



REQUEST FOR PROPOSAL
FOR
ON CALL CONSTRUCTION MANAGEMENT
AT RISK SERVICES
FOR THE
UNIVERSITY OF MARYLAND, BALTIMORE COUNTY

RFP NO: BC-21148-M
ISSUED: 09/03/2019

**PROCUREMENT/ISSUING
OFFICE**

Department of Procurement & Strategic Sourcing
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PROJECT MANAGEMENT

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**ON CALL CONSTRUCTION MANAGEMENT AT RISK SERVICES
AT
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY**

RFP #BC- 21148-M

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The following box folder contains the documents listed below, which are packaged separately, but incorporated into this RFP by this reference:

<https://umbc.box.com/s/lbbyxj3qnccfnzpq36r8m2s5zbuomy>

Attachment A – Technical Proposal Forms

Attachment B – Documents to be completed by successful CMAR firms

Attachment C – General Conditions Listing for Non-Personnel Items

Attachment D – University Submittal/Shop Drawing Flow Chart

Attachment E – Price Proposal Form (*to be provided to short-listed firms*)

Attachment F – UMBC Division 01 Requirements (*sample for illustrative purposes*)

Attachment G – UMB Standard General Conditions of Construction Management, as modified by UMBC

SOLICITATION SCHEDULE

Issue Date	Tuesday, 9/3/19
Pre-Proposal Conference & Site Visit Date	Tuesday, 9/10/19, at 3:00 p.m.
Pre-Proposal Conference Location	Room 101 Facilities Management Building University of Maryland, Baltimore County (UMBC) 1000 Hilltop Circle Baltimore, MD 21250
Deadline for questions for Initial Technical Proposal	Friday, 9/20/19, on or before 4:30 pm.
Initial Technical Proposal Due Date	Tuesday, 10/1/19, on or before 11:59 pm.
Submit Initial Technical Proposal to UMBC Box:	Technic.rgzg2lp2tntm7h15@u.box.com
Interview Sessions for Shortlisted Firms	Tuesday, 10/29/19
Price Proposal Due Date	Monday, 11/11/19, on or before 11:59 pm
Submit Price Proposal to UMBC Box:	Price_P.zn25bd9fc3y3y6cd@u.box.com

SCOPE OF WORK

1.1 Introduction

The objective of this Request for Proposals (RFP) is for the University of Maryland, Baltimore County to select Construction Management (CM) firms to provide “On Call” pre-construction and construction services for projects utilizing the Construction Management at Risk/Construction Management with Guaranteed Maximum Price project delivery method.

For purposes of this procurement and the resulting contracts, the meaning of “on call” is as follows: the selected Construction Management firms are to be available on an ‘on call’ basis as projects arise to provide professional management and construction services during the pre-construction/design and the construction phases of projects. The University is unable to forecast the frequency of use.

1.2 Institutional Profile of the University:

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.

1.3 Overview

Generally, the Construction Manager will be a member of the Project Team consisting of representatives from the University, the Architect/Engineer, and other consultants as required. It will be the responsibility of the Construction Manager to integrate the design and construction phases, utilizing the Construction Manager’s skill and knowledge of the construction management profession to develop schedules; prepare project construction estimates; study labor conditions; and, in any other way deemed necessary, contribute to the development of the project during the programming and pre-construction/design phase. During the construction phase, the CM will be responsible for constructing the project under the Guaranteed Maximum Price inclusive of all construction services therein.

The University anticipates multiple awards from this RFP and will establish two types of contracts with each successful CM firm. One contract will be for projects that are categorized by the University as a maintenance project. The University defines a maintenance project as one that encompasses any work necessary for the continued operation or upkeep of a facility, structure, building, grounds, or building system. The other contract will be for projects categorized by the University as a construction project. The University defines construction as the process of building, altering, improving, or demolishing any structure, building, or other improvement to real property. Award of these On Call contracts will be based on technical submission and price proposal.

Upon selection of the Construction Management firms, the contracts will be executed for On Call Construction Management at Risk Services for Maintenance. The University anticipates having contracts in place for maintenance projects with the successful CM firms on or about December 01, 2019.

Upon selection of the Construction Management firms and approval by the Board of Public Works, the contracts will be executed for On Call Construction Management at Risk Services for Construction. The University anticipates having contracts in place for construction projects with the successful CM firms on or about January 1, 2019.

The estimated annual dollar volume for the work under the contracts are \$7,000,000; this amount is the estimated sum of the total expenditures for all awarded On Call CMAR firms. All proposers are advised that this annual amount is an **estimate only** and all proposers further understand and agree that in providing such estimates, the University makes **no guarantee** that any or all of the estimated work will be assigned to the selected On Call CMAR firms. The University anticipates that project size will range from \$200,000 to \$7,000,000. It is noted that this information is provided to proposing firms only as guidance in their determination about whether to participate in this procurement.

A Minority Business Enterprise (MBE) participation goal shall be established for each task order awarded under this contract based on the scope of work involved in the task order. A MBE goal is not established for the master contract as the extent and nature of the work is unknown at this time.

The initial term for all resulting contracts will be three (3) years with two (2) three-year renewal options, at the University's sole discretion. All work under either of the On Call CMAR contracts will be requested through Task Orders for the individual projects. The University will determine the appropriate category for the Task Order and thus, the applicable contract.

The resulting On Call CMAR contracts will not be available for use by other USM institutions, unless a circumstance arises that is specifically approved in advance by UMBC's Senior Associate Vice President for Administrative Services, or in her absence, by the Assistant Vice President for Facilities Management.

1.4 Construction Management at Risk with Guaranteed Maximum Price

The University is committed to a "partnering" approach for the successful design and construction of its projects. The University defines partnering as a collaboration among professionals (University, A/E, CM, and Trade Contractors) to maximize the success of a project while understanding and respecting the responsibilities and expertise of each team member.

The Construction Management with Guaranteed Maximum Price (CM with GMP) method centers on utilization of a Construction Manager (CM), who is a member of the Project Team with the University, Architect/Engineers, and other consultants as the project may require.

The Construction Manager, the University, the Architect, the Design Engineers and any other project consultants shall be called the "Project Team". It is the University's intent that the "Project Team" shall work from the beginning of this project through construction completion and that the Construction Manager shall provide leadership to the Project Team on all matters relating to the project.

The Construction Manager accepts a relationship of trust and confidence between the CM and the University. The Construction Manager agrees to furnish the CM's best skill and best judgment and to cooperate with the Architects and Engineers in furthering the interests of the University and the project. The Construction Manager shall furnish efficient engineering reviews, business administration, field supervision, and shall use the CM's best efforts to perform the work in the best and most expeditious, economical manner consistent with the interests of the University, and in strict conformity with the contract documents, including reasonable implications therein.

Construction Management Procedures, which are to be established by the CM during the design phase, will allow for the integration of all design and construction phase components of this project. The team approach shall from project inception strive for project delivery that is timely, cost effective and within required quality standards set by the University.

During the Pre-Construction/Design Phase, the CM will utilize the CM's skills and knowledge of construction to develop schedules, prepare construction cost models/estimates, conduct value engineering studies, study labor conditions, identify and address constructability issues, and advise on the sequencing of construction work for the Project. The University will pay the CM the fixed, Pre-Construction Phase CM fee for this Project; such fees are to include all costs associated with the CM providing Pre-Construction Services.

During the Construction Phase, the CM will provide services and manage the project (inclusive of the award and management of all trade contracts) in the areas of change order review, quality assurance/inspections, schedule maintenance, cost control, meetings, shop drawing review, processing/monitoring of RFIs and substitution requests and claims resolution, and coordination/communication of the activities of the Project Team throughout the construction phase.

All work shall be performed in accordance with Division 01 requirements for the particular project. The Division 01 document that is attached to this solicitation is provided as a representative sample. However, firms should note that the actual Division 01 requirements for the project may vary based on the needs for the project.

The project will be an "open book" job whereby the University may attend any and all meetings, have access to *any and all* CM records and documents on the project and whereby any and all cost savings revert to the University. The University will pay the CM the fixed Construction Phase CM fee as well

as approved, applicable reimbursable costs under the General Condition allowance (on site, staff reimbursable personnel and non-personnel items) or CM-GMP Contingency for actual expenditures only without any CM mark-up of any type.

1.5 University's Role

An Architect/Engineer (A/E) will be retained by the University for design services and the preparation of design documents for the project. The University shall designate a University Project Manager ("Project Manager") who shall be the University contact point during Pre-Construction 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 CM.

The University shall provide and furnish information regarding its requirements for the Project as applicable and as needed during all phases of the project. The University shall be the principal reviewer and decision-making authority within the Project Team. In the event of any disagreement or dispute between any members of the Project Team regarding the project, the University shall be the final decision making authority.

1.6 On-Call CM Contract Process

Due to the nature of CM work and the anticipated size of projects to be done under this contract, the University will be competing each project, with the exception of certain *ad hoc* work, among all available awarded CM firms. Projects will be awarded to an On Call CMAR firm for preconstruction and construction services on a task order by task order basis.

As projects arise, the process will be handled as follows:

Task Order Requests. The University will:

- (i) issue a Request for Task Order Proposals (RFTOP) consisting of a written scope, including the program and conceptual layout, if any, of work for the particular project inclusive of the project construction costs and time frame/schedule, scope of pre-construction and construction phase services required, and minimum MBE participation level; and
- (ii) conduct a pre-proposal conference, including site visit, with all available contracted CM firms.

On Call CMAR Proposal. The On Call CMAR firms will provide to the University a proposal for construction management services for the specified project, inclusive of the following:

- (i) Technical Proposal. The name of the CM Project Manager and Field Superintendent to be assigned to the project, if awarded the task order, and any other information requested in the RFTOP. It should be noted that these key personnel shall be one of those submitted and

approved by the University; if an On Call CMAR firm does not have one of the approved key personnel available, the firm is to contact the University's Procurement Department to advise and submit a Key Personnel Form immediately for any additional personnel proposed for consideration.

(ii) Price Proposal. Quoted amounts for the following:

- a. Pre-Construction Phase CM fixed fee
- b. Construction Phase CM fixed fee
- c. General Conditions Not-to Exceed – On Site Staff Reimbursables based on the quoted hourly billing rates in effect.
- d. General Conditions Not-to-Exceed – Non-Personnel Reimbursable Costs
- e. CM-GMP Not to Exceed Contingency

(iii) Project Construction Budget and Time Frame/Schedule. A statement that the proposed total construction costs will not exceed the amount of the Project Construction Budget and a commitment to the time frame to complete the work as noted in the University's scope of work.

(iv) MBE Participation. A statement indicating the MBE percentage commitment for the project; this percentage must meet the minimum requirement specified for that project.

At the time that price proposals are requested for a specific project or task order, the stated project construction costs and schedule are considered feasible by the University. The University may disallow any change to stated costs and schedule. Firms wishing to argue for a higher Project Construction Budget or adjusted time frames must do so convincingly and provide sufficient evidence to support their position and include such documentation in their proposal; if a firm does not provide such documentation, it is understood that the firm accepts the Project Construction Budget and Schedule.

The University will make the final determination. In the event the Project Construction Budget or time frames are adjusted, all On Call CM firms will be notified. In the event the Project Construction Budget or time frames are not adjusted, all On Call CM firms who have taken a position for a higher Project Construction Budget or adjusted time frames will be asked to indicate whether or not they wish to withdraw. Firms will be neither rewarded nor penalized in any way for initially accepting or taking an alternate position on the Project Construction Budget and time frames noted in the RFTOP. Once all firms either accept the Project Construction Budgets and time frames or withdraw or fail to withdraw, the evaluation of the proposals for the specific project/task order will be completed. By submitting a price proposal for a specific task or project, the On Call CM firm agrees that the total construction costs for the project shall not exceed the amount of the Project Construction Budgets and that the time frames will be met.

Evaluation/Award of Task Orders: UMBC will review the proposals and award to the CM firm with the most advantageous proposal. UMBC will evaluate the proposals for, but not limited to, cost advantage, proposed key personnel's expertise and time commitment, reasonable and appropriate CM contingency quoted, MBE commitment, ability to meet the required schedule, etc. A Notice to Proceed (NTP) will be issued to the successful CM for pre-construction services for the specific task order if there is insufficient time to issue formal documentation first, due to schedule constraints.

Formal Documentation: For each awarded task order, the University will issue formal documentation incorporating the necessary aspects of the RFTOP process, with the terms and conditions of the On Call CM contract applying. Change order work shall not proceed until a letter of authorization or change order has been issued by UMBC's Procurement and Strategic Sourcing Department confirming this additional work and the applicable additional cost.

1.7 Conditions of Task Orders

For all projects performed under the On Call CMAR contract, the CM must competitively bid all trade work and disclose the results of this bidding to the University prior to proceeding with the award of work. Prevailing wage rates will be provided to the selected CM firm prior to the trade contract bidding for applicable projects. The CM shall advertise the project and provide confirmation of the locations in which the project was advertised for bidding trade work. The On Call CM shall award the trade work in accordance with the CM's solicitation documents, evaluating such factors as price, schedule, bonding levels, MBE participation, and similar considerations for each designated trade package for each project. Should a circumstance preclude competitively bidding a trade package, the On Call CM shall obtain the University's approval through its designated Project Manager in each instance, and document this action accordingly in its files. The CM is also required to have a representative of the University at all pre-bid meetings, bid openings, and post-bid meetings with the trade contractors. Additionally, any adjustments made relating to scope during the bidding process shall be clearly documented with written acknowledgement and acceptance by both the trade contractor and the CM.

In no instance will a project cost the University more than the accepted GMP, unless additional scope has been added by the University. In such instance, the GMP is to be revised by the CM and approved by the University to incorporate such change. If a project does exceed the GMP, the CM shall be solely responsible for costs in excess. All savings under the GMP revert to the University; such savings are based on the total for the GMP, not on a line-by-line basis.

If during the term of this contract, the On Call CM is awarded other construction projects outside of this On Call contract, the CM shall assign separate work crews and supervisory teams to all concurrent projects to ensure that no job schedule is affected by inadequate manpower levels, unless the University provides written authorization to the contrary in its sole discretion.

Any staff changes by the awarded On Call CM in the positions of CM Contract Coordinator, CM Project Manager, and CM Field Superintendent must be reviewed and approved in writing by the University's

Procurement Department prior to any reassignments being made. After approval, the Procurement Department will subsequently incorporate this change via a contract amendment.

All work shall be performed and administered in accordance with the Contract, including but not limited to, the applicable General Conditions of the Contract and Division 01 General Requirements. For each task order/project, a "General Conditions" allowance will be established based on the CM's quoted not-to-exceed costs for General Condition items (inclusive of on-site, field staff reimbursables) to cover reimbursable costs associated with the specific task order. Allowance expenditures must be approved by University prior to the provision of said services.

The CM will be required to provide a "General Conditions" billing back-up in a University approved format that is derived from the CM's computer based project accounting/tracking system along with the actual documentation/receipts/invoices to verify these costs with each payment application.

The University reserves the right to require that the Construction Manager demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

1.8 Ad Hoc Services

During the contract period, the University may require *ad hoc* services to be performed for a project. These services may include performing a feasibility study; providing a third-party cost estimate; logistics planning; or any other general type of consultation that may be needed during a pre-construction phase. These task orders will be awarded through the selection of a particular firm based on expertise necessary for the project, on a rotation basis, or competed among the contracted firms. The determination for method of award for these projects will be at the discretion of the University.

1.9 Performance and Payment Bonds

For any task order project that exceeds \$100,000, the awarded On Call Construction Manager shall furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the Guaranteed Maximum Price (GMP) including executed Change Orders, in the form specified in the University System of Maryland Procurement Policies and Procedures #VIII-3.00 (available at <https://www.usmd.edu/regents/bylaws/SectionVIII/>). These bonds must be provided at the time of the execution of the amendment to the contract for the GMP (or GMPs) and prior to the start of any work. The costs of these bonds are to be included in the CM's GMP under the General Conditions category. During the course of the construction phase, the University may request bond riders based on the executed contract amendments.

1.10 Irrevocability of Proposals

The pre-construction phase CM fee price proposal for any project/task order under the On Call CMAR contract shall be irrevocable for one hundred twenty (120) calendar days from the price proposal due date. This period may be extended by written mutual agreement between the selected firm and the University.

The Construction Phase CM fee price proposal for any project/task order under the On Call CMAR contract shall remain irrevocable until acceptance of each GMP and approval of the amendment to the contract to reflect the construction work.

Should the Contractor fail to execute the Contract Amendments for the GMP as required, then an amount equal to the difference between the accepted price and that of the person or entity who serves as Construction Manager subsequently shall be paid to the University as liquidated damages.

1.11 Failure to Provide Proposal

The University reserves the right to terminate the contract with a CMAR that fails to respond to multiple RFTOP requests or to provide *ad hoc* services as needed. This termination shall be in the sole discretion of the University.

PHASE 1 – PRECONSTRUCTION SERVICES

1.12 General Preconstruction Obligations

The selected CM firm shall provide preconstruction services on the University’s project inclusive of the design phase review services and shall provide an acceptable Guaranteed Maximum Price (GMP) for the project.

Value Engineering analysis will be ongoing along with constructability reviews. It is the responsibility of the CM to assume a leadership role and provide whatever resources may be required during the preconstruction phase to ensure project budgets remain on target and schedule objectives are met.

The CM will review the Construction Documents during design phases to ensure completeness for subcontract trade bid packages.

Individual task orders may expand upon general provisions for preconstruction services described in this section.

1.13 Project Review

The Construction Manager shall meet with the University, A/E, and other design team members to fully understand the Program, the design documents, the project scope, and all other pertinent aspects of the project. The CM’s staff is expected to be fully familiar with the Program documents as well as the University’s Design Standards. The CM shall become an integral part of the Project Team that will coordinate the development and progress of the design and construction processes.

The CM shall develop project procedures, in cooperation with the University, that will be used as a guide for the management and coordination of this project throughout the life of the project. The CM will use the University’s project management software and website for implementation of the project including, but not limited to, RFI and submittal tracking, document distribution, financial tracking, pay applications, Potential change orders and change order request, schedule, meeting records and inspection and testing log repository.

1.14 Consultation During Project Development

The Construction Manager shall attend regularly scheduled meetings with the A/E and other design team members during the development of the design to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment. The CM shall provide recommendations on construction feasibility.

Design meetings will be held at a maximum of every two (2) weeks. These meetings are to be attended by the CM Project Manager, and periodically by the CM Project Executive, to ensure that the prime contact person (CM Project Manager) and a back-up person are up-to-date at all times. In addition, the

CM is expected to have its Field Superintendent and Estimators in attendance at select meetings based on the agenda items.

There will be other special work sessions related to specific issues that are identified during the design phase, such as meetings with the Fire Marshall, Design Submittal Review meetings, and internal work sessions with the A/E, which the CM Project Manager is expected to attend. The intensity of such meetings will be higher in the earlier phases of the design. It is the University's expectation that the CM will have a representative at every meeting, presentation, and similar event during the design phase. All proposers are to anticipate meetings occurring every ten (10) days during the design phase.

1.15 Value Engineering

The Construction Manager shall, after a complete review of the Project Program and understanding of the intent of the University and the A/E, provide value engineering (VE) services and offer cost savings suggestions and best value recommendations to the University. The CM shall notify the University, in writing, upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous. All recommendations must be fully reviewed with the University and approved prior to implementation.

Value engineering efforts shall result in a design that is most effective in first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value engineering studies shall include life cycle cost analysis as may be required to achieve an appropriate balance between costs, aesthetics, and function. Value engineering efforts shall also take into consideration applicable constructability issues.

The University views value engineering as an ongoing process. The CM is expected, therefore, to be pro-active and participate on an ongoing basis relative to VE ideas. Value engineering studies shall be continuous as the design is being developed. All value engineering studies must be provided on a timely basis within the design schedule.

The CM takes the lead on the VE effort inclusive of compiling all VE ideas from all Project Team members (AE, CM, and University), determining the applicable dollar value of each and conducting the VE session with the Project Team. The team will make their recommendations to the University at the VE Sessions. When the CM documents the VE ideas, the CM is to show how the dollar values were derived for each VE item; that is, documentation of the detailed cost of the work as originally designed per the current estimate and the detailed estimate of the VE item to determine what cost savings, if any, is projected. The Construction Manager is to review the University's standard VE format with the AE and University at the onset of design.

There shall be a major value engineering study at 100% design development (utilizing the design development documents). As part of this study, the CM shall develop value engineering concepts for

consideration at a brainstorming session to be held with the design team. It is anticipated that the A/E will be concurrently conducting a similar activity to also be discussed at the brainstorming session. Written cost studies shall be produced and submitted to the University within one (1) week of the final brainstorming session and shall include the original cost of the VE item based on the original design and the cost of the VE item to identify the cost savings or add for each item.

The CM shall formally present the study and submit the value engineering study document inclusive of a summary of value engineering items, applicable cost savings, selected items and their corresponding cost savings, at which time the University will make its VE decisions. It is anticipated that this presentation will be a 1-day effort.

Although the major VE session is expected at 100% DD, it is not intended to be the only VE discussion. Instead, it is anticipated that most of the potential VE savings be identified prior to 100% DD documents. The CM shall also conduct value engineering studies during the remainder of the Design Development Phase and the Construction Document Phase to evaluate specific items as requested by the University.

The Construction Manager is to anticipate the need for VE as part of the design schedule; that is, at the commencement of each phase and the determination of the due dates for the design submittal and associated cost estimate and reconciliation. The schedule is to include VE meetings as follows:

- VE meeting of the Project Team to generate and document ideas (allowing sufficient time, at least 1 week, between the cost estimate reconciliation and this meeting for parties to develop ideas). The CM is responsible for establishing dollar amounts for each VE idea with back-up provided to substantiate how the VE savings was determined.
- VE meeting to review the VE log and determine the Project Team's recommendations (accepted, pending-1, pending-2, reject). The total possible dollar savings of VE items must exceed the total amount of the project deficit as not all VE ideas will be acceptable to the University.
- Final VE meeting at which time decisions are made with the A/E, CM, and University representatives with the University as the final decision-maker.

The agenda for VE sessions is to be prepared by the CM. Since the Architect is present for all VE, this agenda usually covers mechanical and electrical disciplines first so that the engineers can leave after this discussion and the session can continue.

As noted above, value engineering relates to the achievement of an appropriate balance between costs, aesthetics and function. Based on this, value engineering should be conducted at each design submittal regardless of whether the project costs are within the designated "Project Construction Costs"; that is, the Project Team needs to confirm that the University is getting the best "value."

1.16 Schedule

The CM is to establish a detailed, critical path method (CPM) schedule for use during the pre-construction/design phase with the concurrence of the University and the A/E. The CM is responsible to monitor this schedule during the pre-construction/design phase, ensure that this schedule is maintained, and advise the University of any deficiencies in adhering to this schedule by any party.

The CM shall within fifteen (15) days of selection and written notice to proceed, provide the University with the format for the CPM schedule for the design and construction phases of the project. This schedule will be reviewed for compliance with overall project completion requirements relative to the University's occupancy needs. The project schedule shall be sufficiently detailed to allow for a realistic projection of design and construction activity sequences and durations. Updated schedules are required with each major design document submission and with major value engineering decisions; these schedules are due to the University no later than five (5) business days from each design submission or value engineering decision. This CPM schedule shall include a projection of all design and construction phase activities to include CM staff loading throughout the design/construction phases of the project. It is intended that this CPM schedule will be utilized throughout the design and construction of this project. The CM may also be asked to develop schedules related to construction sequencing options.

The CM shall utilize and maintain a University approved computer based software scheduling system, which will allow the CM to provide appropriately detailed design and construction phase CPM schedules. Scheduling software shall allow for integration of all aspects of the design/construction processes and provide for coordination of all work to be performed. The scheduling software shall be capable of producing and coordinating logic developed network diagrams, Pert charts, and Gantt chart format reports.

1.17 Constructability Review

The CM is expected to view the design from the constructability perspective throughout the design phases inclusive of construction phasing and sequencing options, if any.

The CM is to review the design throughout the pre-construction/design phase as to constructability issues. On each issue, the CM is to do the following on a timely basis within the design schedule: describe the constructability issue with background information; conduct an in-depth study/research; and, prepare a written report inclusive of CM's recommendation for addressing the issue, as well as the basis for the recommendation.

Constructability reviews/studies are also to be conducted as requested by the University and with each design submittal (e.g. 100% SD, 100% DD, 50% CD, 95% CD), along with a back-check at 100% CD documents.

1.18 Construction Cost Model/Estimates

The CM shall lead the Project Team in collaboratively creating a cost model for the project based on the Project Construction Costs within thirty (30) days of the issuance of the pre-construction Notice to Proceed.

This model is to identify the cost for each of the areas of work based on the Building Component form and the appropriate measurement (i.e. cubic yards, square footage, etc.). As part of this cost model, the Project Team will also determine:

- Escalation: percentage to be carried for escalation (with consideration to the escalation rate used by the Maryland Department of Budget & Management); and,
- Design/detail contingency: percentage to be carried for design details that are not yet documented and are difficult to anticipate. The percentage of the design/detail contingency is lowered as the design progresses. The University usually finds that 10% is carried at 100% SD, 8% at 100% DD, and 5% at 50% CD. These percentages are usually carried unless the status of the project design warrants a different percentage based on discussions by the Project Team and the final determination by the University.

The escalation and design/detail contingency determined as part of this cost model effort will be used by both the A/E and CM in its subsequent cost estimates. This cost model will provide the base from which the subsequent cost estimates can be evaluated to identify areas of cost concerns.

The CM shall develop a project cost estimate (independent from the A/E), which will require updating at multiple intervals during design phase for the project. The cost estimate format must be coordinated and finalized between the CM and the A/E to ensure compatibility and approved by the University within thirty (30) days after the CM's Pre-Construction Notice to Proceed is issued.

The CM quoted costs (i.e., fee, reimbursables, and contingency) are fixed and, therefore, should be carried on both the AE and CM cost estimates "below the line" meaning that these costs are not subject to escalation or design/detail contingency.

Unless otherwise indicated, the CM is required to reconcile its estimate with the AE's estimate at 100% Concept Design, 100% SD and 100% DD and subsequently with the University. The CM is also required to meet with the A/E and University to review the 50% and 100% CD estimates.

Due to the changing economic climate, all cost estimates are to be construction based not data based. In other words, the CM is to develop estimates utilizing in-house capabilities and test its estimates from pricing of trade work directly from the market place, rather than based on data retained in the CM's files.

Unless otherwise indicated, the CM shall prepare the following:

- (i) the initial, full scale cost estimate, to be provided within ten (10) working days after submission of the 100% Concept Design Documents for approval;
- (ii) a full scale cost estimate, to be provided within ten (10) working days after the submission of the 100% Schematic Design Documents for approval;
- (iii) a full scale cost estimate, to be provided within ten (10) working days after the 100% submission of the Design Development Documents for approval;
- (iv) a full scale cost estimate, to be provided within ten (10) working days after the 50% submission of the Construction Document documents for approval; and
- (v) a full scale cost estimate, to be provided within five (5) working days after the 100% submission of the Construction Document documents for approval and used by the CM during the scope review meeting with bidders to check quantities and other information.

Each cost estimate must contain a statement of the total amount determined under that construction cost estimate to be the total hard construction costs for the Facility in accordance with the Program ("Probable Construction Costs). The CM is also required to provide cost estimates on an *ad hoc* basis in the early design phases to respond to reviews of different design options as well as cost comparison of different systems (such as the structural system).

Once the due date for a cost estimate is established, the Construction Manager is to work with the University Project Manager to schedule the Cost Estimate Reconciliation meeting and confirm the date in writing with all parties (A/E, CM, University including the design review team). This meeting is usually scheduled 2-3 days after the due date for the cost estimate. As with VE, the agenda for this cost estimate reconciliation meeting needs to be established, usually with engineers (mechanical, electrical, structural and civil) first on the agenda, as the architect, CM and University Project Manager will be attending the entire meeting. The cost estimate is to include a summary in the same format as the Cost Model for comparison purposes.

The Construction Manager's detailed cost estimates, as required, and Probable Construction Costs will be reviewed by the Architect and the University for reasonableness and compatibility with the Project Construction Costs. Meetings and negotiations between University, Architect, and the Construction Manager will be held to resolve questions and differences that may occur within the Project Construction Costs and the Construction Manager's cost estimate. If indicated by the Project Construction Costs limitations or other circumstances, the Construction Manager shall work with the University and Architect to reach a mutually acceptable Probable Construction Cost.

If the Probable Construction Costs, as submitted at 50% Construction Documents, exceed the funds appropriated by the Legislature or allocated by the University or the University System of Maryland for construction of the Facility, the CM shall, upon the University's direction:

- (i) after consultation with the University, coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the necessary reduction in cost, and shall repeat as necessary;
- (ii) develop, and provide to the University, a Probable Construction Costs in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost; and
- (iii) analyze the construction documents as originally submitted by the Architect/Engineer, and as altered and redesigned, and make recommendations to the University as to ways and methods to reduce the costs of constructing the project to a sum which does not exceed the appropriated or allocated appropriations.

Notwithstanding anything in the Contract to the contrary, the CM shall complete the work required for the cost reduction without additional compensation.

1.19 Coordination of Contract Documents

The Construction Manager shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility, or schedules. The Construction Manager shall notify the Architect and the University in writing upon observing any features in the drawings or specifications, which appear to be ambiguous, confusing, conflicting, or erroneous. Ambiguous, confusing, conflicting, or erroneous features discovered in the drawings or specifications by the CM during the review process shall be understood to be corrected and any associated costs shall be included in the CM's Guaranteed Maximum Price (GMP).

During the design phase, the CM shall review the design documents with each design submittal and provide any comments on any items on the documents on which the CM has coordination questions or comments. The University expects the Construction Manager to submit written comments at each design submittal, in parallel with the University review and comments.

1.20 Construction Guaranteed Maximum Price (GMP)

At the point of 100% completion of the Construction Documents for the project, the CM will develop and provide to the University a GMP that will include all construction costs, and all other projected costs inclusive of the CM's quoted Construction Phase fee, General Conditions allowance, and CM Contingency, but excluding the University/Owner's Construction Contingency. The GMP shall display each proposed

trade contract amount, the CM's fixed fee, and all project related costs, i.e. bonds, personnel payroll benefits, and similar expenses. The billing rates for the on-site personnel shall be as quoted by the CM in the Price Proposal or less.

The Construction Manager will utilize the 100% Construction Documents, as prepared by the A/E, to invite and receive competitive bids on all trade packages and materials as a basis for each GMP submission. The Construction Manager will develop scopes of work based on the 100% Construction Documents; in addition, each scope of work shall include, but not be limited to, anticipated working hours to address the University's concerns with noise and vibration, coordination between or among trades, outages, temporary facilities (if required), temporary heat and electric (if required), hoisting, etc., and identification of work to be performed that is not specifically noted in the primary specifications sections for the specific trade.

The Construction Manager is to conduct a qualification process of all Trade Contractors to ensure that all firms bidding have the necessary expertise and resources. The CM shall submit the list of prequalified trade bidders to the University and A/E for an informal review.

For all trade contracts, the Construction Manager shall conduct Pre-Bid meetings, Bid Opening sessions, and Post-Bid meetings. It is anticipated that a Pre-Bid meeting will be held for each trade package unless otherwise agreed to by the University's Procurement & Strategic Sourcing Department. The University is to be in attendance for all of these meetings and reserves the right, in an advisory capacity, to raise questions to the CM during any of these meetings. For scope review meetings, the A/E is to have the appropriate design team member in attendance for the major trades (i.e., mechanical, electrical, fire protection, structural, site work/civil, finishes, etc.).

It should be noted that the CM cannot bid on any trade package; the CM can only perform work of a temporary nature, such as required by the General Conditions, on the project unless unique/special situations occur whereby the University elects to have the CM perform other work; if such a circumstance occurs the University's Procurement Department will issue a written letter approving the CM to perform work of a permanent nature with the associated conditions.

If applicable to the University's project, the CM is responsible for competitively bidding any necessary hazardous material abatement trade work (abatement contractors and industrial hygiene monitoring services) and will be responsible for managing the resulting contracts inclusive of payment; however, the University will hold these contracts directly.

The Construction Manager shall receive all bids, with a preference that bids are received by the CM electronically from trade contractors, as confirmed with the University. The CM may reject all bids and repeat the bidding for the Trade work or re-package the Trade work activity. If the University rejects a Trade Contractor recommended by the Construction Manager in accordance with the General Conditions of the Contract for Construction, the Construction Manager shall recommend an acceptable substitute at no additional cost to the University.

The Construction Manager is to provide the GMP to the University within 6-8 weeks of issuance of the 100% Construction Documents. The GMP (or cumulative total of multiple GMPs, if applicable) must not exceed the Project Construction Budget/Project Construction Costs identified for the project.

The Construction Manager's detailed construction cost estimates and GMP will be reviewed by the A/E and the University for reasonableness and compatibility with the Project Construction Budget. Meetings and negotiations between University, A/E, and the Construction Manager will be held to resolve questions and differences that may occur within the Project Construction Budget and the Construction Manager's construction cost estimate and corresponding GMP. If indicated by the Project Construction Budget limitations or other circumstances, the Construction Manager shall work with the University and Architect to reach a mutually acceptable GMP, at which time the Construction Manager is required to provide a bid bond.

In the event that the total projected construction costs for a phase exceed the Project Construction Costs, the CM shall, at the University's direction, work in conjunction with the Architect/ Engineer to redesign the Facility as necessary to maintain the Project Program and meet the Project Construction Costs.

If the GMP, as originally submitted or adjusted, for the Project exceeds the funds appropriated by the Legislature or allocated by the University of Maryland, Baltimore County or the University of Maryland System for construction of the project, the CM shall, at the University's direction:

- (i) after consultation with the University, coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the necessary reduction in cost, and shall repeat as necessary;
- (ii) develop and provide to the University a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost; and
- (iii) analyze the Architect/Engineer originally submitted, and as altered and redrafted, Construction Documents and make recommendations to the University as to ways and methods to reduce the costs of constructing the project to a sum which does not exceed the appropriated or allocated appropriations.

Notwithstanding anything in the RFP to the contrary, the CM shall perform the work required for the cost reduction without additional compensation.

Upon acceptance by the University and approval by the Board of Public Works (BPW), if applicable, of any amendment to the Contract to reflect any GMP, the Construction Manager's GMP as approved shall become a part of the University-Construction Manager Contract. The Construction Manager shall provide the University with a Performance and Labor and Material Payment Bond for 100% of each GMP.

It is understood that the University has the right to reject any GMP as originally submitted or adjusted and that the Contract consequently will terminate according to its terms and that the Board of Public Works has the right to withhold, in its sole discretion, approval of the amendment of the Contract to reflect any GMP, in which event the Contract will terminate according to its terms.

1.21 FFE Guaranteed Maximum Price (GMP) Submittals

If applicable, the A/E will be responsible for designing or specifying all furniture, fixtures, and equipment (FFE). The Interior Designer on the A/E team will lead and finalize the list and the design documents for the all FFE regardless of the fund source inclusive of samples, product information, drawings, specifications, and cost estimates. Responsibilities will include, but are not limited to, interior fit out selections and coordination with building design and finishes; selection and specifications of moveable furniture, with coordination and interaction with Maryland Correctional Enterprises (MCE), as applicable; selections of window treatment; and other FFE to meet the requirements of the project facility program. Service phases may include design, specifications, bidding support, and delivery/installation contract administration inclusive of product verification and punch list administration. The FFE procurements will generally be conducted through a combination of MCE, UMBC Procurement and the CM contract.

The CM may have procurement responsibilities associated with some of the FFE items, which will be identified at the time of the issuance of the RFTOP or during the design phase. In such an instance, the CM will be responsible for procurement of the FFE items using the 100% construction documents issued by the A/E. The CM will submit a separate GMP (or multiple GMPs) for these FFE items or include them in the GMPs submitted above.

1.22 GMP Savings

All savings under the GMP revert to the University; based on the total for the GMP, not on a line-by-line basis.

1.23 Contingencies

University/Owner's Contingency

A University/Owner's Construction Contingency will be established. Expenditures against this contingency will be available to cover all costs resulting from the following:

- Changes in scope initiated by the Owner's designated representative; and,
- Unforeseen field conditions.

Expenditures against the contingency are only authorized by the University's written approval via a contract amendment issued by University's Department of Procurement & Strategic Sourcing.

CM-GMP Contingency

The GMP shall include a CM controlled construction contingency (CM-GMP Contingency) in an amount approved by the University, to protect the Construction Manager against the risks assumed in providing the GMP for the Project. The University and the CM acknowledge that the contingency is included to adjust the projected project cost for eventualities which have not been taken into precise account in the establishment of the GMP, including: (1) scope gaps between trade contractors; (2) contract default by trade contractors; (3) costs of corrective work that the University agrees is not the responsibility of the trade contractor or is associated with a contract default by a trade contractor; and (4) expediting or accelerating of the work to meet scheduled completion dates, if required.

The CM-GMP Contingency is not allocated to any particular item of the Cost of the Work, and is established for the CM's use as may be required for increases in costs incurred in the Work from unforeseeable causes or details not capable of reasonable anticipation at the time of the University's approval of the GMP. It is understood that the amount of the CM-GMP contingency is the maximum sum available to the CM to cover costs incurred as a result of such unanticipated causes or details, and that cost overruns in excess of the amount of the CM-GMP contingency will be borne by the CM.

The CM-GMP contingency may be applied to any items within the Cost of the Work without the necessity of a change order, without constituting a change in the Work, and without resulting in any change in the GMP. The CM will notify the University of the CM's intent to apply any part of the CM-GMP contingency to any item within the Cost of the Work prior to any such application.

As the actual Cost of the Work is determined on items funded by the CM-GMP contingency, change orders shall be issued by the CM to the applicable trade contractors, as appropriate, with a sign off by the University's representative to document the University's review of the transfer funds of funds from the CM-GMP contingency to the Cost of the Work components of the GMP without affecting a net change to the sum of the GMP.

The University retains the right to specifically request revisions to the amount of the CM-GMP contingency prior to the University's acceptance and approval of the GMP.

1.24 Non-Acceptance of the GMP and Termination of University-Construction Manager Contract

The University, at its sole discretion, may decline to accept the Construction Manager's GMP for any phase of the project and thereupon without penalty; the Contract shall terminate according to its terms at the end of the Pre-Construction phase. In addition, if the Board of Public Works fails to approve the amendment of the Contract to reflect any GMP, if applicable, the Contract shall terminate according to its terms at the end of the current phase.

This termination by non-acceptance of the GMP shall likewise terminate all further services and obligations of the Construction Manager. The Construction Manager shall accept the amounts provided in the price proposal for the pre-construction phase as full and complete reimbursement of all costs and services performed by the Construction Manager for pre-construction, and shall only be entitled to amounts set forth under or related to the construction phase to the extent to which the CM is under contract for the construction and has incurred such costs. Thereafter, the University shall have the right to continue its activities to place the project under construction with no obligation or restriction regarding the Construction Manager and with full ownership and use of any data and information developed during preconstruction activities.

Termination under this section is in addition to the termination provisions set forth elsewhere in the Contract.

PHASE 2 – CONSTRUCTION SERVICES

1.25 General Obligations for Construction

The CM shall provide services as required to complete construction of the Project and to maintain the established GMP for the Project.

1.26 Consultation During Continuing Project Development

Upon acceptance and approval of the GMP by the University, the Construction Manager shall continue to advise and assist the University and Architect during any continuing Design Activities required in the project.

1.27 Project Schedule

The CM shall provide throughout the construction phase a CPM schedule through the use of a University approved computer based software scheduling system. Scheduling software shall allow for integration of all aspects of the project and provide for coordination of all work to be performed. The scheduling software used by the CM shall be capable of producing and coordinating logic developed network diagrams and Gantt chart format reports.

1.28 Date of Completion

The Work and services under this Contract shall be scheduled for the time period necessary to permit completion and successful final inspection (completion) within the identified time frame for the Project. Time is of the essence.

1.29 Trade Contracts

After acceptance of the GMP and issuance of the Construction Contract Amendment to the CM for the Construction Phase, the Construction Manager shall directly contract with the successful Trade Contractors or Suppliers. The term Trade Contractors if used in this Contract means sub-contractors and the term Sub-Contractors as used in the Contract shall include Trade Contractors.

The CM will require the Trade Contractors to provide the applicable contract documents inclusive of insurance certificates, performance and payment bonds, MBE participation schedules/documentation, and verification of MBE participation, by submission of letters of intent, copies of purchase orders, etc. All contract documents between the CM and the Trade Contractors are to be made available for review by the University as requested.

1.30 Separate Contracts

Without invalidating the relationships with the Construction Manager, the University reserves the right to let other contracts in connection with the project, the work under which shall proceed simultaneously with the execution of the Construction Manager's work. The Construction Manager shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Construction Manager shall take all reasonable action to coordinate its work with theirs. If the work performed by the separate contractor is defective or performed as to prevent the Construction Manager from carrying out its work according to the plans and specifications, the Construction Manager shall immediately notify the Architect and the University upon discovering such conditions.

1.31 Project Control

Project Staffing

The Construction Manager's on-site representatives shall manage the work of the Trade Contractors and coordinate the work with the activities and responsibilities of the University, Architect and Construction Manager to complete the Project in accordance with the University's objectives of cost, time, and quality.

The Construction Manager shall maintain a competent and adequate full-time staff approved by the University at the Project site to coordinate and provide adequate direction of the work and to monitor progress of the Trade Contractors on the Project at all times.

It is understood that the designated and approved on-site resident CM representatives will remain on the job and in responsible charge as long as those persons remain employed by the CM, unless the University has reason to agree otherwise during the course of the project and a contract amendment is issued accordingly by the University's Procurement Department.

On-site Coordination/Management

The Construction Manager shall establish on-site organization and lines of authority in order to carry out the overall plans of the Project Team.

The Construction Manager shall conduct orientation sessions for its on-site field staff and Trade Contractor's staff, as applicable, as to the Project Procedures as developed during the Design Phase, as well as site requirements per the Contract Documents. University representatives may attend such sessions.

The Construction Manager will coordinate all of the on-site Trade Contractors to ensure that the necessary On-Site Services for the construction activities are provided and on-site requirements of the Construction Manager, University and Architect are met. The CM is not required to provide offices for the Architect or the University within its field offices.

The Construction Manager shall require all Trade Contractors to submit a Trade Contractor's Daily Report which is to include, but not be limited to, a summary of work performed, information required, status of change order T&M work, materials received, and safety incidents. The Construction Manager shall accept delivery and arrange for storage, protection and security for any University purchased materials, systems and equipment which are a part of the work, until such items are turned over to the respective Trade Contractors.

Quality Management

The CM shall establish on-site organization and lines of authority in order to fulfill the administrative and procedural requirements for quality assurance and quality control.

The CM shall advise the Architect of any apparent variation and deviation from the intent of the Contract Documents and shall take the necessary action to correct such variations and deviations within the terms of the contract documents. The CM shall provide one (1) set of all inspection reports, in binder form, to the University's Project Manager with the monthly report.

The Construction Manager shall provide for and administer all third party inspection and testing as specified in the Construction Documents under the identified General Conditions allowance for the Project.

1.32 Cost Control

The Construction Manager recognizes that it is responsible to maintain cost control based on the final approved GMP (or, if multiple GMPs, the cumulative total of all GMPs) and advocate accordingly in the Owner's best interest.

The Construction Manager shall develop and maintain an effective system of Project cost control. The CM shall refine and update the approved GMP, incorporate University approved changes as they occur, and develop reports and forecasts as needed, or as directed by the University. The CM shall identify variances between actual and estimated costs and advise University whenever projected cost exceeds allowances or estimates.

The Construction Manager shall check and supervise all material deliveries, equipment and labor entering the work site. The CM shall maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and material, or other bases requiring accounting records, and afford the University access to these records and preserve them for a period of three (3) years after final payment. The University reserves the right to audit the CM's records during that period.

Upon completion of all work, any and all non-expended funds remaining in any GMP revert to the University.

1.33 Project Safety

The CM shall develop and implement a project safety program in accordance with the UMB Standard General Conditions for Construction Management and applicable regulations.

The CM shall report to the University, as part of each monthly report, any safety violations and actions taken to protect the safety of persons and property engaged in the work.

1.34 FFE Services

The CM shall expedite delivery, receive, coordinate, schedule and oversee the installation of all FFE items which the CM has procured.

1.35 Shop Drawing Review/Processing

The Construction Manager shall develop and implement a system for review, acceptance or rejection, and processing of all shop drawings/submittals. The CM shall review this system with the University and obtain the University's approval prior to implementation.

The CM will be responsible for logging all shop drawings/submittal prior to submission to the University and the Architect. The CM is to ensure that shop drawing/submittals packages are submitted in an appropriate manner and, if not, return them to the Trade Contractor for proper submission.

The Construction Manager shall be responsible for tracking and monitoring all shop drawings/submittals throughout the Construction Phase until all shop drawings/ submittals have been approved by the A/E and the University.

The Construction Manager shall include shop drawings as an agenda topic on all Owner meetings and advise the University immediately of any delays in the shop drawing/submittal process. The Construction Manager shall develop a shop drawing/ submittal aging report, which is to be submitted to the University's Project Manager at each regularly scheduled progress meeting. The Construction Manager shall provide coordinated drawings as required.

1.36 Project Record Documents

The Construction Manager shall maintain at the Project site, on a current basis, records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and any other documents and revisions which arise out of the contract or the Work.

1.37 Commissioning

Where indicated, the CM shall engage the Building Commissioning agent under the established pre-construction and construction allowances. The scope of services for the Commissioning Agent will be developed by the CM in conjunction with the University as part of the solicitation documents for the procurement of this agent and the University shall participate in the selection process. The CM's management of the commissioning contract is part of its services and shall not be charged under these

allowances. The commissioning allowances are provided to cover the actual costs only for the contracted Building Commissioning agent, as approved by the University.

1.38 Change in Scope and Change in GMP

The University may, unilaterally at any time by written order via a contract amendment, make changes within the general scope of the work to be performed under the Contract. The Construction Manager shall provide the University with written detailed cost supportive data if any apparent change in scope or design will require a change in the GMP. A copy will be provided to the Architect.

The University and Architect will review the Construction Manager's analysis and cost data. The University and Architect will advise the CM whether or not they agree with the CM's analysis and cost data. The University and Construction Manager shall reach mutual agreement on the nature of the subject change, and upon the University's direction, eliminate the circumstances of the change or negotiate a mutually agreed cost change to be made to the GMP. The Construction Manager shall notify the Architect and the University of such changes before trade bids for the work associated are requested.

The Construction Manager shall develop and implement a system for review, negotiation, and processing of proposed Change Orders. The CM shall, with complete supporting data, recommend necessary or desirable changes to the University and the Architect for approval. In the CM's review of change order proposals in excess of \$25,000, the University expects the CM's supporting documentation to include the CM's written estimate for such additional work.

It is understood and agreed that refinement and detailing may be accomplished from time to time with respect to the drawings and specifications. No adjustment in the Guaranteed Maximum Price or the Scheduled Completion Date shall be made unless such refinement or detailing results in changes in the scope or design of the Project, as determined by the University. Nothing herein shall be construed to preclude the University from ordering minor changes in the Work not involving increases in cost, consistent with the intent of the Contract Documents.

The CM may not include a mark-up of any type for any change order work. Change order proposals may only consist of actual costs; i.e., trade contractors' change order proposals and General Conditions items, if applicable. Should a substantial scope change occur, as determined solely by the University, the University may consider an equitable adjustment to the CM fee. Depending on the scope of the change and the time frame, this adjustment may be up to, but not exceeding, the percentage of which the original CM fee is based on the Project Construction Costs, if appropriate. Such consideration is the sole determination of the University.

Changes to the GMP will only be made as a result of documented and University approved decisions with the issuance of a contract amendment to the CM's contract by the University's Procurement Department. Change order expenditures may not be made against this contract without a fully executed contract amendment.

Should change order work arise that needs to proceed quickly due to the particular circumstances, the University's Procurement Department can, at its sole discretion, issue an authorization letter to the CM to proceed with the change order work while the contract amendment paperwork is being processed. The CM may not invoice for this work until a fully executed contract amendment has been processed.

1.39 Claims Avoidance/Resolution

On a timely basis, the Construction Manager is to advise the University, as necessary, on construction issues so as to avoid disputes. If claims/disputes arise, the Construction Manager will provide the University with requested assistance. This assistance may include cost assessments, documentation review, and contract review, as well as any corresponding recommendations.

1.40 Reports

The Construction Manager shall provide to the University on a monthly basis, or at the University's request, a written report inclusive of the items listed below. The monthly report shall be provided every 30 days beginning 30 days from the issuance of the Notice to Proceed for the Construction Phase.

The monthly report by the CM is to include the items noted below.

- Project Status: Overall summary of the project status to date for the Project inclusive of information on the Trade Contractors' Work and the percentage of completion for the Project.
- Schedule: Revised project schedules with a summary statement as to the status of construction for the Project.
- Cost Status: Overall summary of the financial status of the project with the cost control report included.
- Change Order: A summary statement as to the status of change orders for the Project inclusive of potential change orders, approved change order and rejected/voided change orders, as well as change orders which require the University's immediate attention.
- Shop Drawings/Submittals: A summary statement as to the status of shop drawings/submittals for the Project inclusive of items requiring the University's or the Architect's immediate attention.
- Quality Assurance/Inspections: A summary statement as to the status of quality control/inspections for the Project including, but not limited to, number and type of inspections made, overall project quality to date, and recommendations.

Within ten (10) days of issuance of the Construction Phase Notice to Proceed, the CM is to submit to the University the report formats for each of these and prior to implementation the CM must obtain the University's approval of these formats.

1.41 Ownership of Documents

All data, information, material and matter of any nature and all copies thereof in any and all forms whatsoever developed by the CM or in the CM's possession or control relating to the Project are the properties of the University.

1.42 Contract Close Out

As required by the project, the Construction Manager shall bring on staff a Project Close Out Engineer to solely handle project close out activities, which include punch list, scheduling of the required demonstrations and testing, and reviewing and submission of the O&M manuals. This person shall be brought on at the appropriate time as determined by the University based on the scheduled substantial completion date. It should be noted that this position may not be held by someone who has been assigned to other positions during the construction of the project.

The Construction Manager is responsible for compliance with all Contract Close Out items per the Contract Documents. The Construction Manager is to work closely with the University's Procurement Department as to the procedures and schedule for Contract Close Out to ensure compliance with the contractual obligations. The CM shall obtain data from Trade Contractors and maintain a current set of record drawings, specifications, and operating manuals. At the completion of the Project, and before final payment, the CM shall deliver all such records to the University along with completion set of as-built drawings for approval by the Architect. The CM shall also provide final project construction costs in both the CSI format and the Building Component format to the University for its historical cost data base.

FINANCIAL TERMS

1.43 Preconstruction Phase CM Fee

The CM fee for the Preconstruction (Design) Phase shall be an all-inclusive lump sum fee associated with the required services for the associated project, as well as any preconstruction allowances identified in the specific task order. Preconstruction CM fees will be handled outside of the GMP.

As preconstruction allowances are set up by the University, it will be the University's responsibility to replenish these if necessary; it should be noted that no costs are to be expended from these allowances without the prior written approval of the University as confirmed on the University's Preconstruction Allowance form (which will be provided to the awarded firm). If the CM expends such monies without the University's approval, the CM does so at the CM's own risk. Any unused funds remaining in these allowances at the conclusion of the bidding phase will revert to the University for its use.

1.44 Construction Phase CM Fee

The CM Construction Phase Fee shall be an all-inclusive lump sum management fee which will include all CM home office costs inclusive of officers, home office and local office support staff, as well as all CM overhead costs and profit, and any legal costs. This fee shall be included in the GMP.

The only CM costs which are not to be included in the CM Construction Phase Fee are (i) trade contracts, (ii) on site field staff, (iii) General Conditions costs, and (iv) CM-GMP contingency.

It should be noted that there will not be any adjustment made to the CM fee on the project no matter the project scope changes unless the University, in its sole discretion, finds that the magnitude or nature of the scope change warrants a consideration of an adjustment to the CM Construction Phase Fee; if this occurs the associated/additional CM's Construction fee will be negotiated and will not exceed the same percentage fee as quoted for the construction work.

1.45 On-Site Staff Reimbursable Costs

Costs for on-site field staff will be paid on a reimbursable basis based on the quoted, hourly billing rates. Field personnel costs shall be billed at Direct Personnel Expenses. Direct Personnel Expenses are to include direct salary plus actual burden costs, which are limited to bonus, FICA, SUTA, FUTA, 401K, vacation leave, sick leave, holidays, jury duty leave, and bereavement leave, and any automobile expenses/allowances inclusive of the Field Superintendent's truck that is used on the project site during the work day. Direct Personnel Expenses shall not include any employee overhead mark-up.

The on-site field staff are limited to the following positions:

- (i) full time staff, which include project managers, project engineers, and superintendent;

(ii) part time staff, which include field secretary/clerk, clerk/document control person, field accountant, BIM Manager, close-out engineer, and test engineer; and

(iii) positions that may be full or part time as determined by the CM, which include assistant project manager, assistant superintendent, foreman, quality control manager, and safety manager.

All other CM positions that are not listed above shall be included in the CM Construction Phase fee.

Additionally, the following clarifications are provided for these positions:

- The Project Manager is to be a salaried position; that is the University will reimburse a maximum of forty (40) hours per week for these positions; therefore, the quoted billing rate should be based on this maximum number of hours allowed per week.
- The Close-Out Engineer position may not be handled by a person who is involved in the construction portion of the contract and this position is to commence at least four (4) months prior to the substantial completion date.
- In the case of the Test Engineer, it is acceptable to the University that this role can be handled by other positions within the CM team, except for the Project Manager and Field Superintendent, if a RFTOP Proposer elects to do so; that is, the role of the Test Engineer cannot be performed by the Project Manager, or Field Superintendent but can be performed by any of the other CM positions. Should this be the case, the RFTOP Proposer is to note this on the Price Proposal form in the space provided for the hourly billing rates for this position.
- The Quality Control Manager is an on-site staff reimbursable position with the following duties: (i) Manage the Quality Control (QC) Plan as specified; (ii) conduct QC meetings for each definable feature of work; (iii) ensure that the process for quality control is occurring, including testing, inspections, mock-ups and the identification and correction of deficiencies; (iv) Manage the process for identifying and documenting deficiencies on a QC log, and facilitate the process for correction and documentation that the corrections have been property completed; and (v) ensure the overall compliance of the work with the contract documents. The QC Manager shall have not less than 5-years combined experience as superintendent, project manager, or approved comparable position managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project. The individual shall have experience in areas of hazard identification and safety compliance. The QC manager shall not have any other project responsibilities.

1.46 General Conditions

Non-personnel General Conditions costs are to be competitively bid by the CM, as determined by the CM and the University, to ensure reasonable pricing. The awarded CM will review the list of such items with the University's Project Manager to determine which items are to be bid; the list is to document this

and be signed off by the CM's Project Manager and the University's Project Manager to confirm the mutually agreed conclusions. This documentation is to be retained by the CMAR. The field support staff necessary to perform General Conditions work (e.g. laborers, craftsmen, etc.) shall be quoted as an allowance in the Non-Personnel General Conditions costs with the hourly rate in accordance with the prevailing wage rates, as applicable.

An allowance for General Conditions will be established by the CM, and approved by the University in its review and approval of each GMP. The CM will be reimbursed for actual costs only as no mark-up is allowed by the CM. Expenditures from this allowance are subject to the approval of the University, which shall not be unreasonably withheld. Since these allowances are established by the University, it is the University's responsibility to replenish these allowances, if needed. Please note, however, that no costs are to be expended from these allowances without the **prior written approval** of the University as confirmed by completion of the University's Construction Allowance Use Request form (which will be provided to the awarded firm); if the CM expends such monies without the University's approval, the CM does so at the CM's own risk. Any unused funds remaining in these allowances at the conclusion of the construction phase will revert to the University for its use.

1.47 CM-GMP Contingency

There will not be any adjustment made to the CM contingency on the project no matter the project scope changes unless the University, in its sole discretion, finds that the magnitude or nature of the scope change warrants a consideration of additional CM contingency; if this occurs the associated/additional CM contingency will be negotiated and will not exceed the same percentage fee as quoted for the construction work.

1.48 Change Order Impact on General Conditions

General Conditions' costs, both on-site staff and non-personnel items, related to any change orders/amendments to the CM contract will be reviewed on an individual, change order basis. A determination will be made in the University's sole discretion as to the need for requested General Conditions increases related to the change order. Therefore, the CM is not to expect that any change order will allow for an increase in General Conditions costs.

1.49 Payments to CM

Preconstruction CM Services

The CM will be paid for 100% of the approved monthly Construction Manager's fee earned. Application for payment shall be submitted on/or about the 25th day of each month, but not less than thirty (30) days after commencement of services. Payment requests are to be submitted on University approved forms. Payments shall be made on the evaluation of work accomplishment.

Construction CM Services

Payments of the Construction CM Fee shall be made on the evaluation of work accomplishment. The Construction Manager will be paid for 100% of the approved monthly, Construction Manager's fee

earned. Application for payment shall be submitted on/or about the 25th day of each month, but not less than (30) days after commencement of service.

Trade-Contracts, Equipment Rentals, and Material Payment

No markup for overhead or profit will be charged by the Construction Manager for Trade or Sub-Contracts, Equipment purchases, and Material Payments. Progress payments to trade or subcontractors shall be administered in accordance with the Standard Conditions; that is, 95% of the Subcontract, Equipment Rentals and Material Payment invoices will be paid with 5% being withheld to assure faithful performance of the contract.

Reimbursables under General Conditions Allowance and Use of CM Contingency

Allowance expenditures shall be approved by the University prior to the provision of said services. Application for payment shall be submitted on/or about the 25th day of each month, but not less than (30) days after commencement of service. Payment of approved reimbursable items will be made on a monthly basis with no retainage applicable.

Net terms of payment

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

Technical Proposal Submittal Format

2.1 Introduction

All proposals shall be organized in accordance with the format listed below. Proposers should describe in detail and provide evidence supporting the qualifications requested below. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and may result in disqualification. Non-conforming and non-responsive proposals may be rejected at the discretion of the University's Procurement Department.

All proposers are *required to first submit only a Technical Proposal without a Price Proposal*. The technical proposal shall be submitted via email to the Box address provided in the Solicitation Schedule. File names for the documents are to include the RFP number and the Proposer's name. Submit two (2) sets of the Technical Proposal as follows:

- One set in Microsoft Word format (for documents created in word processing format).
- One set in PDF Format.

2.2 Organization of Proposal

Proposals shall be organized in the following format:

Technical Proposal

Title page
Key Supervisory Personnel
CM at Risk Team
CM at Risk relevant experience
Profile of the Proposer
Acknowledgement of Addenda form
Bid/Proposal Affidavit
Contractor's license
Other

Failure to include all the documents may render the proposal non-responsive and the offer may be rejected.

2.3 Title Page

The title page shall be on company letterhead and include the name and address of the firm submitting the proposal, a contact person at the firm for the proposal, including complete telephone number with extensions and email contact information. The page shall also include the RFP title and number, as well as the date of submission. The title page shall be signed by an

individual who is authorized to bind the Proposing firm to all statements, including services, and financials, contained in the Proposal.

2.4 Key Supervisory Personnel

Within this category, key supervisory personnel as defined by the University are the Contract Coordinator, the CM Project Manager, and the CM Field Superintendent. These key people must be current employees of the Proposing Firm.

Contract Coordinator: Person responsible for coordinating all task orders to be completed under this on-call contract. This person will serve as the primary point of contact to receive all task order requests, submit the task order proposals, and confirm the assignment of the appropriate CM Project Manager and Field Superintendent.

CM Project Manager (CM PM): Person from Construction Manager who will be involved on a continual basis from commencement of any task order until construction completion. This person will be responsible for the overall management of the CM team and the completion of the specific, assigned projects for both the pre-construction and construction services.

CM Field Superintendent (CM FS) Person from the Construction Manager who will be responsible for the direct supervision of the trade contractors, daily coordination of the work on site to maintain the schedule, and on site management such as material deliveries, outages, etc. This person must be on site 100% of their time upon the commencement of the construction phase.

By submitting the names for consideration under this Key Personnel Section, the Proposer is committing these people to the University for this contract's duration if awarded the contract. Personnel changes will not be permitted without written authorization from the University through a contract amendment issued by UMBC's Procurement Department.

Organizational Chart:

Proposers shall provide an organizational chart of the proposed CM Team. The chart shall provide the name of the Firm and clearly indicate the CM Team Organizational and Reporting Structure. The chart shall show the relationship between the following positions: Contract Coordinator; two (2) CM Project Managers; three (3) Field Superintendents; Chief Estimator; and Other Key People as determined by the Proposing firm. The individual's name and project role for each Key Person shall be included in the chart.

Basis for Selection

A completed "Key CM Personnel/Basis for Selection Form" shall be submitted that indicates the reason these individuals were submitted for the indicated key positions CM Team.

Key Personnel Form

A completed Key Personnel form for the two (2) CM Project Managers and three (3) Field Superintendents to be assigned under this contract, if awarded. The following information shall be provided for each of these individuals:

- Educational background;
- Work experience with the proposing firm inclusive of dates of employment and positions held.
- Work experience with prior employers, including dates of employment and positions held;
- Specific project experience similar to the work to be done under this On Call contract and the role in pre-construction and construction that this person played in each selected project with higher consideration to be given if the role is the same as to be assigned on the UMBC On Call Contract.
- Achievements/Other Notations, if any.

A minimum of three (3) projects shall be listed for each person. Each project shall include a description of the types of Pre-Construction and Construction Services performed directly by this individual. Additionally, a concise, detailed description of the project should be given, if not provided elsewhere in the technical proposal, inclusive of the type of work performed (i.e., renovation, new construction, etc.), work setting (higher education, campus setting, occupied setting, etc.), dollar volume of project, contract method (CM at Risk, DBB/GC, DB, etc.), and schedule of the job. It is preferred that the projects listed are some of the projects listed under firm experience. Higher consideration will also be given based on the extent to which the key personnel have experience in science research and teaching facilities, occupied settings, and the higher education arena, as well as CMAR projects.

Key Personnel References

In the space provided on the Key Personnel form, provide three (3) project references for each of the proposed key people inclusive of contact person, phone number, email address, and name of applicable project. These references are to be project references from projects listed on the individuals project experience, not employment references, as the University is interested in speaking to a Project Owner or A/E regarding the person's performance on a particular project.

References are to be from different projects; only one reference per project is allowed. Additionally, one (1) reference for each person must be from outside the University of Maryland,

Baltimore County. Proposers must ensure that the information provided is accurate and complete, and that the reference is able to speak to the individual's performance in the role to be assigned under this contract.

In addition, the University reserves the right to check other sources available including its own institution even if not provided as a reference by the Proposer. References will be held in strictest confidence by the University.

All references of the Key Personnel will be checked during the Second Phase Technical Evaluation. Only the short listed proposers will have their references contacted; however, all proposers responding must furnish this information within their Technical Proposals.

2.5 Firm Relevant Experience

Proposers are to submit information on a total of three (3) similar or relevant projects. For each project, the Proposer is to complete the CM Experience Form provided in this RFP, as well as project photographs with the description on the same or opposing page.

All projects must be constructed in the last five (5) years, or at least be substantially complete (available for its intended purpose by 8/1/19), and be in excess of \$1 Million in Construction Costs. Additionally, the projects must have been completed by the proposing firm as the prime contractor utilizing the CMAR delivery method. It should be noted that the Construction Management at Risk (CMAR) or Construction Management with GMP contract method are synonymous and are defined to be that delivery method in which the Construction Manager is retained by the Owner to provide pre-construction and construction services inclusive of constructing the facility under a guaranteed maximum price. Construction Management Agency is not included in this definition.

Projects should clearly demonstrate a firm's experience with projects of similar complexity to the types of projects that will be constructed under this contract. Additionally, one of the three projects must be a renovation; one of the three projects must be a research project; and one of the three projects must be a renovation project in an occupied setting. As applicable, include documentation of the firm's experience with principles of lean construction used to reduce costs, construction time, and waste, and increase productivity and value.

The project submission shall include the following:

- Project Name and Location;
- Project Owner, Contact Person, Email Address, and Telephone Number, including extension;
- Construction Start and Project Completion Date;
- Construction Cost (*indicate construction cost at the time of the project and also the escalated cost to today's value per the chart below*);

- Project Delivery Method (all projects submitted must have used the CMAR method);
- Project Gross Square Footage;
- Brief Project Description;
- Project Setting (i.e., university, etc.);
- Names of Proposed Key Personnel who were involved in the project and the assigned role for each; and,
- Similarities of the submitted project to the work to be performed under the On Call contract.

For project construction costs, Proposers are to use the following escalation chart to determine the project size in today's dollars for evaluation purposes:

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
onward	3.5

The escalation factor is to be calculated from the mid-point of construction and it is cumulative.

The projects submitted under this category are to be similar in size, function, setting (higher education and occupied project setting) and complexity to the type of projects to be done under this contract. A greater degree of consideration will be given to projects in which the majority of these factors are applicable. Higher consideration will also be given if proposed key people were involved in the submitted projects and, particularly in the proposed role.

Additionally, if the Proposing CM firm is a joint venture firm, two projects (of the three submitted) MUST be from the majority joint venture party, and the third project from the minority joint venture party.

Firm References

Provide a reference contact for each of the three (3) projects, including contact name, address, telephone number (including extension), and email address for each reference. References are to be from different projects; that is, only one reference per project is allowed and the reference must be someone from the project owner's organization. One (1) of the three (3) references must be from outside the University. Please be sure that accurate information is provided and that the contact person is capable of speaking to your firm's capability in performing the services required. References will be held in the strictest of confidence.

The University reserves the right to verify all information provided, as well as to check any other sources available or to use itself as a reference, even if not provided by the Proposer.

Firms are also to provide two (2) additional project references, including name of project owner, contact name, email address, and phone number. These references will be used only in the event the University is unable to contact one or more of the three projects provided. Please include with these references, a list of applicable projects with a brief description of each inclusive of dollar size and date completed.

All references of the Firm will be checked as part of the Second Phase Technical Evaluation. Only the short listed proposers will have their references contacted; however, all proposers responding must furnish this information within their Technical Proposals.

2.6 Project Specific Items

Project Specific Background

Provide summary information on the firm's specific background in doing CM at risk projects such as the projects to be completed under this contract. Information to be provided under this category includes, but is not limited to, the following:

- Percentage of work done by the proposing firm which is similar to the University project, utilizing the CM at risk or CM with GMP method,
- Percentage of work done on an "on call" basis; and
- Other applicable project experience other than the three (3) projects submitted under the Firm Experience.

Pre-Construction Services

Provide an example for each of the following documents that the firm submitted to the owner while performing pre-construction services for one of the projects that is listed under Firm Experience; each document may be from the same or different submitted projects:

- 100% DD estimate;

- Constructability Review Report; and
- Value Engineering Report.

2.7 Profile of Proposer

Provide a brief but informative history of the firm inclusive of how the firm was established and how the firm has developed/evolved over the years. Indicate the type of work performed, the client base, and the year in which the firm commenced providing Construction Management at Risk services and on what types of projects initially. Provide the number of employees inclusive of a breakdown among office and field and supervisory and non-supervisory, and any other pertinent information about the firm. This section shall be limited to 2 page with a font size no smaller than 11.

Complete the "Annual Sales Volume/Completed Projects form" on a per year basis for the last four (4) years (2015, 2016, 2017, and 2018) and indicate what percentage of such work is CM at risk, GC, DB, or other (name). This information is to be provided for the responsible branch office only, not the parent organization, if applicable.

Experience Modifier Ratio (EMR)

Provide the proposer's EMR for the last three (3) years (2016, 2017, and 2018). This information is to be provided for the responsible branch office only, not the parent organization, if applicable.

Bonding

Provide the firm's bonding capacity via written confirmation from the firm's insurance agent or bonding company (with higher consideration if from the bonding company or entity with the power of attorney from the bonding company).

Company Financial Information

Provide either the firm's Dun & Bradstreet Report inclusive of rating or the most recent financial statement (with higher consideration given if audited financial statement provided).

Contractor License

Proposers must be licensed as required by the Construction Firm Law of Maryland (Title 17, Subtitle 6, of the Business Regulation Article of the Annotated Code of Maryland) and shall provide a copy of the firm's contractor license with their proposal.

Joint ventures

If the Proposer is a joint venture, the Proposer must provide information for all of the requirements specified in this section for all parties. The information provided under this category of Profile of Proposer will be evaluated for each joint venture party based on its percentage of the joint venture firm.

Joint ventures must also provide the following information: (i) history of joint venture experience for all parties; (ii) specific history of this joint venture relationship inclusive of the reasoning for the establishment of the joint venture for this contract; and (iii) a listing of all joint venture parties and each party's percentage of the joint venture firm. In addition, the joint venture Proposer is to identify the responsible JV party for each of the CM services to be provided during the Pre-Construction and Construction phases of the Project.

If the selected Construction Manager is a joint venture firm, all joint venture parties will be held responsible for the contract obligations separately and severally.

2.8 Bid/Proposal Affidavit

The Bid/Proposal Affidavit included in this RFP document must be executed by each responding proposer and submitted with the proposer's technical proposal.

EVALUATION PROCESS

3.1 Evaluation Overview

Proposals must meet the requirements as stated in this document. Proposals that fail to meet one or more of the criteria may be ineligible for award. The University may make any investigations deemed necessary to determine the ability of the firm to provide the work as specified herein.

The solicitation evaluation involves an iterative evaluation process through a number of different phases by an evaluation committee. The initial technical evaluation encompasses the review of the written technical proposal. The second technical evaluation incorporates information from the Interview Session and references. The last phase is the review of the price proposal. All firms will be notified if they do not meet the requirements for a particular phase. The final proposal rating will be based on the second phase technical evaluation and the price proposal evaluation. Technical merit will have a much greater weight than cost.

The University will choose from among the highest rated proposals those proposals which will best serve the interests of the University and the State, in accordance with University procurement policies. The University reserves the right to negotiate or modify any element of the request for proposal evaluation process to secure the best possible arrangement for achieving the stated purpose. The University reserves the right to make an award with or without negotiations. The final decision will not be based upon price alone.

3.2 Initial Technical Evaluation - Technical Proposals

An Initial Technical Evaluation of the Technical Proposals will be conducted by a University Selection and Evaluation Committee.

The Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the evaluation criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria in the RFP. Based on the results of the initial technical evaluation, the University will develop a short list of firms that are deemed most qualified to perform the services required under this Contract who will advance in the procurement.

Those proposers not deemed susceptible of the award and not short listed will be advised and will not progress further in the procurement.

3.3 Interview Sessions and Second Technical Evaluation

Upon completion of the evaluation of the written technical proposal, the University will contact short listed proposers to schedule an interview at the University. Only those Proposers who are shortlisted as a result of the initial technical evaluation will be requested to attend an Interview Session at the University. The date and time for these sessions will be set upon completion of

the initial technical evaluation. However, it is anticipated that the Interview Sessions will be conducted on the dates provided in the Solicitation Schedule.

Each firm will be required to have the following Key Personnel attend: Contract Coordinator, the two (2) proposed CM Project Managers, and **the Field Superintendent**. Proposers are advised to set aside the entire dates on all of these individuals' calendars to avoid any conflicts. At the time these sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions, including the date and time. These sessions will be one-hour in duration.

The Interview Session is an opportunity for the CM team to convey their background and expertise as it applies to this contract; and to address their understanding of the pre-construction and construction services required for this contract. The Interview Session also allows the University to meet the Proposer's key personnel, discuss selected categories of the Proposer's Technical Proposal, and clarify the CM scope of services for the contract. Finally, it provides an opportunity to review the Price Proposal form.

Following the Interview sessions, a Second Phase Technical Evaluation will be conducted. In the Second Phase Technical Evaluation, all information provided by the Proposer in both the initial technical proposal and the Interview session will be evaluated. A second shortlist will result from this evaluation.

Upon completion of the second phase technical evaluation, proposers will be notified as to the results; that is, whether their firm is included or not on the second shortlist. Further information may be requested by the University during the technical evaluation process and a Best & Final Technical phase may be conducted.

3.4 Price Proposal

After completion of the Second Technical Evaluation, only Proposers who remain shortlisted based on the second phase technical evaluation will be requested to submit a Price Proposal. The form for the Price Proposal will be provided at the time that firms are shortlisted and scheduled for an Interview.

The price proposal shall be submitted via email to the Box address provided in the Solicitation Schedule. File names for the documents are to include the RFP number and the Proposer's name. Submit two (2) sets of the Price Proposal as follows:

- One set in Microsoft Word format (for documents created in word processing format); and,
- One set in PDF Format.

The Price Proposal Form shall be filled out completely inclusive of the attachments. Please note, that no changes, alterations or additions to the Price Proposal Form are permitted. Price Proposals will not be opened publicly. The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and witnessed. If the Form is not signed by an officer, a copy of the portion of the by-laws or board resolution, duly certified by the corporate secretary, must be attached that shows the authority of the person that signed on behalf of the corporation.

Proposers will be requested to provide On Call CM firm hourly billing rates for on site staff in the price proposal. These shall be the quoted hourly rates for the applicable on site positions for projects to be completed under the On Call CMAR contracts. These hourly bill rates will be the basis by which the awarded CM is reimbursed for these positions.

Price Proposals will be evaluated based on the quoted hourly billing rates for the on site staff positions based on sample jobs. The University may elect to request Best & Final Price Proposals.

GENERAL INFORMATION

4.1 Due Date and Time

The 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 indicated in the Solicitation Schedule.

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

Proposers shall allow sufficient time in submitting responses to the RFP to ensure timely receipt by the Issuing Office via the Box site. Proposers should receive an automatically generated verification from Box when the file has successfully uploaded. Proposers that do not receive verification should immediately contact the Issuing Office to confirm that their response has been received. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

4.2 Late Proposals

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

4.3 Multiple/Alternative Proposals

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

4.4 Modifications and Withdrawals of Proposals

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

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

4.5 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location indicated on the Solicitation Schedule. Attendance is not mandatory, but is strongly recommended as clarifications may be provided. As this on-call contract is not associated with any pending projects, a site visit will not be conducted as part of the Pre-Proposal Conference.

4.6 Issuing Office

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

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

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

Elizabeth Moss: emoss@umbc.edu

or

Rafael Espinoza: espinoza@umbc.edu

4.7 Questions, Inquiries, Clarifications, and Addenda

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

Should a Proposer find discrepancies in the RFP documents, or be in doubt as to the meaning or intent of any part thereof, the Proposer must, prior to the question deadline listed in the Solicitation Schedule, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.

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

4.8 Site Investigation

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

performing the work. The University shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the University.

4.9 Right to Reject Proposals and Waive Irregularities

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

4.10 Cancellation of the RFP

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

4.11 Proposal Acceptance

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

4.12 Confidential/Proprietary Information

Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland. Proposals are not publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface the entire proposal with a proprietary statement.

4.13 Minority Business Enterprise

There is no Minority Business Enterprise (MBE) goal or any associated sub-goals for either type of master on-call contract. MBE subcontractor participation goals and sub-goals shall be set for each task order that is completed under the master contract. Firms shall be required to complete the MBE forms that are issued with each task order.

Notwithstanding the above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications on all projects.

4.14 Financial Disclosure by Persons Doing Business with the State

Proposers providing materials, equipment, supplies or services to the University must comply with Section 13-221 of the State Finance & Procurement Article of the Annotated Code of

Maryland which requires that every business which enters into contracts, leases or other agreements with the University and receives in the aggregate \$200,000, or more, during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State a list containing the names and address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

4.15 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.

4.16 Incurred Expenses

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

4.17 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.

4.18 Maryland Public Ethics Law

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

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

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

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

4.19 Use of Affiliates to Avoid Taxation on Income from State Contracts

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

4.20 Payments to Contractors by Electronic Funds Transfer

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

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

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

http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GA_DX10Form20150615.pdf