design this Project. This should be objective and limited to not more than two (2) typewritten pages with a font size no smaller than 12.

C. BASIS FOR SELECTION

Provide a brief explanation as to why each firm was selected for the proposed A/E team (limit 2 pages with a font size no smaller than 12).

D. ECONOMIC BENEFIT

- 1. Provide a detailed, but concise, overall description as to how the award of this contract will benefit the economy of the State of Maryland if your firm is the successful A/E.
- 2. Such information is to include, but are not limited to:
 - a. A/E team members who are Maryland firms.
 - b. Number of employees in each A/E team member firm who are Maryland residents.

E. LICENSE DOCUMENTATION FORM

Complete and submit the License Documentation forms (found in Attachment A) as follows:

- a. For the individuals in the roles identified on the Proposing Team; and,
- b. For the person in responsible charge for each firm who will be stamping the drawings and must be licensed in Maryland.

F. PROFESSIONAL LIABILITY COVERAGE FORM

1. Complete the Professional Liability Insurance Form (found in Attachment A) to confirm the required professional liability insurance coverage (\$3 Million) including current and proposed additional coverage to be guaranteed if awarded the contract.
2. Include in this statement the dollar value of such coverage, expiration date and name of the insurance company.
3. Where the proposing A/E team is a joint venture (JV), comply with one of the following:
 - a. The JV, as a legal entity, must have the required \$5 Million professional liability insurance coverage.
 - b. Each party of the JV must have the required \$5 Million professional liability insurance coverage.
4. Professional Liability insurance shall be provided not less than from the date of the A/E Contract and through ten (10) years after final acceptance of the Project by the University.

G. MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION FORM

Complete the Minority Utilization Form (MBE Attachment C-1A, Parts 2 and 3) to describe the extent to which the required MBE participation level and subgoals, if applicable, are achieved.

Note: *The MBE Attachment C-1A, Parts 2 and 3 MUST be included in the Proposer's Initial Technical Proposal. If a Proposer fails to submit a completed Attachment C-1A Parts 2 and 3 with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award. Failure to include these Attachment C-1A documents is not curable.*

H. BID/PROPOSAL AFFIDAVIT FORM

The Bid/Proposal Affidavit included in this package (see Attachment A for this form) must be executed by each responding proposer and submitted with the proposer's technical proposal.

I. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM FORM

Complete the acknowledgement of receipt of addendum form, if applicable.

J. FIRM REFERENCE FORMS

Firm references are to be provided in the Initial Technical Proposal as indicated below. Proposers are to use the "Firm Reference Form" provided in Attachment A; however, referencing checking will only be conducted on firms short listed following the initial technical evaluation.

1. *Prime/Proposing A/E Firm*: Provide two (2) firm references based on the two (2) submitted projects.
2. *Mechanical Engineering Firm*: Provide two (2) firm references based on the two (2) submitted projects.
3. *Electrical Engineering Firm*: Provide two (2) firm references based on the two (2) submitted projects.
4. *Civil Engineering Firm*: Provide two (2) firm references based on the two (2) submitted projects.
5. *Hydrologist/Water Resources Firm*: Provide one firm reference based on the submitted project.
6. *Cost Estimating Firm*: Provide two (2) firm references of which one is from the submitted project and the other is from another similar project.
7. Note: For each of the firms named above, provide two additional references to be used only in the event the University is unable to contact one or more of the initial references provided. For each of these references, provide a list of applicable projects with a brief description of each inclusive of dollar size and date completed.

The University reserves the right to verify all information given if it so chooses, as well as to check any other sources available (including itself if not provided as such). Ensure that accurate information is provided and that the contact person is capable of speaking to a firm's capability in performing the services required. References will be held in the strictest of confidence.

K. KEY PERSONNEL REFERENCE FORMS

Provide three (3) references for the following Key Personnel references by completing the Key Personnel Reference Form for each and based on their project experience included in the initial technical proposal either via the firm's project experience for the person's resume (see Attachment A for this form):

1. A/E Project Manager.
2. Project Mechanical Engineer.
3. Project Electrical Engineer.
4. Civil Engineer.
5. Hydrologist/Water Resources Engineer
6. Landscape Architect
7. Construction Administration Professionals – M/E/P
8. Construction Administration Professionals – Civil
9. Cost Estimator.

END OF SECTION 6 – INITIAL TECHNICAL PROPOSAL

SECTION 7 - SECOND PHASE TECHNICAL

This phase consists of the (1) submission of a Second Phase Technical Proposal and (2) and an Interview Session with the University.

A. Second Phase Technical Proposal: Consists of the following:

1. *Transmittal Letter.*
2. *Special/Unique Qualifications.*
 - Provide a narrative to elaborate on the special/unique qualifications and experiences of the proposed A/E team (in addition to projects submitted in the initial technical proposal), which make it uniquely capable to provide A/E services on the University's project.
 - Special firm and individual expertise and experience are to be included.
 - The narrative should be objective and limited to not more than two (2) single-spaced, typewritten pages using no smaller than 12-point font.

3. *Key Personnel Workload:*

Complete the "Key Personnel Workload" form (found in Attachment A) for the following key people:

1. A/E Project Manager.
2. Project Mechanical Engineer.
3. Project Electrical Engineer.
4. Project Civil Engineer.
5. Hydrologist/Water Resources Engineer
6. Construction Administration Professional – M/E/P.
7. Construction Administration Professional – Civil.

B. Interview Session:

- a. The purposes of the Interview Session are as follows:
 - i. For the University to meet the Proposer's key personnel.
 - ii. Review the Proposer's scope of services for the programming services for this project.
 - iii. Review the Proposer's special/unique qualifications.
 - iv. Allow the Proposer to respond to other inquiries that the University has during the course of the session.

- b. The Interview Session will be informal as the University is not interested in a marketing presentation; rather, the University is requesting a round table discussion with the shortlisted A/E firms.
- c. Each shortlisted A/E firm will be required to have the following select key personnel attend:
 - i. Principal in Charge.
 - ii. A/E Project Manager.
 - iii. Project Mechanical Design Engineer.
 - iv. Project Electrical Design Engineer.
 - v. Project Civil Engineer
 - vi. Hydrologist/Water Resources Engineer
 - vii. Construction Administration Professional – MEP
 - viii. Construction Administration Professional - Civil.
- d. Upon completion of the Interview Session, the University will conduct the Second Phase Technical Evaluation.

END OF SECTION 7 – SECOND PHASE TECHNICAL

SECTION 8 – EVALUATION

A. INITIAL TECHNICAL EVALUATION

1. An evaluation of the Initial Technical Proposals will be conducted by the University's Qualification Committee resulting in a shortlist of firms.
2. Only shortlisted A/E firms will advance in the procurement process.
3. The Procurement Officer will review the shortlist and, upon approval, notify all proposing firms of the names of all proposers and indicating those who have been short-listed.

B. SECOND TECHNICAL EVALUATION

1. A Second Phase Technical evaluation will be conducted by the University Qualification Committee after review of the Second Phase Technical Proposals, reference checking, and the Interview Sessions conducted with the shortlisted A/E firms.
2. The evaluation from the Initial Technical Proposal evaluation will be brought forward with the exception of the category for Key Personnel, which will be re-evaluated, based on the interview session. This evaluation will be combined with the Second Phase Technical Evaluation for a final ranking of firms.
3. The Qualification Committee will submit to the Procurement Officer the final ranking of the shortlisted A/E firms.
4. The Procurement Officer will review these rankings accordingly.
5. Upon approval of the Qualification Committee's ranking report, the Procurement Officer shall designate a Negotiation Committee.
6. All shortlisted firms will be notified and only the candidate firm ranked number one will be asked to provide a fee proposal.

SECTION 9: A/E FEE PROPOSAL, NEGOTIATIONS AND AWARD

A. A/E FEE PROPOSAL FORM

The candidate firm ranked as technically number one will be provided with the forms and format for the fee proposals:

- B. A/E DESIGN FEE PROPOSAL:** The candidate firm shall submit the Preliminary Design Fee Proposal for the Campus Utilities Upgrades Project based on the information in the solicitation documents, the discussions at the interview session and the University's responses to the selected firm's scope of work questions. The A/E fee proposal is also to include costs associated with reimbursable expenses on a not-to-exceed basis with no mark-up by the A/E firm; that is, reimbursable expenses are limited to the actual costs of the expense only. Subsequent A/E fee proposals will be submitted based on the discussions at the negotiation sessions.

Note on Reimbursable Expenses: The University only accepts the following items as "reimbursable expenses". All other expenses are considered part of the cost of doing business and, therefore, included in a firm's overhead rate.

1. Printing expenses (reproduction of documents for review by other parties such as the University and other State agencies).
2. Out-of-state travel (if any) defined as a minimum of seventy-five (75) miles one way from the University. Authorized, reimbursable travel expenses are subject to the schedule of reimbursement rates provided in the University System of Maryland Policy for Travel Reimbursement and Mileage (found at <https://www.usmd.edu/regents/bylaws/SectionVIII/VIII1110.pdf>).
3. Geotechnical investigation and testing.
4. Fire flow tests.
5. MDE Expediter.
6. Renderings for (1) the SWM Feature and (2) accessible route to the stadium.
7. Fee negotiations will be conducted between the selected (candidate) firm and the University Negotiation Committee.
8. The University will negotiate the fees for programming services with the associated time frame and the preliminary design fee.
9. Upon successful completion of fee negotiations, UMBC will proceed with the contract award for the design services inclusive of the review and approval by the University Review Group and approval by the Board of Public Works.

10. If the Procurement Officer determines that a satisfactory contract cannot be negotiated with the candidate firm, the negotiations shall be terminated. In such instances, UMBC shall either commence negotiations with the candidate firm ranked number two or re-advertise the procurement, as it deems appropriate.

C. AWARD

1. After notification of contract award for complete design services, the successful A/E firm will be required to sign the University's Standard Form of Agreement with Architects and Engineers for the design of the project (Attachment C).
2. Upon approval by the University Review Group and the Board of Public Works of the contract for complete design services, the University will fully execute the contract with the successful A/E firm.
3. UMBC anticipates having a contract in place with the successful A/E firm in July 2019.

END OF SECTION 9 – A/E FEE PROPOSAL AND NEGOTIATIONS

SECTION 10 – ADDITIONAL PROPOSAL REQUIREMENTS

A. eMARYLAND MARKETPLACE

The successful proposer under this solicitation must be registered on eMaryland Marketplace prior to receiving a contract award.

B. 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.

C. INCURRED EXPENSES

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

D. MARYLAND PUBLIC ETHICS LAW

1. 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.
2. 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.
3. 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.
4. 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.

E. USE OF AFFILIATES TO AVOID TAXATION ON INCOME FROM STATE USE CONTRACTS

Contractor may not for any period during the Contract term, seek to reduce the amount of Contractor's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other intangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and 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 does not claim a deduction against Maryland income tax for such payments, and the affiliated company receiving the royalty or similar payment files Maryland income tax returns 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.

F. PROCUREMENT REGULATIONS

This A/E solicitation and any resulting contract shall be governed by the USM Procurement Policies and Procedures, the State Finance and Procurement Article of the Annotated Code of Maryland, as amended, and by State Procurement Regulations, Code of Maryland Regulations (COMAR), Title 21, as applicable.

G. PAYMENTS TO CONTRACTORS BY ELECTRONIC FUNDS TRANSFER (EFT)

1. 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.
2. 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.
3. The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland. That web address is:
 - a. http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

H. 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.

I. MINORITY BUSINESS ENTERPRISE REQUIREMENTS

1. Refer to Instructions for Proposers for MBE Goals and Subgoal.

Attachments C-1 to C-5 – The Minority Business Enterprise participation instructions, and forms noted below are provided to assist Proposers. Only Attachment C-1A, Parts 1, 2 and 3 are included in this solicitation document (Attachment B). The other MBE forms are available at <https://umbc.box.com/s/01d5ne25lyr5qtysgl5v2rk8qt9i1wwy>

Attachment C-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Parts 2 and 3 must be submitted with Initial Technical Proposal**)

Note: If a Proposer fails to submit a completed Attachment C-1A Parts 2 and 3 with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award. Failure to include these Attachment C-1A documents is not curable.

- | | |
|-------------------------------|---|
| a. Attachment C-1B | Waiver Guidance |
| b. Attachment C-1C
Request | Good Faith Efforts Documentation to Support Waiver |
| c. Attachment C-2 | Outreach Efforts Compliance Statement |
| d. Attachment C-3A | MBE Subcontractor Project Participation Certification |
| e. Attachment C-3B | MBE Prime Project Participation Certification |
| f. Attachment C-4A | Prime Contractor Paid/Unpaid MBE Invoice Report |
| g. Attachment C-4B | MBE Prime Contractor Report |
| h. Attachment C-5 | Subcontractor/Contractor Unpaid MBE Invoice Report |

2. A Proposer shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment C-1A) whereby:
 - a. The Proposer 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 Proposer 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 Bid/Proposal submission. The Proposer 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 Proposer requesting a waiver should review Attachment C-1B (Waiver Guidance) and C-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.
3. Proposers are responsible for verifying that each of the MBEs (including any MBE primes or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in Attachment C-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.
4. Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Proposer must provide the following documentation to the Procurement Officer.
 - a. Outreach Efforts Compliance Statement (Attachment C-2).
 - b. MBE Prime/Subcontractor Project Participation Certification (Attachment C-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 Proposer responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

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

5. 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.mdot.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.
6. The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractors to submit the following forms to provide the State with ongoing monitoring of MBE Participation:
 - a. Attachment C-4A (Prime Contractor Paid/Unpaid MBE Invoice Report).
 - b. Attachment C- 4B (MBE Prime Contractor Report)
 - c. Attachment C-5 (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).
7. A Proposer 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 C-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.
8. All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment C-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.
9. The Proposer 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.
10. 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 4A of the MBE Participation Schedule (Attachment C-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 C-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 if the MBE firm is performing a commercially useful function on the Contract.

11. With respect to Contract administration, the Contractor shall:
 - a. Submit by the 10th of each month to the Agency's designated representative:
 - A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment C-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
 - (If Applicable) An MBE Prime Contractor Report (Attachment C-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 the Department's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment C-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 of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.
12. The contract awarded as a result of this procurement requires the awarded A/E firm to make good faith efforts to comply with the Minority Business Enterprise Program and

contract provisions. The University and the A/E Firm acknowledge and agree that the University will incur damages, including but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the A/E 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 University 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 University that the A/E failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the A/E agrees to pay liquidated damages to the University at the rates set forth below. The A/E expressly agrees that the University may withhold payment on any invoices as a set-off against liquidated damages owed. The A/E 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 A/E'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 University reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

END OF SECTION 10 – ADDITIONAL PROPOSAL REQUIREMENTS

SECTION 11 – AVAILABLE PROJECT INFORMATION

The following Documents are accessed separately from this solicitation document as indicated:

- a. University of Maryland Baltimore's Procedure Manual for A/E Services, 2015 update, available at [UMB - Facilities and Operations - Design and Construction.](#)
- b. The following documents are available at <https://umbc.box.com/s/01d5ne25lyr5gtysgl5v2rk8qt9i1wwy>
 - UMBC Utility Upgrade Program, Part I and Part II dated June 2018.
 - UMBC Supplement to UMB Procedure Manual for Professional Architectural/ Engineering Services dated 2/1/18.
 - UMBC Utility Infrastructure Assessment, Vol. I, "UMBC Utility Infra Assessment-VOL I.pdf", dated April 2017
 - UMBC Utility Infrastructure Assessment, Vol. II, "UMBC Utility Infra Assessment-VOL II.pdf", dated April 25, 2017
 - UMBC Utility Infrastructure Assessment, Additional Assessments, "UMBC Utility Infra Assessment-Add Assessments.pdf", dated March 2018
 - UMBC Campus Stormwater Institutional Management Plan, "UMBC_Final_MDE_IMP_2017_11_12.pdf", dated November 2017
 - UMBC Open Space Planning and Design Guidelines, "FINAL Open Space Planning and Design Guidelines Report.pdf"
 - UMBC Transformer Insulating Fuel Testing, "UMBC Transformer Insulating Fuel Testing 2018.pdf" dated 2018

The requirements contained in these documents are expressly incorporated by this reference into the Contract with the University awarded as a result of this solicitation. Additionally, all terms of this Solicitation document, including the attachments, shall be incorporated into the terms of the Contract. The Proposer by submitting its proposal agrees that if awarded the Contract that it, as A/E, will be bound under the Contract to all the terms and conditions thereof inclusive of the University's Standard Form of Agreement included in this solicitation document.

END OF SECTION 11 – AVAILABLE PROJECT INFORMATION

CAMPUS UTILITIES UPGRADES PROJECT
RFP NO: BC-21129-C

ATTACHMENTS

A/E Solicitation #BC-21129-C

for

UMBC Campus Utilities Upgrades Project

ATTACHMENT A
PROPOSAL FORMS

BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

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

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

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

B-2. Certification Regarding Veteran-Owned Small Business Enterprises.

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the

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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 names of persons 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

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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 names of the persons 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 Department of Labor, Licensing, and Regulation, 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

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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)

PROFESSIONAL LIABILITY INSURANCE FORM

A/E 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 \$3M professional liability insurance coverage prior to execution of the contract. Failure to complete the insurance information may result in your firm being disqualified from further consideration for this project.

Dollar Value: \$ _____

Expiration Date: _____

Insurance Company: _____

Comments (if any):

Note: Please include information on current and proposed additional coverage to be guaranteed if awarded the contract. Should an A/E 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.

LICENSE DOCUMENTATION – KEY PERSONNEL

PROPOSER (A/E FIRM): _____

Subject to exemptions within Maryland State regulations, individuals practicing occupations requiring licensure by Maryland Board of Architects or Board of Engineers must be licensed by the Maryland Department of Labor, Licensing and Regulations (DLLR).

Positions required for this project are listed below; for each, insert the name of the proposed individual, license number and state of licensure. Every individual named on this attachment should be represented in the U.S. Standard Form 330 under the heading of "Brief Resume of Key Persons." For individuals not currently licensed in Maryland, submit supplemental information that details one of the following:

- How and when Maryland Licensing will be obtained.
- Why Maryland Licensing is not proposed to be obtained.

Position	Name of Individual	License #	State of Licensure
Principal			
Mechanical Engineer			
Electrical Engineer			
Plumbing Engineer			
Civil Engineer			
Landscape Architect			

Notes and Supplemental Information: _____

Note: Failure to complete the requested information on this form *may* result in being disqualified from further consideration for this project.

The foregoing is a statement of facts.

Signature: _____

Typed Name & Title: _____

Date: _____

LICENSE DOCUMENTATION FOR FIRMS

PROPOSER (A/E FIRM): _____

For this project, individuals who serve in the role of responsible person in charge for the applicable professional design firm must be licensed in the State of Maryland. Such individuals will be stamping and sealing the drawings for their respective firm. These individuals may or may not be one of the proposed key personnel on the proposing A/E team. It is, therefore, important that the proposing Architect/Engineer provide information to confirm these licensures.

Disciplines required for this project are listed below. For each discipline, insert name of the firm, the name of the individual who will be stamping the design drawings, the date of their Maryland license and the license number. Provide supplemental information below, if required, to clarify data provided.

Discipline	Name of Firm	Name of Individual	Expiration Date of Maryland License	License #
Prime Architect				
Mechanical Engineer				
Electrical Engineer				
Civil Engineer				
Landscape Architect				

Notes and Supplemental Information: _____

Note: Failure to complete the requested information on this form *may* result in being disqualified from further consideration for this project.

The foregoing is a statement of facts.

Signature: _____

Typed Name & Title: _____

Date: _____

RFP NO.: #BC-21129-C

RFP FOR: A/E Services for the UMBC Campus Utilities Upgrades Project

INITIAL TECHNICAL

PROPOSAL DUE DATE: March 12, 2019 on or before 11:59 pm

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 _____

Signature _____

Printed Name _____

Title _____

Date _____

KEY PERSONNEL REFERENCES FORM

PROPOSING FIRM: _____

KEY PERSON: _____

KEY PERSON EMPLOYED BY (NAME OF FIRM): _____

APPLICABLE POSITION: _____

Check Box	Role	Check Box	Role
	AE Project Manager		CA Professional – M/E/P
	Project Mechanical Engineer		CA Professional – Civil
	Project Electrical Engineer		Cost Estimator
	Civil Engineer		
	Landscape Architect		

Note: This form is to be completed for each of the proposed A/E team members noted above only.

Three (3) project references are requested. Such references are to be **project references not employment references**; that is, the University is interested in speaking to a Project Owner regarding the person's performance on a particular project. These references are to be from either (i) the projects submitted by the applicable firm in the initial technical proposal, if applicable, or (ii) from the similar jobs listed with the person's resume. Such references are to be from different projects; that is, only one reference per project is allowed. Such references will be held in strictest confidence by the University. Please insure that the information is accurate and that the reference named can speak to the **person's performance in the role to be assigned on this project**.

1. CONTACT PERSON: _____ TITLE: _____

TELEPHONE #: _____ EMAIL: _____

COMPANY NAME: _____

DESCRIPTION OF PROJECT (INCLUSIVE OF CONSTRUCTION COSTS, NAME OF PROJECT, PERSON'S ROLE, AND PROJECT COMPLETION DATE) DONE:

KEY PERSON: _____

2. CONTACT PERSON: _____ TITLE: _____

TELEPHONE #: _____ EMAIL: _____

COMPANY NAME: _____

DESCRIPTION OF PROJECT (INCLUSIVE OF CONSTRUCTION COSTS, NAME OF PROJECT, PERSON'S ROLE, AND PROJECT COMPLETION DATE) DONE:

3. CONTACT PERSON: _____ TITLE: _____

TELEPHONE #: _____ EMAIL: _____

COMPANY NAME: _____

DESCRIPTION OF PROJECT (INCLUSIVE OF CONSTRUCTION COSTS, NAME OF PROJECT, PERSON'S ROLE, AND PROJECT COMPLETION DATE) DONE:

FIRM REFERENCES

PROPOSING FIRM: _____

Name of Prime A/E Firm: _____

Provide two (2) firm references based on the two (2) submitted projects (one additional reference per JV partner or associate architecture firm, if applicable). Such references are to be **project references**; that is, the University is interested in speaking to a Project Owner regarding the firm's performance on a particular project. Such references are to be from different projects; that is, only one reference per project is allowed. Such references will be held in strictest confidence by the University. Please insure that the information is accurate and that the reference named can speak to the **firm's performance on the project**.

1. CONTACT PERSON: _____ EMAIL: _____

TITLE: _____ TELEPHONE # _____

COMPANY NAME: _____

SUBMITTED PROJECT NAME: _____

2. CONTACT PERSON: _____ EMAIL: _____

TITLE: _____ TELEPHONE # _____

COMPANY NAME: _____

SUBMITTED PROJECT NAME: _____

3. CONTACT PERSON: _____ EMAIL: _____

TITLE: _____ TELEPHONE # _____

COMPANY NAME: _____

SUBMITTED PROJECT NAME: _____

FIRM REFERENCES

PROPOSING FIRM: _____

Name of Mechanical Engineering Firm: _____

Provide two (2) firm references based on the two (2) submitted projects. Such references are to be **project references**; that is, the University is interested in speaking to a Project Owner regarding the firm's performance on a particular project. Such references are to be from different projects; that is, only one reference per project is allowed. Such references will be held in strictest confidence by the University. Please insure that the information is accurate and that the reference named can speak to the **firm's performance on the project**.

1. CONTACT PERSON: _____ EMAIL: _____

TITLE: _____ TELEPHONE # _____

COMPANY NAME: _____

SUBMITTED PROJECT NAME: _____

2. CONTACT PERSON: _____ EMAIL: _____

TITLE: _____ TELEPHONE # _____

COMPANY NAME: _____

SUBMITTED PROJECT NAME: _____

FIRM REFERENCES

PROPOSING FIRM: _____

Name of Electrical Engineering Firm: _____

Provide two (2) firm references based on the two (2) submitted projects. Such references are to be **project references**; that is, the University is interested in speaking to a Project Owner regarding the firm's performance on a particular project. Such references are to be from different projects; that is, only one reference per project is allowed. Such references will be held in strictest confidence by the University. Please insure that the information is accurate and that the reference named can speak to the **firm's performance on the project**.

1. CONTACT PERSON: _____ EMAIL: _____

TITLE: _____ TELEPHONE # _____

COMPANY NAME: _____

SUBMITTED PROJECT NAME: _____

2. CONTACT PERSON: _____ EMAIL: _____

TITLE: _____ TELEPHONE # _____

COMPANY NAME: _____

SUBMITTED PROJECT NAME: _____

FIRM REFERENCES

PROPOSING FIRM: _____

Name of Civil Engineering Firm: _____

Provide two (2) firm references based on the two (2) submitted projects. Such references are to be **project references**; that is, the University is interested in speaking to a Project Owner regarding the firm's performance on a particular project. Such references are to be from different projects; that is, only one reference per project is allowed. Such references will be held in strictest confidence by the University. Please insure that the information is accurate and that the reference named can speak to the **firm's performance on the project**.

1. CONTACT PERSON: _____ EMAIL: _____

TITLE: _____ TELEPHONE # _____

COMPANY NAME: _____

SUBMITTED PROJECT NAME: _____

2. CONTACT PERSON: _____ EMAIL: _____

TITLE: _____ TELEPHONE # _____

COMPANY NAME: _____

SUBMITTED PROJECT NAME: _____

FIRM REFERENCES

PROPOSING FIRM: _____

Name of Cost Estimating Firm: _____

Provide one (1) firm reference based on one (1) submitted project. Such reference is to be a **project reference**; that is, the University is interested in speaking to a Project Owner regarding the firm's performance on a particular project. Such reference will be held in strictest confidence by the University. Please insure that the information is accurate and that the reference named can speak to the **firm's performance on the project**.

1. CONTACT PERSON: _____ EMAIL: _____

TITLE: _____ TELEPHONE # _____

COMPANY NAME: _____

SUBMITTED PROJECT NAME: _____

2. CONTACT PERSON: _____ EMAIL: _____

TITLE: _____ TELEPHONE # _____

COMPANY NAME: _____

SUBMITTED PROJECT NAME: _____

ATTACHMENT B

MBE FORMS – C-1A

PART 1 – INSTRUCTIONS

PART 2 – MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

PART 3 – MBE PARTICIPATION SCHEDULE

**MBE ATTACHMENT C-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 & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

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://mbe.mdot.maryland.gov/directory/> 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 Dealers:** 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. Generally, a Regular Dealer will be identified as a wholesaler or supplier in the MDOT Directory.
- ✓ **Manufacturers:** 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.
- ✓ **Brokers:** 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:** 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.

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

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

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

11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

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

Overall Goal

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

MBE PARTICIPATION SCHEDULE

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

In connection with the bid/proposal submitted in response to Solicitation No. _____, 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 15% percent.

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 in order to be considered for award.

OR

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

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 C-1C)
- (b) Outreach Efforts Compliance Statement (Attachment C-2);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments C-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 3 - MBE PARTICIPATION SCHEDULE

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract value allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT-certified.

Prime Contractor	Project Description	Project/Contract Number

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</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>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><input type="checkbox"/> Supplier</p> <p><input type="checkbox"/> Manufacturer</p> <p><input type="checkbox"/> Broker</p> <p><input type="checkbox"/> Furnish and Install</p> <p><input type="checkbox"/> Services</p> <p><input type="checkbox"/> Other</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>Description of the Work to be performed with MBE prime's own forces:</p> <p>_____</p> <p>_____</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>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><input type="checkbox"/> Supplier</p> <p><input type="checkbox"/> Manufacturer</p> <p><input type="checkbox"/> Broker</p> <p><input type="checkbox"/> Furnish and Install</p> <p><input type="checkbox"/> Services</p> <p><input type="checkbox"/> Other</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
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<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>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><input type="checkbox"/> Supplier</p> <p><input type="checkbox"/> Manufacturer</p> <p><input type="checkbox"/> Broker</p> <p><input type="checkbox"/> Furnish and Install</p> <p><input type="checkbox"/> Services</p> <p><input type="checkbox"/> Other</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>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><input type="checkbox"/> Supplier</p> <p><input type="checkbox"/> Manufacturer</p> <p><input type="checkbox"/> Broker</p> <p><input type="checkbox"/> Furnish and Install</p> <p><input type="checkbox"/> Services</p> <p><input type="checkbox"/> Other</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>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><input type="checkbox"/> Supplier</p> <p><input type="checkbox"/> Manufacturer</p> <p><input type="checkbox"/> Broker</p> <p><input type="checkbox"/> Furnish and Install</p> <p><input type="checkbox"/> Services</p> <p><input type="checkbox"/> Other</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>

Continue on separate page if needed

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 BID/PROPOSAL

ATTACHMENT C

CONTRACT FORMS

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 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 the 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.

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

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)

**UMBC STANDARD FORM OF AGREEMENT WITH
ARCHITECTS AND ENGINEERS**

<https://umbc.box.com/s/p9ab6clxbhga7jyey7y34vjv4v9irpu7>

RFP #BC-21129-C

END OF A/E SOLICITATION DOCUMENT

SOLICITATION ATTACHMENTS