



**REQUEST FOR PROPOSAL
FOR
DESIGN/BUILD CONTRACTOR SOLICITATION
FOR THE
UNIVERSITY HEALTH SERVICES/COUNSELING CENTER BUILDING PROJECT
AT THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY**

RFP #BC-21167-C

ISSUED: OCTOBER 9, 2019

PRE-PROPOSAL MEETING: **Thursday, October 17, 2019 at 3:30 p.m.**
Harbor Hall Multipurpose Room, First Floor
University of Maryland, Baltimore County
(See <http://www.umbc.edu/aboutumbc/campusmap/>)
(Note: The site visit will be conducted in conjunction with this meeting.)

TECHNICAL PROPOSAL **Wednesday, November 13, 2019, on or before 4:00 p.m.**
Via Box at Technic.hf21grlgvpcs3ged@u.box.com

PROCUREMENT/ISSUING OFFICE: UMBC Office of Procurement & Strategic Sourcing
University of Maryland, Baltimore County
1000 Hilltop Circle, 7th Floor Administration Building
Baltimore, Maryland 21250

PROJECT MANAGEMENT: UMBC Office of Facilities Management
University of Maryland, Baltimore County
1000 Hilltop Circle
Baltimore, Maryland 21250

NOTE: All Addenda to this procurement will be posted on the UMBC Procurement website. All potential proposers must notify the Procurement Office of their interest in order to be kept informed of any and all information regarding this procurement. Please contact [Elizabeth Moss](mailto:Emoss@umbc.edu) via e-mail at Emoss@umbc.edu and provide the Name of your firm, Address, Contact Person, Phone Number and E-mail Address.

**SOLICITATION FOR
DESIGN/BUILD CONTRACTOR
FOR THE
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00701	UMBC GENERAL CONDITIONS GUIDELINES AND COSTS DATED OCTOBER 2019
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00830	PREVAILING WAGE RATES (to be furnished by Addendum)
ATTACHMENT A	<p>The following forms are to be submitted by each proposer as indicated in the Solicitation documents herein:</p> <ul style="list-style-type: none"> - DB Team Organization Form - DBT Working Relationships of DBT Firms Form - Key Personnel Forms (DBC and A/E) - Prior Working Relationships among Key Personnel Form - DBC Matrix of On Site Staff Hours Form - DBC Firm Experience Form - A/E Firm Experience Form - DBC Annual Sales Volume/Number of Projects Form - DBC Current Workload Form - Professional Liability Insurance Form - License Documentation Forms (Firms/Individuals) - MBE Attachment Forms C1-A, Part 1 (Instructions), Part 2 (MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule) and Part 3 (MBE Participation Schedule) - Bid/Proposal Affidavit - Acknowledgement of Receipt of Addenda Form (as applicable)

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ATTACHMENT D	The following forms are to be submitted/signed by the successful firm: University Contract Performance and Payment Bonds Contract Affidavit Form MBE Forms for waivers and forms to be completed by the awarded firm are available on the Box site at https://umbc.box.com/s/w6dx1vlyvbij8amjbv044z9csit4p8i5

SECTION 00100

I. INSTRUCTIONS TO PROPOSERS

I. INSTRUCTIONS TO PROPOSERS FOR THE DESIGN/BUILD WITH GMP CONTRACT

A. **SUMMARY:**

1. The University of Maryland, Baltimore County (herein referred to as University or UMBC) desires to contract with an experienced Design/Build Contractor (DBC) for the design and construction of a new, multi-story, modern, modular building for University Health Services, Counseling Center, Student Conduct and Community Standards, and Spirituality & Meditation with associated shared spaces ("Health Services and Counseling Building") and as described in the Solicitation inclusive of the Project Program. The project delivery method is Design-Build open book. The project will be designed & built under a guaranteed maximum price as fully set forth in Section 00400 of the Solicitation.
2. The objective of this Solicitation is to select a Design/Build Contractor (DBC) team to provide professional design, management and construction services for the design and the construction of the UHS/Counseling Building Project ("Project") fully set forth in Section 00400 of the Solicitation and all UMBC documents inclusive of the Project Program noted in Section 00200 with the Box site link for these documents. End user operations in the existing Student Conduct and Community Standards building dictate the facility cannot be vacated until December 21, 2020 and operations in the new Health Services and Counseling Building must commence by August 2021. The University anticipates the employ of expedited delivery methods such as early packages, expedited MDE review and offsite prefabrication of this permanent modular building.
3. The Open Book Design/Build contract will be utilized on this project (see Section 00100, C for the applicable definition of Design/Build and Open Book Design/Build). This delivery method centers on utilization of a Design/Build Contractor (DBC), who assembles and leads the Design/Build Team (DBT) consisting of the Design/Build Contractor, the Architect/Engineer, other consultants as required including, but not necessarily limited to, those noted below, and all construction trade contractors (all under contract to or under the Design/Build Contractor) as well as University representatives.
 - Civil Engineer
 - Electrical Engineer
 - Fire Protection Engineer
 - Information Technology/Security System Designer
 - Landscape Architect
 - Mechanical Engineer
 - Multi-Media System Designer
 - Permanent Modular Construction Specialist
 - Plumbing Engineer
 - Structural Engineer
 - Sustainability Professional
 - Telecommunications System Designer

During the Pre-Construction/Design Phase, the DBC will cause the development and production of required design documents by the Architect/Engineer under contract to the DBC and will manage the design process. The DBC will also utilize their skills and knowledge of construction to manage the design process and provide pre-construction services (i.e., develop schedules, prepare construction cost models/estimates, conduct value engineering, conduct constructability reviews, bid trade packages and submit a GMP, etc.).

During the Construction Phase, the DBC will manage the A/E in its provision of services as well as provide construction services and manage the project (inclusive of the award and management of all trade contracts) throughout the construction phase.

(See Section 00400 for details in regard the DBC's scope of services.)

4. Upon selection of the Design/Build Contracting firm and approval by the Board of Public Works (BPW), the Contract will be executed for the pre-construction services of the Design/Build Contractor and the design services of the Design Team.

Subsequently, and upon submission and approval of the Guaranteed Maximum Price (GMP) for each set of bid package(s) by the University and the Board of Public Works, the contract shall be amended for the applicable construction work. Given the design/build method, it is expected that there will be a number of GMPs so that construction work can proceed for early trade packages as the design is being completed for the remaining trade work. The DBC shall include the time necessary for the University's review and approval of each GMP and time for the subsequent approval by the Board of Public Works (BPW). The BPW meeting schedule for 2020 will be provided by addendum (as it is not available until November) and the DBC's schedule will be required to include four (4) weeks prior to the identified BPW meeting date for a GMP to be submitted to the University System of Maryland for the particular BPW meeting date.

5. The Contract will govern all Pre-Construction/Design and Construction phases of this Project (Refer to Section 00400 of this document for further detail).
6. All work performed under this contract shall be in accordance with the Solicitation inclusive of the University of Maryland, Baltimore County "General Conditions of the Design Build Contract dated October 2019" as modified or supplemented by any amendments, supplementary conditions, the Contract Documents as listed herein, any addenda, and other components of the Contract.
7. The University anticipates having a contract in place with the successful Design/Build Contractor by the end of January/early February 2020, with project completion by July 31, 2021 with occupancy in August 2021.

B. SOLICITATION OVERVIEW AND SCHEDULE

1. *Solicitation Overview:* Procurement of the Design/Build Contractor will be a phased process as follows:

Phase 1: Technical Proposal Submittal and corresponding evaluation.

Phase 2: Interview Sessions with only those proposers who have been shortlisted based on the initial technical evaluation. Following the interviews, a Second Phase Technical evaluation is conducted

Phase 3: Price Proposal Submittal by only those Proposers who remain shortlisted following the Second Phase technical evaluation. (See Section 00300 for details.)

2. *Solicitation Schedule:*

ELEMENT	DATE/TIME/LOCATION
Issue Date	Wednesday, October 9, 2019
Preproposal Meeting and Site Visit	Thursday, October 17, 2019, at 3:30 – 5:00 p.m.
Pre-Proposal Meeting Location	UMBC Harbor Hall Multi-Purpose Room 1st Floor (Closest visitor parking is the Walker Avenue Garage and the Commons Garage)
Deadline for questions for Initial Technical Proposal	Friday, November 1, 2019 by 12:00 pm
Technical Proposal Due Date/Time	Wednesday, November 13, 2019, on or before 4:00 pm
Submit Technical Proposals via Box	Box Site is : Technic.hf21grlgvpcs3ged@u.box.com
Interview Sessions with Shortlisted Proposing Firms only	Thursday, December 12, 2019, and Friday, December 13, 2019
Price Proposal Due Date/Time	Friday, December 20, 2019 on or before 2:00 pm
Submit Price Proposal via Box	Box Site is Price_P.va1iyx89106bx38z@u.box.com

C. **DEFINITIONS:**

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

Addendum:	A change to this Request for Proposal that is issued by UMBC's Office of Procurement & Strategic Sourcing.
A/E Principal-in-charge:	Senior level person from the prime A/E firm (such as Vice President) who will oversee the project from an executive level and to whom the AE Project Manager report; this person will address any issues with the design consultants that require high level attention.
Allowances:	Specific funds set aside for a particular purpose and/or activity. If the allowance is established by the University, the University is required to replenish the allowance if the actual costs exceed the allowance amount. If the allowance is established by the Design/Build Contractor, the DBC is required to replenish the allowance if the actual costs exceed the allowance amount. Pre-approval is required of all expenditures from all allowances via the execution of an Allowance Use Request form, which the University has produced, with the exception of the General Conditions allowance. There is no mark-up of any type by the DBC on allowance expenditures; rather the expenditures are based on the actual costs and quoted hourly billing rates only. All unused portions of all allowances revert to the University.
Architect/Engineer (A/E):	Design Professional firm, registered in the State of Maryland, responsible for the design of the Project and engaged by the Design/Build Contractor for this project.
Agreement or Contract:	The contract between the University and the DBC.
BIM:	Building Information Modeling
Code of Maryland Regulations (COMAR):	Official compilation of all administrative regulations issued by agencies of the State of Maryland.
Consultants/Sub-consultants:	Consultants and sub-consultants contracted to either the DBC or A/E.
Construction Administration Professional:	Professional from the prime A/E firm who is directly responsible for the construction administration of the project during the construction phase. (*Note: It is the University's preference that the CA professional be involved during the design in a strong role such as A/E Project Manager or Project Architect.).

Construction Documents:	Written and graphic documents prepared or assembled by the A/E for communicating the design of the project and administering the contract for its construction.
Design/Build:	A project delivery method to deliver a project in which the design and construction services are contracted by an owner with a single entity known as the design-builder or design-build contractor. (For this project, the University will utilize the open book design/build delivery method with a contractor-led design/build team. (See definition below of Open Book Design/Build.)
DBC Proposer:	The Design/Build Contractor firm responding to this solicitation.
Design/Build Contractor (DBC):	The firm contracted by UMBC to be solely responsible for the design and construction of the project.
Design/Build Project Executive:	Person from the Design-Build Contractor who will provide executive oversight for the Design-Build Team (DBT) and address any issues that require high level attention such as resources.
Design/Build Team:	The DBC, prime A/E and all design and construction consultants and sub-consultants. (With the exception of the A/E, design and construction consultants may be contracted by the A/E or the DBC.)
Design-to-Dollar (DTD) Amount:	The dollar amount available for the construction of the Project which is \$13,900,000.
Electrical Design Engineer:	Licensed, professional electrical engineer who prepares and is responsible for the electrical design of the project.
Fire Marshal:	Refers to the University of Maryland, Baltimore County's Director of Environmental Safety & Health who has been delegated fire prevention and investigation authority by the Maryland State Fire Marshal.

Guaranteed Maximum Price (GMP):	The total amount submitted by the Design/Build Contractor and approved by the University to construct the Project based on the submitted GMPs. The cumulative GMP must be within the design-to-dollar (DTD) amount designated in the solicitation by the University to construct the project. The GMP amount will be a contractual obligation of the awarded firm. If the GMP is less than the DTD amount, the dollar difference remains with the University for its use as it deems appropriate. The GMP is to include, but not be limited to, the following: (1) Direct construction costs (Trade Contracts) with a bid summary sheet for each trade package; (2) DBC assumptions, clarifications and exclusions; (3) DBC construction costs for construction phase fee, general conditions (on-site staff and non-personnel items), and GMP contingency; (4) allowances (DBC, University and trade); (5) Project Schedule; (6) List of the Construction Documents, as applicable; and (7) Alternates, if any, with pricing valid based on identified date on which decision needed
Information Technology System Designer:	Person responsible for the design of the information technology system/elements and the security system/elements of the project.
Landscape Architect:	Licensed professional landscape architect who directly prepares and is responsible for the landscape design of the project.
Mechanical Design Engineer:	Licensed, professional mechanical engineer who prepares and is responsible for the mechanical design of the project.
Minority Business Enterprise (MBE):	MBE regulatory language reproduced in this solicitation may refer to the Proposer by a variety of terms including offeror, bidder, contractor, vendor, and subcontractor. These terms shall be interpreted to have their ordinary meaning in accordance with the intent and context of the applicable statements.
Multi-media Consultant:	Professional(s) who is directly responsible for all multi-media and information technology design aspects of the project.

Open Book Design Build:

The design-build project delivery method in which the University may attend any and all meetings, have access to any and all DBC records (whether DBC records or the records of those under contract to the DBC) on the project and whereby any and all cost savings revert to the University. The University will pay the DBC for (i) its fixed fees inclusive of all-inclusive A/E fees for both pre-construction/design and construction services, (ii) approved, applicable reimbursable costs under the General Condition allowance (on site personnel and non-personnel items) for actual expenditures only without any DBC mark-up of any type, and (iii) construction trade work inclusive of approved change orders *without* any DBC mark-up of any type. (Also referred to as Design/Build with Guaranteed Maximum Price or GMP).

Owner:

University of Maryland, Baltimore County (UMBC).

Permanent Modular Building (PMB):

Prefabricated buildings that consist of repeated sections called modules; it consists of factory-made components or units that are transported and assembled on-site to form the complete building.

A prefabricated building, informally a prefab, is a building that is manufactured and constructed using prefabrication. Prefabrication is the practice of assembling components of a structure in a factory or other manufacturing site and transporting complete assemblies or sub-assemblies to the construction site where the structure is to be located. The term is used to distinguish this process from the more conventional construction practice of transporting the basic materials to the construction site where all assembly is carried out.

"Modular" is a construction method that involves constructing sections away from the building site, then delivering them to the intended site. Installation of the prefabricated sections is completed on site, sometimes placed using a crane. The modules can be placed side-by-side, end-to-end, or stacked, allowing a variety of configurations and styles. After placement the modules are joined together using inter-module connections, also known as inter-connections. The inter-connections tie the individual modules together to form the overall building structure. Modular buildings are built to equal or higher standards as the traditional construction practice. This building method is referred to as permanent modular construction.

Permanent Modular Building Specialist:	Professional with the DBC, the A/E firm, or a third party with experience in the design and manufacture of a permanent modular building.
Project:	The Health Services and Counseling Building at UMBC as described in the Program.
Project Architect (Project Designer):	Professional, licensed architect with the prime A/E firm who is responsible for leading the design of the project. This person may also be serving as the Principal-in-Charge.
Program:	Document delineating the nature of the building and its requirements, including number and type of spaces, and other specific requirements for the building and its site.
Project Management (PM) Software:	Project management software adopted by UMBC's Facilities Management Department to be used by all Project Team members participating on this project. The current UMBC PM software is E-builder.
Project Team:	UMBC, University of Maryland, Baltimore, the A/E, all design and construction consultants, and others as may be included by UMBC.
Proposer:	The firm responding to this solicitation.
Solicitation:	The procurement document issued by the University to procure the Design/Build Contractor inclusive of all documents provided and listed therein and all addenda.
Structural Engineer:	Licensed, professional structural engineer who prepares the structural design of the project in coordination with the Modular Building Manufacturer.
Sustainability Professional:	LEED Accredited Professional responsible for leading all aspects of sustainability who may also have other similar accreditations such as Green Globes Professional.
Telecommunication System Designer:	Person responsible for the design of the telecommunications systems/elements of the project.
University:	University of Maryland, Baltimore County (UMBC)

Note: The definitions of other key members of the Design/Build Team are provided in Section 00300.

D. **INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS:**

For detailed information on preparation and submittal of proposals see Section 00300 "Proposals, Evaluation, Forms".

E. **ISSUING OFFICE:**

1. The Issuing Office is:

University of Maryland, Baltimore County
Office of Procurement
1000 Hilltop Circle, Administration Building, 7th Floor
Baltimore, Maryland 21250

Attn: Terry Cook, AVP for Administrative Services
(410) 455-2939; Fax: (410) 455-1050

or

Elizabeth Moss, Executive Director of Procurement & Strategic Sourcing
(410) 455-2540; Fax: (410) 455-1009

2. The Issuing Office shall be the **sole** point of contact with the University for all aspects of the procurement process through until contract execution.
3. All questions on this procurement are to be directed to the Issuing Office.

F. **PRE-PROPOSAL CONFERENCE:**

1. A *Pre-Proposal Conference* inclusive of site tour will be held on date and time indicated in the Solicitation Schedule. [See <http://www.umbc.edu/aboutumbc/campusmap>. The closest visitor parking is available in the Walker Avenue Garage or the Commons Garage.]
2. A walk-through of the Project site will be conducted immediately following the Pre-Proposal Meeting.
3. Attendance is not mandatory, but is strongly recommended as clarifications may be provided.

G. **DUE DATE AND TIME:**

1. 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 due date/time indicated in the Solicitation Schedule. File names for the documents are to include the RFP number (BC-21167-C) and the Proposer's name. Two (2) sets of the technical proposal are to be submitted as follows:
 - One set in Microsoft Word format (for the documents in the proposal that were created in the word processing format; and.
 - One set in PDF format.
2. *Price Proposals* will only be requested from those proposers who remain shortlisted following the second phase technical evaluation (see Section 00300 for further details). Price Proposals shall be submitted via email to the Box address provided in the Solicitation Schedule with the email time log no later than the due date/time indicated in the Solicitation Schedule. File names for the documents are to include the RFP number (BC-21167-C) and the Proposer's name.
3. Proposers shall allow sufficient time in submitting proposals 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 a verification should immediately contact the Issuing Office to confirm that their proposal has been received. Proposals or unsolicited amendment to proposals arriving after the due date and time will not be considered.
4. LATE PROPOSALS CANNOT BE ACCEPTED. Any proposals, requests for modifications, or request for withdrawal that are 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 date and time is the sole responsibility of the proposer.

H. **MODIFICATIONS AND WITHDRAWAL OF PROPOSALS:**

1. Withdrawal of, or modifications to, proposals are effective only if written notice thereof is filed to the Issuing Office prior to the date and 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.
2. No withdrawal or modifications will be accepted after the date and time proposals are due.

I. **QUESTIONS AND INQUIRIES:**

1. Questions and inquiries shall be directed to the individuals referenced with the Issuing Office above. The Issuing Office will be open from 8:00 a.m. to 5:00 p.m., weekdays.
2. Inquiries may be submitted in writing, faxed or emailed to the Procurement Officer up to the date and time specified in the Solicitation Schedule.
3. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda per Section O below.

J. **TERMINOLOGY:**

1. All references in this Solicitation to the Design/Build Contractor, Proposer, Architect, and other person or persons are made relative to the singular person, male gender (e.g. "he", "him", "his", etc.) These are intended only as generic terms relative to number and gender, and are employed solely to simplify text and to conform to commonly used construction specifications language. COMAR refers to the Code of Maryland Regulations.
2. The terms "proposer", "bidder" and "offeror" are used interchangeably and are defined to be the firm who is submitting proposals to the University under this Solicitation.
3. See Section 00100, C. and Section 00300 for other definitions applicable to this Solicitation.

K. **SITE INVESTIGATION:**

By submitting a proposal, the Proposer acknowledges that he has investigated and satisfied himself 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 acquaint himself with the available information will not relieve him 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.

L. **COMPETITIVE NEGOTIATION:**

1. The University reserves the right to make an award with or without negotiations. Only those proposers who are determined "to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process." Should the University determine in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The Procurement Officer will advise all proposers of the University's determination and negotiations shall be conducted with the proposer(s) selected.
2. Minor irregularities in proposals, which are immaterial or inconsequential in nature may be waived wherever it is determined to be in the best interest of the University.

M. **PROPOSAL SECURITY**: With submission of the Price Proposal in accordance with this Solicitation all proposers are required to comply with the following proposal security:

1. If a Proposer is requested to submit a Price Proposal and the total Price Proposal is \$100,000.00 or more, each Proposer shall furnish with its price proposal a "bid bond" issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the price proposal (i.e. sum of the DBC's fees, A/E's fees, and DBC's Reimbursable items for general conditions and DBC contingency) and shall be in the form specified (see K. 2. below).
2. Acceptable security shall be limited to: a) a bond in a form satisfactory to the State (per Attachment A) underwritten by a surety company authorized to do business in the state; b) a bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account; c) pledges of securities backed by full faith and credit of the United States government or bonds issued by the State of Maryland; d) Irrevocable letters of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer; and e) the grant of a mortgage or deed of trust on real property located in the State when it is satisfactory to the procurement officer, the face amount of the instrument does not exceed 75% of the contractor's equity interest in the property, and the assignment of the mortgage or deed of trust is recorded in the county land records pursuant to Real Property Article, 30193, Annotated Code of Maryland.
3. Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to \$750,000. MSBDFA may also guaranty up to 90% of a surety's losses as a result of a contractor's breach of contract.

MSBDFA's exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the contract. To be eligible for bonding assistance, as business must first be denied bonding by at least one surety in both standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base.

Applicants are required to work through their respective bonding agents in apply for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
826 East Baltimore Street
Baltimore, Maryland 21202
Phone: (410)333-4270
Fax: (410)333-6931

4. Should the Proposer to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the proposer to whom the award subsequently is made shall be paid to the University as liquidated damages.
5. The Proposer to whom a contract in excess of \$100,000.00 is awarded also must furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the total Guaranteed Maximum Price (GMP), including executed Change Orders, in the form specified (see samples in Attachment B). These must be provided at the time of the signing of the contract and prior to the start of any work. During the course of the construction, the Proposer shall provide the University with Bond Rider(s) to increase the amount of the Performance and Payment Bond based on executed contract amendments.
6. Evaluation of a Request for Proposal takes a considerable length of time. No information regarding the evaluation is anticipated to be released prior to the award. The award date is the date of approval by the Board of Public Works.
7. Bid Bonds remain in effect a minimum of one hundred twenty (120) days from the due date of the Price Proposals as all Price Proposals shall remain firm for one hundred twenty calendar days (refer to Section 00100, O. below).

N. **RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES:**

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

O. **IRREVOCABILITY OF PROPOSALS:**

The Design/Build Contractor's price proposal for this project shall be irrevocable for one hundred twenty (120) calendar days from the proposal due date. This period may be extended by written mutual agreement between the Proposer and the University.

P. **LICENSES AND QUALIFICATIONS:**

1. Proposers must be licensed as required by the Construction Firm Law of Maryland (Article 56, Section 180, Annotated Code of Maryland) and shall submit proof of current licensing with their proposal.
2. The University reserves the right to require that the Design/Build Contractor 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. (See Section 00300 of this Solicitation for further information/details.)

Q. **CLARIFICATIONS AND ADDENDA:**

1. Should a Proposer find discrepancies in the Solicitation documents, or should he be in doubt as to the meaning or intent of any part thereof, he must, not later than seven (7) days (Saturdays and Sundays excluded), prior to the proposal due date, 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 Solicitation documents by the University. Requests shall include the RFP number and name.
3. 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 UMBC eBid Board** (<http://www.umbc.edu/adminaffairs/procurement/EBidB.shtml>) no later than five days prior to the proposal due date. The Proposer shall acknowledge the receipt of all addenda in the space provided on the Proposal Form.
3. Any addendum to the Solicitation must be acknowledged by persons and entities known to have been issued, or otherwise to have received the Solicitation. Addendum Acknowledgement forms (found in Attachment A) are to be completed and signed with Technical Proposal. In addition, space is provided on the Price Proposal form to indicate these.

R. **CANCELLATION OF THE SOLICITATION:**

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

S. **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 Solicitation; to waive minor irregularities; or to negotiate with all responsible Proposers, in any manner necessary, to serve the best interest of the University of Maryland. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

T. **INTERVIEW SESSIONS:**

1. Proposers who submit proposals and achieve the required, minimum or better technical score will be required to participate in Interview Sessions with University representatives in order to clarify their proposals, meet the Proposer's key personnel, etc. (see Section 00300 for further details).
2. The University also reserves the right to visit Proposer's place of business during the evaluation process.

U. **ECONOMY OF PREPARATION:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's offer to meet the requirements of the Solicitation.

V. **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 Access to Public Records Act, State Government Article, Title 10, Subtitle 6 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 your entire proposal with a proprietary statement).

W. **MINORITY BUSINESS ENTERPRISE NOTICE:**

1. Minority businesses are encouraged to respond to this Solicitation.
2. The minority business participation level for this Solicitation is set at **not less than 5% of the total contract value inclusive of all fees.** There are no MBE subgoals on this procurement.
3. Completed MBE Attachment C-1A, Parts 2 and 3 are to be included in the Technical Proposal for the MBE participation associated with the design of the project.

Note: *The MBE Attachment C-1A, Parts 2 and 3 are to be included in the Proposer's Technical Proposal; it is understood that the only MBE participation to be identified at this time is relative to the MBE firms on the design team and any other consultants the DBC may have during the design phase (Schematic Design through Bidding phases).*

Completed MBE Attachment C-1A, Parts 2 and 3 are to be included with each GMP submittal(s). (See Attachment A for additional information.)

By submitting a response to this Solicitation, the proposer agrees that such a percentage of the total contract award will be performed by minority business enterprises. MBE firms must be certified by the Maryland Department of Transportation and cannot be graduated from the applicable SIC Code.

X. **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 \$100,000, or more, during a calendar year shall, within 30 days of the time when the \$100,000 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.

Y. **ARREARAGES:**

By submitting a response to this Solicitation, a vendor 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.

Z. **BID/PROPOSAL AFFIDAVIT:**

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

AA. **MULTIPLE/ALTERNATIVE PROPOSALS:**

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

BB. **JOINT VENTURE PROPOSERS:**

If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the technical proposal submission under the category of Profile of Proposer - General (see Section 00300 for details), the proposer must identify the responsibilities of each joint venture party with respect to the scope of services/work (per Section 00400) inclusive of the requirements for each entity based on such services as described in this Solicitation.

NOTE: If the selected Design/Build Contractor is a joint venture firm, all joint venture parties will be held responsible for the contract obligations separately and severally.

CC. **ADDENDUM**

Any addendum/amendments to this Solicitation must be acknowledged by persons and entities known to have been issued, or otherwise to have received the Solicitation. An Acknowledgement of Receipt of Addendum form is to be completed, signed and included by Proposers in their Technical Proposal. Space is provided on the Price Proposal form to acknowledge all addendum.

DD. **INCURRED EXPENSES:**

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

EE. **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 offeror's proposal only and shall not include a discussion of a competing offeror'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.

FF. **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 bidder/offeror has any questions concerning application of the State Ethics Law to the bidder/offeror's participation in this procurement, it is incumbent upon the bidder/offeror to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, MD 21401, 410 260-7770.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/offeror 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.

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

Contractor may not for any period during the Contract term, seek to reduce the amount of Contractor's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other intangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that Contractor does not claim a deduction against Maryland income tax for such payments, and the affiliated company receiving the royalty or similar payment files Maryland income tax returns and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

HH. **PAYMENTS TO CONTRACTORS BY ELECTRONIC FUNDS TRANSFER (EFT)**

By submitting a response to this Solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder/Offeror shall register using the attached 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. That web address is:

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

II. **COMMERCIAL NONDISCRIMINATION CLAUSE**

1. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the Solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any thirdparty.
2. The Contractor shall include the provision in Paragraph II.1. of this regulation in all subcontracts to the State contract.

3. The following provision is mandatory for all State contracts: As a condition of entering into this Agreement, upon the request of the Maryland Commission on Human Relations, and only after the filing of a complaint against Contractor under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

END OF SECTION 00100

SECTION 00200

II. INFORMATION AVAILABLE TO PROPOSERS

II. INFORMATION AVAILABLE TO PROPOSERS

A. **CONTRACT DOCUMENTS:** This Solicitation - RFP #BC-21167-C dated 10/09/09 consists of the documents noted below.

1. The following sections are contained **within the Solicitation document** with other documents packaged separately as noted:

00100 Instructions to Proposer

00200 Information Available to Proposers

00300 Proposals, Evaluation and Forms (Articles 1 through 4)

00400 Scope of Work (Articles 1 through 3)

00500 Not used

00600 Not used

00700 UMBC General Conditions for Design Build dated October 2019 (available at <https://umbc.box.com/s/w6dx1vlyvbij8amjbv044z9csit4p8i5>)

00701 General Conditions Guidelines and List dated October 2019

00830 Prevailing Wage Rates (to be issued by addendum);

Attachment A: UMBC Forms Required with the Technical Proposal Submittal

Attachment B: Price Proposal Form (to be provided via addendum)

Attachment C: Maryland Board of Public Works Schedule for 2020 (to be provided by addendum)

Attachment D: UMBC Forms Required to be signed/ provided by the Selected DBC Firm at time of contract award; that is, the (i) Contract, (ii) Contract Affidavit, (ii) Performance & Payment Bonds, and (iv) MBE Forms (which are available on the Box site at <https://umbc.box.com/s/w6dx1vlyvbij8amjbv044z9csit4p8i5>).

2. Below is the list of other documents that are part of the Contract Documents for this Solicitation but are provided via internet link or Box site as indicated.

- UMBC 2018 Facilities Master Plan at <https://fm.umbc.edu/long-range-planning/>
- UMB Procedure Manual Professional Architectural/Engineering Services for Design/Build Contracts, UMB Construction & Service Center Projects, 2019 Edition, published 3/22/19 https://afcf.umaryland.edu/DesignConstructionDocuments_public/uploads/PM%20DB%202019%20Edition1.pdf
- The following documents are available at Box site at <https://umbc.box.com/s/w6dx1vlyvbij8amjv044z9csit4p8i5>
 - Design Criteria Documents:
 - o 2018 Facilities Criteria
 - o Campus Stormwater Institutional Master Plan
 - o DIG SAFE-2011 October
 - o FINAL Open Space Planning and Design Guidelines Report
 - o High Performance Green Building Program – October 2017
 - o UMBC Design Standards and Facilities Criteria 2018 03 09
 - o UMBC Communications & Security Construction Standards
 - o UMBC Rooftop Fall Protection Draft Report 2016 10 28
 - Design Services:
 - o UMBC CAD: (1) Title Block-Consultants and (2) CAD Standards- Design Firms
 - o UMBC Supplement dated 7October 2019 to University of Maryland, Baltimore Procedure Manual for Professional Architectural/Engineering Services for Design/Build Contracts, UMB Construction & Service Center Projects, 2019 Edition, March 22, 2019 Publication Date
 - Guideline Specifications:
 - o DIV 01 General Specifications – Sample Specifications
 - o Exterior Site Standard to include benches, bike racks, café tables and chairs, concrete pavers, lighting, signs, trash can-recycling, picnic tables and handrail.
 - o UMBC Fit-Out Specifications
 - Process Management/Sample Forms
 - Health Sciences & Counseling Building Program Document dated October 2019
 - UMBC General Conditions for Design/Build Projects dated October 2019

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

All of these materials will be included in the Contract with the University which is awarded as a result of this Solicitation. By submitting its proposals, the Proposer agrees that if awarded the Contract that it, as Design/Build Contractor, will be bound under the Contract to all the terms and conditions thereof.

- B. SET OF DOCUMENTS AVAILABLE TO PROPOSERS: The Solicitation, Attachments A through D are available on the UMBC eBid Board at <http://www.umbc.edu/adminaffairs/procurement/EBidB.shtml> with the exception of the MBE forms for the awarded firm that are provided via the Box link.

Please note: This project will be a prevailing wage rate job. As noted above, the prevailing wage rates and price proposal form will be provided **via Addendum**. The DBC will be required to advertise the project for bidding of the trade packages and provide a copy of said advertisement(s) to the University including advertising with the Maryland Office of Small, Minority & Women Business Affairs.

C. PRE-PROPOSAL CONFERENCE

1. A Pre-Proposal Conference and tour of the site will be conducted for all interested parties early in the proposal phase of the project as indicated in Section 00100 Instructions to Proposers for this Solicitation.
2. Subsequent inspection of the site may be arranged by contacting the Issuing Office identified in Section 00100 Instructions to Proposers. Attention is directed to the following provisions in Section 00100:

- G. Questions and Inquiries
- I. Site Investigation
- O. Clarifications and Addenda

D. AVAILABLE RECORD DOCUMENTS:

1. As part of this procurement, the UMBC Facilities Management Office is making the documents noted below available to all Proposers via the University's e-bid board. The University, however, can offer **no** assurances that such drawings, property description, or other data are accurate, current or complete. The UMBC documents listed below have been prepared, in whole or part, based upon information furnished by others. UMBC assumes no responsibility for the accuracy of these documents, or for any errors or omissions that may have been incorporated into them as a result of incorrect information provided to UMBC or other causes. Those relying on these documents are advised to obtain independent verification. These documents are made available to proposers under these conditions as described herein. **Should a Proposer access these documents on UMBC's e-bid board, which are provided separately from the Solicitation, the Proposer agrees to the terms of the disclaimer stated above.**
2. The Proposers shall assume the responsibility for cost of printing and/or reproduction of these documents

END OF SECTION 00200

SECTION 00300
III. PROPOSALS, EVALUATION AND FORMS

INTRODUCTION/OVERVIEW
ARTICLE 1

- A. **INTRODUCTORY SUMMARY OF PROPOSAL SUBMITTALS**: Responses to Solicitation - RFP #BC-21167-C are to consist of the following:
1. **Technical Proposal Submittal** (see Article 2 of this Section 00300 for detailed information and the Solicitation Schedule): All Proposers will be required to first submit only a Technical Proposal **without a Price Proposal**.
 2. **Interview Sessions** (see Article 3 of this Section 00300 for detailed information): Only those Proposers whose technical proposals achieve the required minimum, or better, technical score will be requested to participate in an interview sessions at the University.

The purpose of the presentations are (i) to allow the University's and Proposer's key personnel to meet, (ii) to discuss aspects of designated areas of its Technical Proposal and the DBT's project specific background and/or unique and special qualifications for this project, (iii) to provide an opportunity to clarify the D/B scope of services for this Project and (iv) review the Price Proposal form.

Each Proposer will be requested to have the following six (6) key personnel attend: **DBC Project Executive, DBC Project Manager, DBC Field Superintendent, A/E Project Manager, A/E Project Architect - Technical, Civil Engineer and Permanent Modular Building Specialist**. Proposers are requested to set aside the entire day of 12/12/19 and 12/13/19 on the calendars of these people now so as to avoid any conflict as the University does not expect these dates to change.

3. **Price Proposal Submittal** (see Article 3 of this Section 00300 for detailed information and Solicitation Schedule): Upon completion of the interview sessions, those Proposers who remain shortlisted after the Second Phase Technical evaluation will be requested to submit a Price Proposal.
- B. **TRANSMITTAL LETTER**

A transmittal letter prepared on the Proposer's business stationery must accompany the Technical Proposal Submittal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief, but shall list all items contained within the Technical Proposal. The letter must be signed by an individual who is authorized to bind their firm to all statements, including services and financials, contained in the Proposal.

C. **SIGNING OF FORMS**

The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

- D. **FORMS PACKAGE:** Forms for each of the items required in the Technical Proposal (except items 1, and 2 and the transmittal letter) are furnished with the Solicitation. The forms required for the Technical Proposal are listed in Attachment A of the Solicitation.

The Price Proposal form is also provided under Attachment B; however, the price proposal will only be requested from those firms who remain shortlisted after the second phase technical evaluation.

Note: The Loose Forms are available to proposers in MS Word format on the Box site at <https://umbc.box.com/s/w6dx1vlyvbij8amjbv044z9csit4p8i5>

END OF SECTION 00300, ARTICLE 1

**SECTION 00300
PROPOSALS, EVALUATION, AND FORMS**

**ARTICLE 2
TECHNICAL PROPOSAL SUBMITTAL**

A. TECHNICAL PROPOSAL SUBMITTAL:

The Technical Proposal must be submitted in a sealed envelope. The envelope shall have the Proposer's name, the project name and project number prominently displayed, together with the words, "TECHNICAL PROPOSAL".

Technical Proposals shall be delivered as indicated on the Solicitation Schedule.

The following items must be included in this Technical Proposal Submittal. (Forms for 3, 4, and 5 are included in the Solicitation). Proposer should provide Items 1 and 2 although there are also some forms included in the Solicitation to be used for some of the items under 3.)

1. Transmittal Letter (See SECTION 00300, ARTICLE 1, Item B)
2. Detailed responses to Section 00300, Article 2, Item C, Technical Proposal Criteria, Items 1 through 5 (noted in "C" below).
3. Bid/Proposal Affidavit
4. Minority Participation Attachments C1A – **Parts 2 and 3 ONLY**
5. Acknowledgment of Receipt of Addenda (as applicable)

Forms for each of the items required in the Technical Proposal (except items 1 and 3) are available in Attachment A of the Solicitation on the UMBC eBid Board at <http://www.umbc.edu/adminaffairs/procurement/EBidB.shtml>.

- B. Project Design-to-Dollar (DTD) Amount for Construction and Schedule:** In order to be considered responsive, all firms must either agree with or take exception (i) to the Design-to-Dollar amount for construction of \$13,900,000 which includes the DBC's construction costs (e.g. fee, general conditions for both on site staff and non-personnel items per Section 701 and DBC contingency) and (ii) to the time frame for design and construction of eighteen (18) months with an anticipated start date of 2/1/20 and an anticipated substantial completion date of 7/31/21.

The University considers the project to be feasible at the DTD amount and time frames for design and construction and may disallow any change to them. Firms wishing to argue for a higher Project DTD amount and/or an adjusted time frame must do so convincingly, and provide sufficient evidence to support their argument and include such documentation in the technical proposal envelope. If a proposer does not provide this in its technical proposal, it is understood that the Proposer accepts the DTD amount and time frame for this Project. The University will make the final determination. In the event the DTD amount and/or time frame are adjusted, all firms will be notified. In the event the DTD amount and time frame are not adjusted, all firms arguing for a higher DTD amount and/or adjusted time frame will be asked to indicate whether they wish to withdraw. Firms will neither be rewarded nor penalized in any way for initially arguing with or accepting the DTD amount and time frame noted in this Solicitation.

C. **TECHNICAL PROPOSAL CRITERIA:**

Per Item A. above, the following information must be furnished in the Technical Proposal portion of the Solicitation. Failure to include any of the items listed below may disqualify your firm's response. Technical criteria are listed in order of importance. Proposers should describe in detail and provide evidence supporting the qualifications requested below. All proposers are to compile their Technical Proposals in the order listed.

1. **GENERAL TEAM ORGANIZATION/STAFFING OF PROJECT:**

- 1.1. *Organization Chart:* Provide a chart of the *complete Design/Build Team Organizational structure* with firm names and include the names of the key personnel, as available. (See list of design firms in Section 00100, A. 3.)
- 1.2. *Design Build Team Organization:* Complete the 'Design Build Team Organization' form to provide the names of the firms on the DBT, the services to be provided by each and the basis for selection of each firm by the DBC.
- 1.3. *Design Build Team Working Relationships of Firms:* Complete the 'DBT Working Relationship of Firms' forms; provide complete description of the Design-Build Team (DBT) inclusive of (i) all members of the DBT including all design and specialty consultants; (ii) basis for selection; (iii) previous or current working relationships among the firms; and, (iv) services to be provided by each member.
- 1.4. *Key Personnel:* Note: These key personnel must be **direct** employees of the applicable firm (Design/Build Contractor or the applicable design or consulting firm.)

Within this category, the named positions are defined as follows and it is these people who the University expects to deal with directly on the design and construction of this project, and who the University will see at design and construction meetings:

Design/Build Contractor Project Manager: Person from Design-Build Contractor who will be involved on a continual basis 100% of the time from commencement of the design until construction completion; this person will be located on site once construction commences. This person will be responsible for the overall management of the DBT and the completion of the project. (Note: Some Proposers may elect to have separate Project Managers for Design and Construction. This is acceptable, however, the University prefers only one Project Manager so higher consideration will be given to proposers who do *not* have separate design and construction project managers.)

Design/Build Contractor Field Superintendent: Person from the Design/Build Contractor who will be on site 100% once construction commences and will be responsible for the direct supervision of the trade contractors, daily coordination of the work on-site to maintain the schedule, on-site management such as material deliveries, outages, etc.

A/E Project Manager*: Professional, licensed architect from the prime A/E firm who is responsible for the management of the design professionals (i.e. Project Architects, Mechanical Engineer, Electrical Engineer, etc.) and will be involved on a continual basis from commencement of the design through the completion of the bidding phase. (See note below*)

Civil Engineer: Licensed, professional civil engineer who prepares the civil design of the project.

Project Architect- Technical*: Professional, licensed architect with the prime A/E firm who is responsible for leading the technical documentation of the project.

Permanent Modular Construction Specialist: Person on the team who possesses the expertise and experience with this permanent modular construction methodology. This person may be in another role on the project in addition to this or may be a person for whom this is the only role on the project as an employee of either the DBC or Prime A/E or may be a person from a separate firm.

***Note: The University prefers that one of these roles also serves as the AE's Contract Administrator during construction. If the is not the case, the Proposer is to so note this within the Key Personnel Section of its proposal and who will serve in this capacity with the associated reasons.**

1.2.1 **DBC Team Key Personnel:** **Note: The Key Personnel Form was developed for use on this D/B procurement to ensure that all requested information is provided. Proposers are not required, however, to utilize this form; should a Proposer elect not to use this form, it is the Proposer's responsibility to provide all requested information within their Technical Proposal.

A. Provide the names of the **(1) DBC Project Manager (100% on the project and on site once construction commences), (2) DBC Field Superintendent (100% on site supervisor), (3) A/E Project Manager, (4) A/E Project Architect - Technical, (5) Civil Engineer and (6) Permanent Modular Construction Specialist only** to be assigned to this project, if awarded, and complete a Key Personnel Form on **each** inclusive of the following:

- **Educational background;**
- **Work experience with the proposing firm** inclusive of duration (by dates) of employment and position(s) held;
- **Work experience with all other prior employers**, durations (by dates) of employment and position(s) held.
- **Specific project experience similar to the UMBC Health Services and Counseling Building Project** (preferably the projects listed in #2 below) and the role this person played as well as duration of involvement in each selected project with higher consideration to be given if the role is the same as to be assigned on the University project. A **minimum of three (3) projects** is to be listed for each person. A brief description of the project should be given (if not provided elsewhere in the technical proposal) inclusive of the type of work performed (i.e., new construction, addition, renovation, permanent modular construction building, etc.), type of facility (i.e. housing, academic building, medical office building, etc.), dollar volume of project, project

delivery method (CMAR, GC, DB-open book, DB-closed book, etc.), schedule of the job, A/E firm and Contractor; and, dates of involvement by the person on the project.

- Specify **percentage of time to be committed and estimated number of hours** for design and/or construction to this project during both the pre-construction and the construction phases. (Note: If 50% time commitment is noted, this is understood to mean 20 hours per week for the duration of the phase or phases noted.)
- **Specify other projects/current workload** to which this person will be assigned during the schedule of UMBC's project with the percent time commitment and duration of assignment by dates.

Higher consideration will be given on the key personnel based on the extent to which the following is in evidence:

- Project Manager, Field Superintendent, A/E Project Manager, and A/E Project Architect - Technical have experience with permanent modular construction methods in addition to the Permanent Modular Construction Specialist.
- Key personnel having experience in similar facilities and/or similar site conditions and/or project attributes (e.g. higher education setting, design/build experience, particularly if open book design build, etc.).
- The extent to which the Key People have worked together on other successful projects.

B. Key Personnel References: Provide three (3) project* references on **each** of the five (5) proposed key people (DBC Project Manager, DBC Field Superintendent, A/E Project Manager, A/E Project Architect - Technical, and Permanent Modular Construction Specialist, inclusive of contact person, phone number and name of applicable project.

*Project reference is defined to be contact person from the owner to provide a reference on a person associated with a particular project on which the person worked.

Such references are to be from different projects; that is, only one reference per project is allowed. The University prefers that only one (1) reference for each person be from within the University of Maryland, Baltimore County as UMBC is interested in speaking directly with other owners. In addition, the University reserves the right to check other sources available. Such references will be held in strictest confidence by the University.

Please ensure that the information is accurate and that the reference named can speak to the **individual's performance in the role to be assigned on this project.**

Note – References: Key Personnel references are to be provided within the written Technical Proposal. However, references will be checked as part of the Second Phase Technical Evaluation; that is, reference checking will be conducted only for those firms who are shortlisted following the initial technical evaluation. These references will be incorporated into the second phase technical evaluation scoring only (refer to section 00300, Article 4, for further information).

Personnel Commitment: By submitting the names for consideration under this Key Personnel Section, the Proposer and applicable A/E firm(s) are committing these people to UMBC for this project's duration if awarded the project. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by UMBC's Procurement Office.

- C. **PRIOR WORKING RELATIONSHIPS AMONG THE KEY PERSONNEL:** Complete the "Working Relationships Matrix" found in Attachment A.

2. **PROJECT SPECIFIC INFORMATION:**

- 2.1 *Assessment:* Provide an assessment of the scope and budget for this project based on the collective expertise and experience of the proposer's design/build team with this type of building, the design/build method and current market conditions. (Limit 2 typed pages with a font size no smaller than 12).
- 2.2 *DBC Matrix of Anticipated Total Hours:* Complete the enclosed "Anticipated Total Hours Forms" for DBC on-site staff during the construction phase of the project. Please note that this completed form will be required in the price proposal with the hours, hourly rate for each position and the extension thereof.
- 2.3 *Project Specific Background and/or Special/Unique Qualifications:* Provide information on project specific background and/or special/unique qualifications that your DBT brings to this project. This category can include information about the team firm members and/or the team personnel (*excluding* such information that has already been provided under other categories such as Key Personnel or Firm Experience.) (Limited to two (2) typewritten pages with a font size no smaller than 12.)

3. **FIRM RELEVANT EXPERIENCE/REFERENCES:**

- 3.1 **Firm Experience:** *Note: All Proposers are required to use the DBC and A/E Experience Form format; however, Proposers may elect to reproduce it.
- 3.1.1 **Design/Build Contractor:** Each Proposer is to submit information on a total of three (3) similar or relevant projects. For each project, the Proposer is to complete the DBC Experience Form* provided in this Solicitation (see Attachment A). **Note:** If the Proposer is a **joint venture firm**, the following applies: Of the three (3) projects submitted, a **minimum** of one (1) project **MUST** be from the majority joint venture party; this project, **MUST** be done using the open book Design/Build contract method as defined below.

One of these three (3) projects must have been done using the Design-Build open book method.

All proposers are to base their responses on their three (3) most recently completed projects that reflect the size, type, and D/B services required under this Solicitation in accordance with required criteria.

Note: Higher education is defined as a 4-year or more degree granting institution (e.g. Bachelor's, Master's, PhD, JD, etc.)

3.1.2 **A/E Firm Experience:** Note: The A/E Firm(s) projects may be the same as those of the DBC if the A/E and/or Landscape Architect Design Firm provided the design services. However, the “A/E Experience Form*” is still to be completed for each firm. A/E Team is to submit project information as requested below. For each project, the A/E team member is to complete the A/E Experience Form provided in this Solicitation (see Attachment A).

*Note: All A/Es are **required to use the A/E Experience Form format**; however, Proposers may elect to reproduce the form.

- A. **Prime A/E Firm Experience:** Must submit **three (3) projects** of which one of the projects must have been completed using the design/build method (with higher consideration if it is the open book design/build). Furthermore, higher consideration will be given to projects submitted employment permanent modular building construction methods.
- B. **Civil Engineering Firm:** Must submit **two (2) projects** which demonstrate similar civil work. Both projects must be in the State of Maryland and require direct coordination with the Maryland Department of the Environment.
- B. **Permanent Modular Construction Specialist Firm:** Must submit **two (2) projects** for this consulting firm unless this specialty is a key person within either the prime A/E or DBC firm.

Note: The projects submitted under the 3.1 Firm Experience category are to be similar in size [i.e., construction cost and square footage], function [facility type/use], use of an open book delivery method, etc. to the University’s project. Higher consideration is given based on the factors below based on the extent to which these factors are applicable to the projects submitted.

- Design/build with highest consideration if open book design/build;
- Employ permanent modular building construction methods;
- Higher education setting; and,
- Constructed in the last 10 years (with higher consideration based on the extent that the project was completed more recently).

3.2 Firm References:

3.2.1 **Design/Build Contractor References:**

- (a) Provide three (3) project references* per the projects submitted under the firm experience category above (#2.1.1) Provide contact name, address, and telephone number for each reference. Such references are to be from different projects; that is, only one reference per project is allowed. The University prefers that only one reference be from UMBC as the University is interested in speaking to other owners.
- (b) The University reserves the right to verify all information given if it so chooses, as well as to check any other sources available.
- (c) 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.

- (d) As well, please provide **two additional project references**, including name of company, contact name, and phone number. These will be used only in the event the University is unable to contact one or more of the three (3) projects given above. Please include with these references, a list of applicable projects with a brief description of each.

3.2.2 A/E Firm References:

- (a) Provide project references* on the design team based on the projects submitted under the firm experience category (#2.1.2); that is, three (3) references on **prime A/E**, two (2) references on the Civil Engineering firm, and two (2) references on the **Permanent Modular Construction specialist firm**.
- (b) Provide contact name, address, and telephone number for each reference. Such references are to be from different projects; that is, only one reference per project is allowed. Only one (1) reference may be from the University.
- (c) The University reserves the right to verify all information given if it so chooses, as well as to check any other sources available.
- (d) 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.
- (e) As well, please provide **two additional project references** on each of the design team member firms for which firm experience was provided; that is, the Prime A/E firm, Civil Engineering firm and Permanent Modular Construction Specialty firm including name of company, contact name, and phone number. These will be used only in the event the University is unable to contact a reference from the projects given above. Please include with these references, a list of applicable projects with a brief description of each.

***Note:** Project references are to be provided within the written Technical Proposal. However, references will only be checked as part of the Second Phase Technical Evaluation; that is, reference checking will only be conducted on those firms who achieve the minimum or better technical score within the initial technical evaluation. Refer to Section 00300 Article 4 regarding the evaluation of proposals.

Definition: Project reference is defined to be a contact person from the Owner to provide a reference on the proposing firm (DBC & A/E) regarding a project which the Proposer constructed and/or designed.

4. **PROFILE OF DESIGN/BUILD TEAM:** Provide the information requested below. Please note: If the Proposer is a local office of a parent company, the information requested under #4.1 are to be provided on the **local office only who will be managing this contract** not on the parent organization, unless the parent organization is the Proposer.

[**Note:** If the Proposer is a joint venture, the information requested in applicable subcategories (#4.1, 4.2 and 4.3) are to be provided on all parties. In addition, please note that 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.]

NOTE: Per Section 00100, Item Z, if the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the technical proposal submission under the category of Profile of Proposer - General (see Section 00300 for details), the proposer must identify the responsibilities of each joint venture party with respect to the scope of services/work (per Section 00400) inclusive of the requirements for each entity based on such services as described in this Solicitation.

- 4.1 **Design/Build Contractor's Profile:** The following general company background information is required to be submitted:

- 4.1.1 *History:* Brief but **informative history** of your firm to include, but not be limited to, the following:

- Date and state of incorporation;
- Number of years in business;
- Type of work done;
- Year in which your firm commenced providing design/build services; and,
- Number of employees with breakdown between supervisory and non-supervisory.

This history should provide the University with a clear understanding of your firm. (Limit 2 typewritten pages with a font size no smaller than 12).

- 4.1.2 *Bonding:* Provide overall **bonding capacity**, single limit and current available bonding. This information is to be provided in a letter addressed to the University by either the agent or the bonding company (with higher consideration if the letter is from the bonding company).

- 4.1.3 *Financials:* Provide **one (1) copy only** of your firm's two most recent years audited **financial statements or independently prepared financial statements (prepared by an independent CPA)**. *Due to the confidentiality associated with these materials, please upload this as a separate document from the balance of your firm's technical proposal.*

- 4.1.4 *Safety:* Provide your firm's Experience Modifier Ratio (**EMR**) for the last three (3) years (2016, 2017, and 2018).

- 4.1.5 *Contractor's License:* Provide a copy of your firm's contractor's license.

- 4.2 **Design/Build Contractor's Annual Sales:** Complete the "**Annual Sales Volume/Completed Projects form**" (found in Attachment A) on a per year basis for the last three (3) years [2016-2018] and indicate what percentage of such work (based on dollar size) is CM, GC, D/B, or other (name). As well, indicate the largest size project and largest design build project for each year. (This information is to be about the responsible branch office **only**, not the parent organization of the Proposer. This information is to be provided on the **D/B Contractor only**.)
- 4.3 **Design/Build Contractor's Current Workload:** Complete the "**Current Workload form**" (found in Attachment A) on which you are to list current projects on which your firm is committed, the dollar volume of each, the bonding requirement for each, the time frame for each, and the name of the Project Manager and Field Superintendent on each. In addition, please describe your firm's ability to accomplish the proposed services on this project within specified time frames in the space provided on this form. (This information is to be about the responsible branch office **only**, not the parent organization, unless the parent organization is the Proposer. This information is to be provided on **D/B Contractor only**.)

Note: If the Proposer is a joint venture, provide history of joint venture experience for all parties and specifically history of this joint venture relationship inclusive of the reasoning for the establishment of the joint venture on this project and a listing of all joint venture parties and each party's percentage of the joint venture firm. Note: If the selected proposer is a joint venture firm, a copy of the signed, joint venture agreement must be provided to the University for its review and approval prior to issuance of the Notice to Proceed. In addition, no changes can be made to the joint venture agreement without the written approval of the University.

4.4 **Prime A/E Firm (A/E of Record) and Engineering Firms Annual Sales:**

- 3.4.1 *Annual Sales:* Provide **percent (%) of Annual Sales constructed using design build method** for prime A/E firm for each of the last three (3) years (2016, 2017 and 2018).
- 3.4.2 *Professional Liability Insurance:* Complete and submit the professional liability insurance form (found in Attachment A) to confirm the required professional liability insurance coverage (\$5M) including the dollar value of such coverage, expiration date and name of the insurance company.
- 3.4.3 *License Documentation:* Complete and submit the License Documentation forms (found in Attachment A) as follows:
- For the individuals in the roles identified on the Proposing AE Team; and,
 - For the person in responsible charge for each firm who will be stamping the drawings and must be licensed in Maryland.

5. **ECONOMIC BENEFIT:** Provide a detailed, but concise, overall description as to how the award of this contract will benefit the economy of the State of Maryland if your firm is the successful DBC based on the DTD amount (for evaluation purposes). Such items to be forecasted include, but are not limited to, (i) contract dollars to be recycled into Maryland's economy in support of this contract, through the use of Maryland subcontractors, suppliers, and joint venture partners; (ii) the number and type of jobs for Maryland residents resulting from the contract; (iii) forecast tax revenues (e.g. sales taxes, payroll taxes, etc.) to be generated for Maryland and its political subdivisions; and (iv) subcontract dollars committed to Maryland small businesses and MBE's.

END OF SECTION 00300, ARTICLE 2

**SECTION 00300
PROPOSALS, EVALUATION, AND FORMS**

**ARTICLE 3
INTERVIEW SESSION AND PRICE PROPOSAL**

- A. **INTERVIEW SESSION:** Those Proposers who are shortlisted following the initial technical evaluation will be short-listed on this procurement and requested to participate in an Interview Session at the University.

The due date and time of the Interview Sessions are indicated on the Solicitation Schedule. **Proposers are advised to set these dates in their entirety on the calendars of the key personnel designated below to avoid any conflicts as the University does not expect these dates to change.**

The purposes of the presentation are as follows:

- (i) to allow the University's and Proposer's Key Personnel to meet;
- (ii) to discuss aspects of the Technical Proposal;
- (iii) to allow the proposer to discuss the following:
 - (a) Its "Assessment" in its Technical Proposal (see #3.1 in Section 00300) with the use sufficient visual aids to convey the team's thoughts and perspectives on this; and,
 - (b) The DBT's project specific background and/or special and unique qualifications that it brings to this project.
- (iv) to provide an opportunity to clarify the D/B scope of services for this Project; and,
- (v) to review the Price Proposal form.

At this time, it is anticipated that each proposer will be requested to have the following personnel attend the interview session: **DBC Project Executive, DBC Project Manager, DBC Field Superintendent, A/E Project Manager, A/E Project Architect - Technical, Civil Engineer and Permanent Modular Construction Specialist.**

At the time the Interview Sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics, time periods, and requested D/B personnel.

Upon completion of the Interview Sessions, the University will conduct the Second Phase Technical Evaluation as described in Section 00300, Article 4.

- B. **PRICE PROPOSAL:** After completion +of the Interview Sessions and the Second Phase Technical Evaluation, those Proposers who remain shortlisted will be requested to submit a Price Proposal. Proposers will be requested to provide the following in its Price Proposal:
1. Design Build Contractor Fees:
 - 1.1 DBC Pre-Construction Fee;
 - 1.2 DBC Construction Fee;
 2. A/E Fees (all inclusive):
 - 2.1 AE Fees for the project with a breakdown for each of the project phases (SD Through Post Construction); and,
 - 2.2 Reimbursable costs.
 3. DBC General Conditions Costs: (See Section 701 for the General Conditions Guidelines and Costs)
 - 3.1 **DBC On-Site Staff Reimbursable Costs** for onsite personnel during construction including the costs for positions (i.e., laborers, etc.) in which the prevailing wage rates will apply; these wages will be issued via addendum.
 - 3.2 **General Conditions Non-Personnel Items** inclusive of the breakout amounts for (a) DBC's General Liability Insurance, (b) Builders' Risk Insurance and (c) 100% Performance and Payment Bonds.
 4. DBC Hourly Billing Rates for the applicable on site positions during construction; the DBC's quoted NTE for On-site Staff noted in #3 above are to be based on these billing rates and these rates will be used in reimbursing the successful firm for the actual costs associated with its on-site personnel.
 5. DBC-GMP Contingency: Amount of this contingency to be quoted by the DBC (see Section 00400 for details on this contingency). The minimum amount of this contingency is 2% of the DTD amount.

The Price Proposal is to be submitted via the Box site and by the due date and time indicated on the Solicitation Schedule and consist of the following:

- a. **Price Proposal Form** with signature page; and,
- b. **Bid Bond** on University bid bond form (form found in Attachment B of the Solicitation).

The Price Proposal shall be filled out **completely** in ink or typed on the Price Proposal Form (which will be provided via Addendum). Any erasures and/or alterations to the Proposer's pricing shall be initialed in ink by the signer. Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted. If there is any question or difference between the written words and the figures, the written word shall govern. Price Proposals will be evaluated based on the total price.

END OF SECTION 00300, ARTICLE 3

**SECTION 00300
PROPOSALS, EVALUATION, AND FORMS**

**EVALUATION OF PROPOSALS
ARTICLE 4**

A. TECHNICAL EVALUATION:

1. Technical Proposals will be evaluated by a University Selection and Evaluation Committee. The order of importance of the technical criteria is as listed in Section 00300, Article 2.

Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected after evaluation of the Technical Proposals. Proposals may not be modified, cured, or revised after the due date and time for receipt of proposals.

2. Only those firms who are shortlisted as a result of the initial technical evaluation, will advance in the procurement and be requested to participate in an Interview Session at the University. (See Section 00300, Article 3 for further information regarding the Interview Session.)

3. A Second Phase Technical Evaluation will be conducted based upon the Interview Session. References for Key Personnel and Firm References will also be incorporated in the final evaluation. The order of importance of the technical criteria will remain the same; that is, the order of importance will remain as noted above under #1.

The Second Phase Technical Evaluation will consist of the evaluation of the Key Personnel References and Firm References, and the re-evaluation of other categories based on the Interview Session.

4. Those firms who remain shortlisted after the Second Phase Technical Evaluation will be asked to submit a Price Proposal.
5. Further information may be requested by the University during the technical evaluation process.

B. PRICE PROPOSAL EVALUATION:

1. Price Proposals will not be opened publicly.
2. Price Proposals will be evaluated based on total price inclusive of all fees and NTE reimbursables within the funds available.
3. The University may elect to request Best & Final Price Proposal(s).

C. **FINAL PROPOSAL RATING:**

- 1 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.
- 2 The University will choose from among the highest rated proposals that proposal which will best serve the interests of the University and the State, in accordance with University procurement policies.
- 3 As stated in Section 00100 Instructions to Proposers, L. Competitive Negotiation, and S. Proposal Acceptance, the University reserves the right to make an award with or without negotiations.

END OF SECTION 00300, ARTICLE 4

END OF SECTION 00300

SECTION 00400
SCOPE OF WORK

IV SECTION 00400
ARTICLE 1
GENERAL PROVISIONS

1. UNIVERSITY BACKGROUND

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

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

UMBC is increasingly recognized as a major resource for building the State's economy and addressing its social concerns. More than 70% of UMBC's 53,600 active alumni live and work in Maryland, contributing significantly to the State's economic and social vitality. In Fall 2018, UMBC had 13,767 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.

UMBC is a member of the University System of Maryland and is accredited by the Middle States Association of Colleges and Secondary Schools.

2. **PROJECT SUMMARY:**

University of Maryland, Baltimore County (UMBC) seeks a new, multi-level facility integrating health and counseling services to be located adjacent to Susquehanna Hall, on a site currently occupied by the Student Development and Success Center. The project will create one integrated center for [University Health Services](#) and the [Counseling Center](#). The building will also house the [Student Conduct and Community Standards](#), and Spirituality and Meditation (previously referred to as the [Interfaith Center](#)), creating an integrative center for health and restorative practices.

Emphasis on physical, behavioral, and emotional wellbeing has been linked to academic success, retention, and matriculation. Its importance is illustrated in the latest university strategic plan: *Our UMBC: A Strategic Plan for Advancing Excellence*, which includes this strategic goal: "Promote the health and well-being of students as a foundation for academic and life success."

3. **PROJECT GOALS:**

UMBC developed the following goals to guide the design process:

- Co-locating campus health services and counseling into the same building
- Moving existing departments and units out of the deteriorating Student Development and Success Center
- Providing convenient access to health and wellbeing services to all students, regardless if they live on campus or commute to campus
- Locating a new facility near, but not within, existing residential facilities
- Providing growth for Counseling and University Health Services to expand their outreach and mission
- Providing sufficient space to meet current and future needs in alignment with enrollment growth projections
- Communicating symbolically the importance of health and well-being, especially mental health, through building location, architectural expression and functional layout of interior spaces
- Offering solutions that are fiscally responsible and deliver a permanent building as quickly as possible.

4. **PROJECT SCOPE OF SERVICES:**

- a. The University desires to contract with a Design/Build Contractor for the New Health Services & Counseling Building. The Design/Build Contractor is to provide complete design and construction services required to design and build the UMBC project described herein, ("Project") to be complete, operating and ready for use on or before the specified completion date and for the contract price.

The project is to be located on the UMBC campus in Baltimore, Maryland. Refer to the Project Program in Section 600 and the Project Specific Design Standards in Section 601 for requirements of the project.

- b. The design and construction of the facility is to conform to the Contract Documents listed in this Solicitation. All work to be completed within no more than eighteen (18) months of the issuance of the Notice to Proceed (NTP) which is anticipated to be issued on or about February 1, 2020 and substantial completion anticipated by 7/31/21.
- c. All design services and construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: civil, architectural, electrical, structural, and mechanical design services as required for the Project; construction management services inclusive of budgeting, value engineering, scheduling, project administration and management/coordination of subcontractors.
- d. Conduct subsurface investigation work as indicated in the Project Program and as required for the project. Should the Design/Build Contractor determine that MDE review must be handled in an expedited format, the Design/Build Contractor shall include those costs in the quoted AE reimbursable costs.
- e. The furnishing of all materials, equipment, and labor necessary to design and build all physical improvements.
- f. Design/build services are to be management oriented. The DBC is **not** to be involved in any permanent construction, unless the University elects to do so; should this occur, the contract will be amended for this purpose based on the specific circumstances. The University understands that the provision of items under the General Conditions allowance by the DBC as described in Section 701 is work of a temporary nature.

Note: Any Building Information Modeling (BIM) data that is developed in the course of the design and construction of the Project is to be provided to UMBC

Under the Solicitation, UMBC intends to employ a Design/Build Contractor (DBC) to provide all design and construction services required on this project (see Article 3 of this Section 00400 for further descriptions).

5. **PURPOSE AND DEFINITION OF OPEN BOOK DESIGN/BUILD METHOD**

The Design/Build Contractor will assemble and lead the Project Design/Build Team consisting of the DBC, the A/E, other consultants as required and the University.

It will be the responsibility of the Design/Build Contractor to provide the necessary services/work to design the Project within the DTD amount which includes, but is not limited to, the following:

- (a) Develop and produce a complete Project design and provide all required A/E services in accordance with (i) RFP #BC-21167-C inclusive of all documents as listed in Section 00200 and (ii) all applicable codes and regulations through the engagement of licensed professional A/E design firm(s) approved by UMBC;
- (b) provide all design and construction services necessary to implement the goals of the project inclusive of, but not limited to, the following: architectural, civil, electrical, structural, mechanical design services, and any other required specialty design consultants as required including a permanent modular construction specialist; construction services inclusive of scheduling; administration and management;
- (c) oversee the complete design and construction processes;
- (d) ensure that the project is design and construct by July 31, 2021;
- (e) develop schedules utilizing its skill and knowledge of design/build and general contracting construction methods and maintain the project schedule;
- (f) prepare project construction estimates;
- (g) analyze alternative designs;
- (h) review the design and conduct constructability reviews with associated recommendations;
- (i) study labor conditions;
- (j) advise on most appropriate construction techniques;
- (k) perform value engineering;
- (l) coordinate/communicate the activities of the Team throughout the design and construction processes;
- (m) competitively bid all trade contracts, review results with the University, submit a GMP submittal(s) within the DTD amount and upon the University's approval, award accordingly;
- (n) construct the project under the design/build contract method inclusive of all

construction services therein;

- (o) specify fixtures, furniture and equipment (FFE); and,
- (p) coordinate the infrastructure to support FFE and the installation of all owner-furnished and contractor-furnished FFE.

Note: The Design/Build Contractor will also engage licensed, professional Architect/Engineer firm(s) approved by UMBC to develop a complete Project design and provide all required A/E services per the Contract Documents of this Solicitation and all applicable codes and regulations. The costs associated with the DBC's pre-construction fees and the A/E fees are *not included* in the DTD amount.

The Open Book Design/Build method centers on utilization of a Design/Build Contractor, who is a member of the Project Team with the University, Architect/Engineers and other consultants as the project may require. (See Section 00100, C for the definition of Open Book Design/Build.)

During the Pre-Construction/Design Phase, the DBC will utilize their skills and knowledge of construction to manage the design process and the design professionals, develop schedules, prepare construction cost models/estimates, conduct value engineering studies, study labor conditions, identify and address constructability issues, coordinate/communicate the DBT's activities, advise on the sequencing of construction work and competitively bid all trade contracts and the GMP(s) for the University's approval for the Project.

During the Construction Phase, the DBC will manage the Project (inclusive of the award and management of all trade contracts), manage the design professionals as well as provide services 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 Team throughout the construction phase.

Please note that the DBC cannot bid on any trade package; the DBC 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 DBC perform other work; if such a circumstance occurs a contract amendment to the DBC would be issued to define this change and the conditions thereof.

Assembly of Project Procedures which are to be established by the Design/Build Contractor 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 a project delivery, which is timely, cost effective and within required quality standards set by the University.

6. **Relationship of University and Design/Build Contractor**

The Design/Build Contractor (DBC) accepts a relationship of trust and confidence between himself and the University. The Design/Build Contractor agrees to furnish their best skill and their best judgment in furthering the interests of the University and the project. The DBC shall furnish efficient design services, engineering reviews, business administration, field supervision and shall use their 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.

7. **Project Team**

The Design/Build Contractor, the University, the University of Maryland, Baltimore, the Architect, the Design Engineers and any other project consultants shall be called the "Project Team". It is our intent that the "Project Team" shall work from the beginning of this project through construction completion and that the Design/Build Contractor shall provide leadership to the Project Team on all matters relating to the project.

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

8 **University General Conditions**

8.1 All work shall be performed and administered in accordance with the Contract, including but not limited to, the Standard Conditions unless otherwise stated. These Standard Conditions are set forth in Section 00700.

8.2 The University intends to create a "General Conditions" allowance based on the DBC's quoted costs for General Condition items (inclusive of on-site, field staff reimbursable) to cover reimbursable costs which will be associated with construction of this facility. Items which UMBC will expect to pay from the established allowance are described herein (see **1.7, e. below** as well as "**Section 00701**) Allowance expenditures must be approved by UMBC prior to the provision of said services. (See Section 00100, C for the definition of allowances.)

A third party test and inspection allowance a Building Commissioning allowance for services during construction have been established by the University (see 1.7 below and Section 701) and are to be included in Proposer's quoted not-to-exceed amount for General Conditions -Non-personnel items.

The DBC will be required to provide a "General Conditions" billing back-up in a UMBC approved format that is derived from the DBC's computer based project accounting/tracking system.

9. **Design/Build Team Quoted Fees and Costs:**

All costs associated with the design and Proposing DBC are to be quoted by the DBC in its Price Proposal to the University with the DBC's quoted construction costs to be within the DTD amount:

- a. **Pre-Construction/Design DBC fees:** The DBC fee shall be an all-inclusive lump sum fee associated with the provision of the required services as described in **Section 00400, Article 3, Part "A."**

Note: Please note that the following allowances (totaling \$25,000) are to be included in the DBC's quoted pre-construction fee for the project as indicated on the Price Proposal form: (i) A reproduction allowance of \$5,000; (ii) a Site Investigation allowance of \$10,000; and, (iii) allowance for a third party Building Commissioning Agent during design in the amount of \$10,000.

These allowances are set up as follows:

Reproduction Allowance (\$5K): This allowance is set up for reproduction costs associated with the bidding only of the trade packages by the DBC in their GMP preparation process. Any reproduction costs incurred during the Construction are to be handled under the General Conditions allowance (see Section 701 of the Solicitation).

Site Investigation Allowance (\$10K): This allowance is set up for any unforeseen site investigation work; such work will be approved by the University and performed under the direction of the DBC. Please note that this allowance is *not applicable* for soil borings. If the DBT finds soil borings are the responsibility of the DBT and must be included in its price proposal under AE fees; that is, this site investigation allowance is not available for this purpose.

Building Commissioning Agent (\$10K): This allowance is set up for the costs associated with the services of the Building Commissioning Agent *during the design phase*. This agent is to be procured by the DBC with participation of the University in the selection process. The AE will identify building systems to be commissioned with the final decision by the University in consultation with the DBT. The DBC's management of this BCA contract is part of its services and shall not be charged under these allowances; rather these allowances are provided to cover the actual costs only for the contracted Building Commissioning agent(s) as approved by the University. The scope of services for the Commissioning Agent will be developed by the DBT in conjunction with the University as part of the Solicitation documents for the procurement of this agent. (*See below for the Building Commissioning Agent allowance amount for services during construction.*)

NOTE: Since these allowances are set up by the University, it will be the University's responsibility to replenish these if necessary; please note, however, that no costs are to be expended from these allowances *without the prior written approval of the University* via an Allowance Use Request form.

b. Pre-construction/Design Fees:

1. *DBC Pre-Construction Fee:* This fee shall be an all-inclusive lump sum fee associated with the provision of the pre-construction services as described in Section 00400, Article 3, Part A.
2. *A/E Design Fee:* This fee shall be an all-inclusive lump sum fee associated with the provision of the required services as described in Section 00400, Article 3, Part 'A' for the design of the Project (Schematic Design through Bidding phases) inclusive of any DBC's mark-up.

- c. **DBC Construction Fee:** This fee shall be an all-inclusive lump management fee associated with the provision of the required services as described in **Section 00400, Article 3, Part "B"**. The DBC fee shall include all DBC home office costs inclusive of officers and home office and local office support staff not noted in e. below as well as all DBC overhead costs and profit for the construction of the project inclusive of the post construction phase. The only DBC construction costs which are **not** to be included in the DBC fee are the (i) A/E fees, (ii) trade construction contracts, (iii) General Conditions costs [as noted in (e) below as well as Section 701, and (iv) DBC-GMP contingency.

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

In addition, General Conditions costs related to any change orders to the DBC contract will be reviewed on an individual, change order basis; a determination will be made as to the need for requested General Conditions increases related to the change order. **The DBC is not to expect that any change order will allow for an increase in General Conditions costs.**

- d. *A/E Construction & Post Construction Phase Fees:* These fees shall be an all-inclusive lump sum fee associated with the provision of the required services as described in **Section 00400, Article 3, Part "B"** inclusive of the DBC's mark-up.
- e. *DBC's "General Conditions" allowance* for both personnel and non-personnel items: An allowance for General Conditions will be established based on the DBC's quotes for General Conditions items in its Price Proposal (and approved by the University) for the construction of the Project per this section and Section 701 of this Solicitation. The DBC will be reimbursed for actual costs only as no mark-up is allowed by the DBC. Actual costs for the DBC's on site personnel will be based on the quoted hourly billing rates. Expenditures from this allowance can only be made with the approval of the University, which shall not be unreasonably withheld.

1. General Conditions - Staff Reimbursable Costs: Costs for onsite field staff will be paid on a reimbursable basis through this General Conditions allowance**. Field personnel costs shall be billed at Direct Personnel Expenses [raw employee costs (direct salary) plus actual burden costs which are limited to auto allowance, bonus, FICA, SCUTA, FETA, 401K, vacation leave, sick leave, holidays, jury duty leave and bereavement leave] with no employee overhead mark-up. The noted hourly rates are to include, but not be limited to, all of these costs and all the rates to be used for billing for on-site DBC personnel. The on-site field staff are **limited** to the **following positions:** (a) Project Manager, (b) Project Engineers, (c) Field Superintendent, (d) Project Closeout Engineer, (e) Field Clerk/ Document Control Person, (f) Field Accountant, (g) Quality Control Manager (h) Test Engineer and (i) Laborers. It is the DBC's discretion as to whether these are full time or part time positions with the exception of the Project Manager and Field Superintendent who must be a full time employee. All other DBC positions must be included in the DBC Construction Phase fee.

Notes:

1) For *all salaried DBC staff members*, such as the Project Manager, the University will reimburse the DBC for no more than forty (40) hours per week; therefore, the quoted billing rate should be based on this maximum number of hours allowed per week.

(2) *Prevailing wage* rates apply for some *positions* (e.g. Laborer); since these rates will be provided by addendum as Section 00830, the Proposer is to include such costs in its quoted on-site Staff Reimbursable.

(3) The *Quality Control Manager* is an on-site staff reimbursable position with the following duties: (a) Manage the Quality Control (QC) Plan as specified, (b) conduct QC meetings for each definable feature of work, (c) ensure that the process for quality control is occurring, including testing, inspections, mock-ups and the identification and correction of deficiencies, (d) 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 properly completed, and (e) ensure the overall compliance of the work with the contract documents. The QC Manager shall have not less than 6 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. Individual shall have experience in areas of hazard identification and safety compliance. The QC manager may not also serve as the Project Manager or Field Superintendent.

Please note: As part of the Price Proposal, the Proposers will be quoting on-site Staff Reimbursable costs for the construction of the Project; price evaluations will include this quoted amount (see Section 00300, Article 4 for details).

2. General Conditions - Non personnel Items: Costs for non-personnel items will be paid on a reimbursable basis based on actual costs and associated documentation through the quoted General Conditions allowance. Items that apply include, but are not limited to, those listed in Section 701.

In addition, the DBC is to include the following University allowances within its non-personnel General Conditions which total \$60,000: (1) third party testing and inspection services in the amount of \$20,000; and, (2) Building Commissioning agent services in the amount of \$40,000.

- f. **DBC-GMP Contingency**: The GMP shall include a DBC controlled construction **contingency (DBC-GMP Contingency)** in an amount not-to-exceed the DBC's quote for this contingency contained in its Price Proposal to the University, to protect the Design/Build Contractor against the risks assumed in providing the GMP for the Project. The University and the DBC acknowledge that the contingency is included to adjust the estimate 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 not provided for elsewhere, (4) expediting/ accelerating of the work to meet scheduled completion dates (if required) and (5) A/E field clarifications, Request for Information responses, and errors and omissions (as the DBC is contracting with the prime A/E and its design consultants).

The DBC-GMP Contingency is not allocated to any particular item of the Cost of the Work, and is established for the DBC'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 trade contract awards. It is understood that the amount of the DBC GMP contingency is the maximum sum available to the DBC to cover costs incurred as a result of such unanticipated causes or details, and that cost overruns in excess of the amount of the DBC GMP contingency will be borne by the DBC.

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

As the actual Cost of the Work is determined, change orders shall be issued, as appropriate, to transfer funds with the University's review and sign off between the estimated Cost of the Work and the DBC-GMP contingency components of the GMP without effecting a net change to the sum of the GMP.

The amount of the DBC-GMP contingency is to be reviewed by the University as part of its review of the GMP and must be a *minimum* of **2.0%** of the DTD amount. The University retains the right to specifically request revisions to the amount of the DBC-GMP contingency prior to the University's acceptance and approval of the GMP.

Note: Payments of the DBC and A/E fees and General Conditions' reimbursable costs due the DBC will be authorized/distributed pursuant to **Article 2** of this Scope of Work and to the Standard Conditions (Section 00700), as amended.

1.8 Project Schedule: The time frame for this project is eighteen (18) months for its design and construction from the date of issuance of the Notice to Proceed (NTP).

1.9 Insurance Coverage Requirements:

1.9.1 Insurance Coverage Requirements for the Design/Build Contractor: See Section 00700 for insurance requirements #6.05.

1.9.2 Insurance Coverage Requirements for the Engineer/Architect: The A/E shall obtain and maintain from and after the date of the Design/Build Contract the following insurance:

- (i) Professional Liability insurance in an amount not less than **\$5,000,000** from the date of the Design/Build Contract and through ten (10) years after final acceptance by UMBC of the Project.
- (ii) General Liability insurance in an amount not less than \$1,000,000 from and after the date of the Design/Build Contract and through two (2) years after final acceptance by UMBC of the Project. Such insurance is to include a contractual liability endorsement.
- (iii) Workmen's Compensation insurance per statutory requirements.

As a condition to the A/E Agreement, the Design/Build Contractor shall have the A/E deliver to UMBC, no later than the date of execution of the Design/Build Contract, a certificate of insurance verifying compliance with the above insurance requirements. Such Certificates/Memoranda shall also provide for notice to UMBC not later than thirty (30) days prior to the expiration or cancellation of the referenced policy.

Any and all insurance obtained and maintained by the A/E under this Agreement shall indicate, in form satisfactory to UMBC that UMBC may make a claim against such insurance.

Failure to do so shall be a material breach of the Design/Build Contract. In the event that the A/E terminates, as a business entity, for any reason whatsoever, or in any manner whatsoever, the A/E shall obtain and provide for the maintenance of professional liability insurance, specifically covering the A/E's obligations performed or to be performed under this Agreement, in the amount set forth herein for the remainder of the time set forth herein.

1.10 **Ownership of Project Documents**

All data, information, material and matter of any nature and all copies thereof in any and all forms whatsoever developed by the Design/Build Contractor or the A/E or in the Design/Build Contractor's possession or control relating to the Project are the property of UMBC and shall be delivered to UMBC upon completion of any project done under this Contract. In addition, all documents in progress are the property of UMBC and shall be delivered to UMBC promptly in the event of termination of the Design/Build Contract prior to completion of the contract.

The Design/Build Contractor shall be responsible for protection and/or replacement of any Construction Documents or other documents in its possession. The UMBC shall receive all original drawings and the Design/Build Contractor shall retain a reproducible copy.

1.11 **Separate Contracts**

Without invalidating the relationship with the Design/Build Contractor, UMBC reserves the right to let other contracts in connection with the project, the work under which shall proceed simultaneously with the execution of the Design/Build Contractor's work.

The Design/Build Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the Design/Build Contractor shall take all reasonable action to coordinate their work with the other contractors. If the work performed by the separate contractor is defective or so performed as to prevent the Design/Build Contractor from carrying out their work according to the plans and specifications, the Design/Build Contractor shall immediately notify UMBC upon discovering such conditions.

1.12 **University/Owner's Contingency:** A University/Owner's Construction Contingency will be established outside of the Project Construction Costs. Expenditures against this contingency will be available to cover all costs resulting from the following items only with the University's written approval via a written authorization or contract amendment issued by UMBC's Procurement Office.

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

END OF SECTION 00400, ARTICLE 1, GENERAL PROVISIONS

IV SECTION 00400

ARTICLE 2 **UNIVERSITY'S ROLE**

2.0 Information Requirements

The University shall provide and furnish information regarding its requirements for the Project as applicable and as needed during all phases of the project.

2.1 Designated Representative

The University shall designate a UMBC Project Manager who shall be the University contact point during Pre-Construction/Design and Construction Phases. This representative shall be the primary channel of communication to the University and shall act as the University's liaison with the DBC. All communications on the Project must be directed to the University's Project Manager.

2.2 Project Oversight Committee

The University Project Manager will exercise responsibility for the Project under the direction of a Project Oversight Committee ('Committee'). The Committee will be comprised of the University Project Manager as well as, designated personnel of the University. Conferences shall be held on the UMBC campus on a bi-weekly basis during the design and construction phases. The Design/Build Contractor will be responsible for developing the layout and design in accordance with the guidance and programmatic interpretations provided by the Committee in accordance with the Design/Build Contract.

2.3 Decision Making Authority

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.

2.4 Document Review

UMBC and the University of Maryland, Baltimore shall collectively review all Project documents at each design submittal (i.e., 100% Schematic Design, etc.); such review, however, will be made to ensure that the intent of the Program and the University Standards are maintained. The University of Maryland, Baltimore has been engaged by UMBC to provide design review of the mechanical and electrical design. No construction can proceed without the written approval of UMBC, which will not be unreasonably withheld. The Design/Build Contractor is solely responsible for the content, accuracy and coordination of all documents.

2.5 Project Program:

- 2.5.1 The **Project Program dated October 2019** ("Program"): This document provides the specific programmatic requirements and design criteria as complete and accurate as possible at this point in the development of the Project. It will be the responsibility of the A/E, through the Design/Build Contractor, to consult with the University to verify or to make refinements to these requirements and criteria through the design process. This process will be coordinated through the University Project Manager inclusive of design submittal of specific phases of the Work.

Should the meaning or intent of the Program and the needs of the using organization result in conflicting requirements, the University's Project Manager will be responsible for obtaining resolution and for direction of the Design/Build Contractor in accordance with needs of the users and the Design/Build Contract.

- 2.5.2 **University Documents:** See Section 00200 for the full list of documents provided via either an Internet link or on the designated Box site inclusive of the above noted Project Program. The Design/Build Team must adhere to these documents for the Project.

2.6 Payments to Design/Build Contractor

2.6.1 DBC and A/E Fees:

- a. Payments shall be made on the evaluation of work accomplishment.
- b. Such payment requests are to be submitted on University approved forms.
- c. 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.
- d. The DBC will be paid for 100% of the approved monthly, DBC fee and A/E fee earned.

2.6.2 Construction Costs:

- a. 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.
- b. Trade-Contracts, Equipment Rentals, and Material Payment
 - (1) No markup for overhead or profit will be charged by the DBC for Trade or Sub-Contracts, Equipment purchases and Material Payments.
 - (2) 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.

c. Reimbursable under General Conditions Allowance:

- Allowance expenditures shall be approved by UMBC based on actual expenditures.
- 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.

2.6.3 Payments to the Design/Build Contractor pursuant to this Contract shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the DBC. 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 or Maryland with respect to regulated public utilities, as applicable are prohibited.

END OF SECTION 00400, ARTICLE 2, UNIVERSITY'S ROLE

IV SECTION 00400

ARTICLE 3

DESIGN/BUILD CONTRACTOR'S OBLIGATIONS

3.0 Overview: The Design/Build Contractor's services shall consist of the two main parts described as follows:

- Part A: To provide professional design and pre-construction services as required on the Project during the following phases: Schematic Design, Design Development, Construction Documents, and Bidding phases inclusive of designing the Project within the DTD amount and submitting a Guaranteed Maximum Price within the DTD amount.
- Part B: To provide Construction Phase services as required on the Project to include Construction Administration and Post-Construction phases inclusive of constructing the Project within the cumulative total of the Guaranteed Maximum Price (GMP) submittals presented by the DBC and approved by the University via the issuance and execution of amendment(s) to the DBC's contract.
- Part C: To provide the services necessary in the selection, specifications, location drawings coordinating all owner-furnished FFE.

The Design/Build Contractor's obligations are defined in this Solicitation under Design Phase Services (Part A) and Construction Phase Services (Part B). The Design/Build Contractor will be **solely responsible** for all aspects of the design and construction of the project done under this Contract and will be solely responsible for insuring that the project is designed and constructed in accordance with the Solicitation delineated in Section 00200 of the Solicitation.

The Architect/Engineer (A/E) services are to be provided as required per the documents noted in this Solicitation (see 3A.1 and 3B.1). The Design/Build Contractor shall have developed and produced complete architecture and engineering services necessary to implement the goals of the Program and to provide a complete and fully functioning facility within the DTD amount. The Design/Build Contractor will be required to contract with an A/E firm with an agreement substantially in the form of the University's Standard Form of Agreement (SFA-1); this agreement form is available on the Box site for this procurement noted in Section 00200. The University will review the A/E agreement once fully executed to verify compliance with this requirement. If a deficiency is found, the Design/Build contractor will be required to correct this deficiency to the University's satisfaction.

Part A: **To provide professional design and construction services as required on the Project during the following phases: Schematic Design, Design Development, Construction Documents, and Bidding phases inclusive of designing the Project within the DTD amount.**

3A.1 **Architect/Engineering Services during the Pre-construction/ Design Phase:**
Below please find an overview and a listing of the primary services to be provided by the A/E on the Project. This listing is not all-inclusive and the A/E shall refer to the Solicitation for all required services.

3A.1.1 **Overview:** Complete professional A/E services shall be provided as necessary for completion of the Project done under the Contract shall be in accordance with the Solicitation specifically the Project Program, UMBC Design Standards and UMB A/E Procedure Manual for Professional Services on Design/Build Projects and the standards of the design and construction industry for public institutional projects and permanent modular buildings.

3A.1.2 **Project Review:** The Design/Build Contractor, Architect, Engineers, other design team members and UMBC shall meet to fully understand the Program requirements, the project scope and all other pertinent aspects of the project.

3A.1.3 **Expert Studies and Consulting Services:** These services are to be provided by the DBC as required in the Project Program. These services include preparation of the necessary documentation and submissions to obtain required permits, approvals and applications for service.

3A.1.4 **Design Documents:** The A/E shall design the Project within the DTD amount. Design submittals (i.e., Schematic Design, Design Development, etc.) shall be provided per the UMB Procedure Manual for Professional Services on Design/Build Projects for the University's review and approval. Design documents shall account for the permanent modular building construction method.

All Contract Documents (drawings, specifications, etc.) for specific projects shall bear the seal and signature of the primary A/E and the seal and signature of each consultant to the primary A/E on drawings and specifications within their area of responsibility.

Major work, which may be subcontracted for construction such as structural, mechanical and electrical systems, shall be furnished as designed by the A/E rather than by a trade/subcontractor under a design-build subcontract (including selection and review of proprietary or franchised systems) unless approved in writing by the University's Procurement Officer with the exception of the permanent modular building.

3A.1.5 Meetings:

- A. *Design Initiation Meeting:* Each member of the A/E team shall attend a pre-design conference conducted by the University at Project commencement. At this meeting, the DBT will conduct a risk assessment on the Project which will be monitored throughout the design phases. (Note: The notes from this meeting will be prepared and distributed by the University's Project Manager.)
- B. *Design Progress Meetings:* The A/E shall attend all bi-weekly meetings to discuss the progress of the design as scheduled by the Design/Build Contractor. In addition, it is expected that the A/E will conduct separate design meetings among the design professionals as needed in developing and coordinating the design of the Project.
- C. *Design Review Meetings:* The A/E shall attend these meetings which will be conducted after each design submission, if necessary, to review the University's comments and resolve any matters accordingly.
- D. *Other Design Meetings:* Other meetings among the design team, DBC and University to review specific topics such as security, utilities, fire alarm, etc.

3A.1.6 Value Engineering: Participate in the DBC's value engineering efforts as necessary (see Item 3A.2.6 below for details).

3A.1.7 Bidding: The A/E is to attend all pre-bid meetings and is to interpret the contract documents during the bidding period. Interpretations shall be given by written instruction only.

3A.1.8 Reimbursables: The following services are to be identified as reimbursables in the DBC's price proposal: (1) land survey, utility survey, test pits; and (2) geotechnical engineering. All other required services are to be included in the A/E basic services; there are no "special" services on the Project.

3A.2 **Design/Build Contractor Services during the Preconstruction/Design Phase**

3A.2.1 A/E Engagement: The Design/Build Contractor shall procure the services of the A/E firm in accordance with its Technical Proposal in response to this Solicitation and the University's Solicitation documents.

3A.2.2 Project Review: The Design/Build Contractor shall meet with the University, Architect, Design Engineers 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 DBC shall be an integral part of the Project Team who will lead and coordinate the development and progress of the design and construction of the Project.

3A.2.3 Project Procedures: The DBC shall develop project procedures, in cooperation with UMBC, which will be used as a guide for the management and coordination of the Project throughout the design and construction of the Project. In addition, The DBC shall establish protocols, acceptable to both the DBC and UMBC, to ensure that the University has opportunities to meet and communicate directly with the A/E team.

3A.2.4 Meetings: All meetings involving the University representatives shall be held at UMBC and all meetings shall be documented within three (3) days of each meeting.

- A. *Design Initiation Meeting*: Each member of the DBC team shall attend a pre-design conference conducted by the University at Project commencement. At this meeting, the DBT will conduct a risk assessment on the Project which will be monitored throughout the design phases. (Note: The notes from this meeting will be prepared and distributed by the University's Project Manager.)
- B. *Design Progress Meetings*: The DBC shall conduct all bi-weekly meetings (unless otherwise agreed to by the University's Project Manager) to discuss the progress of the design as scheduled by the Design/Build Contractor. In addition, it is expected that the A/E will conduct separate design meetings among the design professionals as needed in developing and coordinating the design of the Project.
- C. *Design Review Meetings*: The DBC shall conduct these meetings which will be conducted after each design submission, if necessary, to review the University's comments and resolve any matters accordingly.
- D. *Other Design Meetings*:
 - Other meetings among the design team, DBC and University to review specific topics such as security, utilities, fire alarm, etc. shall be scheduled and conducted by the DBC.
 - Other meetings between the DBC and the A/E team, as needed.
- E. *Other*: At various intervals during the design, the A/E shall be required to conduct design presentations to University constituencies.

3A.2.5 Consultation During Project Development

The DBC shall attend regularly scheduled meetings with the Architect and Design Engineer 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. He shall provide recommendations on construction feasibility.

3A.2.6 Value Engineering

- 3A.2.6.1 The DBC shall, after a complete review of the Project Program and understanding of the intent of the University and the A/E, provide value engineering services and offer cost savings suggestions and best value recommendations to the University. All recommendations must be fully reviewed with the University and approved prior to implementation.
- 3A.2.6.2 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.
- 3A.2.6.3 Value engineering efforts shall also take into consideration applicable constructability issues. The DBC shall notify the A/E upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous and resolve accordingly inclusive of review with the University.
- 3A.2.6.4 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.
- 3A.2.6.5 There shall be a major value engineering study no later than 100% design development (utilizing the design development documents) which shall include, but not be limited to, the items noted below, conducted and/or provided by the DBC firm.
- (a) Develop value engineering concepts for consideration at the session noted in (b) below (it is anticipated that the A/E will be concurrently conducting a similar activity);
 - (b) Brainstorming session(s) with design team;
 - (c) Written cost studies shall be produced and submitted to the University within two (2) weeks of the final brainstorming session;
 - (d) Written pro/con evaluation of the cost studies shall be provided to the University within two (2) weeks after submission of the cost studies;
 - (e) Formal presentation of the study to be conducted by the DBC firm; and,
 - (f) Formal submission of the value engineering study document inclusive of a summary of value engineering items, applicable cost savings, selected items and their corresponding cost savings.

3A.2.6.6 The DBC 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.

3A.2.7 Project Schedule

3A.2.7.1 The DBC shall utilize and maintain a University approved computer based software-scheduling system that will allow the DBC to provide appropriately detailed design and construction phase CPM schedules.

3A.2.7.2 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.

3A.2.7.3 The project schedule shall be sufficiently detailed to allow for a realistic projection of design and construction activity sequences and durations. Updated schedules will be 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.

3A.2.7.4 The DBC shall within two (2) weeks 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.

3A.2.7.5 This CPM schedule shall include a projection of all design and construction phase activities to include DBC 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.

3A.2.7.6 The DBC is to establish a detailed, CPM schedule for use during the pre-construction/ design phase with the concurrence of the University and the A/E. The DBC is responsible to monitor this schedule during the pre-construction/design phase, insure that this schedule is maintained, correct any deficiencies in adhering to the schedule by members of the DBC's team and advise the University of any deficiencies in adhering to this schedule by any University party.

3A.2.8 Constructability Review: DBC is to review the design throughout the pre-construction/design phase as to constructability issues. On each issue, the DBC is to do the following on a timely basis within the design schedule: (i) Description of constructability issue with background information; (2) in-depth study/research; and, (3) written report inclusive of DBC's recommendation for addressing and justification therein. Such reviews/ studies are also to be conducted as requested by the University.

3A.2.9 Construction Cost Model/Estimates

3A.2.9.1 The DBC shall develop a project budget/cost model which will require updating at multiple intervals during design phase for the project. The cost model format shall be in accordance with the UMB A/E Procedure Manual for Professional Services on Design/Build project provided in the designated Box site and will require updating as described herein. Due to the changing economic climate, all cost models are to be data based but confirmed based on trade work pricing obtained by the DBC directly from the market place rather than based on data retained in the DBC'S files.

- A) The initial, full-scale cost model is to be provided within ten (10) working days after the submission of the 100% Schematic Design Documents for approval.
- B) A full-scale update of the cost model is to be provided within ten (10) working days after the 100% submission of the Design Development Documents for approval.
- C) Any further updates of the cost model will be as warranted by the Project design and value engineering efforts as may be determined by the DBC after review with the University.

3A.2.9.2 Each cost model must contain a statement of the total amount determined under that construction cost estimate to be the total hard construction costs for the Project in accordance with the DBC's contract; that is, Project Construction Costs less all A/E fees and Preconstruction/Design DBC fees.

3A.2.9.3 In the event that the costs exceed the Project Design and Construction Costs the University reserves the right to direct the DBC to (and the DBC shall) work in conjunction with the Architect/Engineer to redesign the Project as necessary to maintain the Project Program and meet the DTD amount without additional compensation to either the A/E or DBC.

If the DBC's costs exceed the funds appropriated by the Legislature or allocated by the University or the University of Maryland System for construction of the Project, the University reserves the right to direct the DBC to (and the DBC shall):

1. After consultation with the University, shall 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.
2. 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.
3. 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 said appropriations.

Notwithstanding anything in the Solicitation to the contrary, the DBC and A/E shall perform the work set forth in this Section 00400 3A.2.9.3 without additional compensation.

3A.2.9.5 The DBC's Probable Construction Costs will be reviewed by the University for reasonableness and compatibility with the DTD amount. Meetings and negotiations between University, A/E and the DBC will be held to resolve questions and differences that may occur within the DTD amount and the DBC's Probable Construction Costs. If indicated by the DTD amount limitations or other circumstances, the DBC shall work with the University and Architect to reach a mutually acceptable Probable Construction Costs.

3A.2.10 Coordination of Contract Documents

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

3A.2.11 Commissioning:

3A.2.11.1 *Engagement:* Conduct a competitive procurement to engage a Building Commissioning Agent to commission the building under the Building Commissioning – Design allowance. Commissioning is to include, but not be limited to, the following systems:

- All HVAC systems including fans, controls, pumps and associated piping, wiring and ductwork;
- Fire Alarm and Life Safety Systems; and,
- Electrical systems Electrical Systems particularly those tied to an emergency generator, if any.

3A.2.11.2 *Commissioning Plan:* Prepare the “design phase commissioning plan” and provide the specifications, forms, and checklists required in the Construction Documents for commissioning activities.

3A.2.11.3 *Design Review and Consultation:* Review and provide written comments on the Design Development and subsequent design submissions to verify that each commissioned feature or system meets functional and performance requirements. Meet to discuss proposed systems to be commissioned, controls integration, proposed commissioning approach and the review comments.

3A.2.11.4 *Commissioning Specifications:* Working with the applicable design consultant, provide the commissioning specifications and ensure they are properly incorporated into the Construction Documents, including, but not limited to, the following:

- Description of responsibilities of all parties and detailed commissioning requirements.
- Documentation and reporting requirements.
- Alerts to coordination issues and resolution of deficiencies.
- Construction checklists and equipment start-up requirements.
- Functional testing requirements including testing conditions and acceptance criteria for each piece of equipment or system
- Forms for tests and checklists.
- Training requirements.
- LEED requirements associated with commissioning.

3A.2.11 Trade Contract Bidding

- 3A.2.11.1 At the applicable point in the design documents, the DBC shall bid trade packages for the construction of the Project. The DBC will utilize the design documents as prepared by the Architect and Engineers to invite and receive competitive bids on all trade packages and/or materials as a basis for each award under the GMP(s).
- 3A.2.11.2 The DBC will develop scopes of work for each trade package to be bid. 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.
- 3A.2.11.3 The DBC is to conduct a qualification process of all Trade Contractors to ensure that all bidding have the necessary expertise.
- 3A.2.11.4 The DBC is to conduct the following for all Trade Contracts: Pre-Bid meetings, Post-Bid meetings, and Bid Opening sessions. The University is to be in attendance for all of these. The University reserves the right, in an advisory capacity, to raise questions to the DBC at any of these 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 office.
- 3A.2.11.5 The DBC 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 DBC in accordance with the University's General Conditions, the Design/Build Contractor shall recommend an acceptable substitute at no additional cost to the University.
- 3A.2.11.6 After review by the University of the selected contractors for each GMP, the DBC shall submit its GMP to the University in accordance with the schedule.
- 3A.2.11.7 In the event that the total projected hard construction costs for a trade package exceed the amount in the Probable Construction Costs for that trade package, the University reserves the right to direct the DBC to (and the DBC shall) work in conjunction with the Architect/Engineer to redesign the trade work as necessary to maintain the Project Program and meet the Project Construction Budget.
- 3A.2.11.8 The DBC's detailed construction cost estimates for trade packages will be reviewed by the Architect and the University for reasonableness and compatibility with the DTD amount and the Probable Construction Costs. Meetings and negotiations between University, Architect and the DBC will be held to resolve questions and differences that may occur within the DTD amount and the DBC's construction cost estimate for trade packages. If indicated by the DTD amount limitations or other circumstances, the DBC shall work with the University and Architect to reach a mutually acceptable trade package cost.

3A.2.12

GMP Savings: All savings under the DBC's contract revert to the University. Such savings are based on the total construction costs not on a line-by-line basis.

END OF SECTION 00400, ARTICLE 3A - SCOPE OF WORK

Part B: **To provide Construction Phase services as required on the Project to include Construction Administration and Post-Construction phases inclusive of constructing the Project** within the cumulative total of the Guaranteed Maximum Price (GMP) submittals presented by the DBC and approved by the University via the issuance and execution of amendment(s) to the DBC's contract.

3B.1 **Architect/Engineering services during the Construction and Post Construction Phase:** Below please find an overview and a listing of the primary services to be provided by the A/E on the Project during these phases. This listing is not all inclusive and the DBC and A/E shall refer to the Solicitation for all required services.

3B.1.1 Overview: A/E services for Construction and Post Construction to be provided per the Projects Program and the Contract Documents noted in Section 00200 of this Solicitation.

3B.1.2 Meetings:

- A. *Construction Progress Meetings:* The A/E shall attend all construction progress meetings which include the Design/Build Contractor, UMBC Project Manager and other University representatives, if any, and trade contractors.
- B. *Project Managers Meeting:* The AE Project Manager shall meet every 2 weeks or at intervals approved by the University's Project Manager to discuss management matters on the Project.
- C. *Monthly Owner's Meeting:* The A/E Principal and Project Managers shall attend a monthly meeting with the DBC and University.

3B.1.3 Shop Drawing/Review and Approval:

The A/E shall furnish all shop drawing review/approval for compliance with design documents, in accordance with the Contract Documents of this Solicitation listed in Section 00200, and in accordance with good design and engineering practice.

The A/E shall review and approve upon the Trade/Subcontractors' submittals such as Shop Drawings, Product Data and Samples, for checking for conformance with information given and the design concept expressed in the Construction Documents. The A/E's action shall be taken within the required time frame for the project so as to cause no delay in the work, while allowing sufficient time in the A/E's professional judgement to permit adequate review. The A/E's action on all shop drawings/submittals shall be reviewed by UMBC prior to the transmission to the Trade/Subcontractor.

3B.1.4 Document Interpretation: The A/E shall interpret Construction Documents as necessary and issue the applicable documents as may be necessary to explain construction details.

3B.1.5 Quality Assurance/Inspection:

The A/E shall make periodic visits to the Project as required by the progress of the construction work or as requested by UMBC to gain familiarity with the progress and quality of the construction and to determine in general if the construction of the Project is proceeding in accordance with the Construction Documents. In making such periodic visits to the site and on the basis of such on-site observations the A/E shall guard UMBC against defects and deficiencies in the construction work and shall report to the DBC and UMB any observed defect or observed deficiency.

3B.1.6 Punch List: The A/E shall be responsible for the preparation and review of punch lists. Such punch lists will only be performed once a written statement from the DBC is received by UMBC stating that the Project is complete and in accordance with the Contract Documents.

3B.1.7 Record Drawings: The A/E shall be responsible for the provision of record documents. The record documents shall include electronic (CAD, pdf and Word formats), and hard copies of all drawings, Project Specifications, Project Manual originals, and other construction contract bid documents. In addition, the A/E shall furnish the above referenced Construction Contract Drawings and Contract Documents updated at completion of the project for "As-built Conditions" on by uploading to a UMBC Box site. AutoCAD drawings must be completed per UMBC CAD Standards for CADD generated drawings. All pdf drawings and documents must be bookmarked in a manner approved by UMBC.

3B.1.8 Post Construction Services: The A/E shall participate in one (1) site visit within the two (2) year project warranty period. It is anticipated that this site visit will be incorporated with other visits to the campus.

3B.2 **Design/Build Contractor Services during the Construction and Post Construction Phases**

3B.2.1 **Consultation During Continuing Project Development**

The DBC shall continue to advise and assist the University and Architect during the continuing Design Activities as described in Section 00400. Article 3, Part A.

3B.2.2 **Project Cost Control**

3B.2.2.1 The DBC shall develop and maintain an effective system of Project cost control. He shall refine and update the approved construction costs, incorporate University approved changes as they occur, and develop reports and forecasts as needed, or as directed by the University. He shall identify variances between actual and estimated costs and advise University whenever projected cost exceeds allowances or estimates.

3B.2.2.2 The DBC shall check and supervise all material deliveries, equipment and labor entering the work site. He 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 their records during that period.

3B. 2.2.3 The DBC recognizes that the University has a limit on the project cost and must manage the project within the total of the Guaranteed Maximum Price (GMP) submittals presented by the DBC and approved by the University via the issuance and execution of amendment(s) to the DBC's contract.

The above limit is inclusive of all costs associated with the construction of the Project excepting the University/owner's contingency.

The DBC is responsible for monitoring costs to ensure that the Project Costs are not exceeded.

3B.2.2.4 Upon completion of work, any and all non-expended funds remaining in any DBC's contract revert to the University.

3B.2.3 Project Schedule:

3B.2.3.1 The DBC shall provide construction phase a CPM schedule through the use of a UMBC approved computer based software-scheduling system based on the schedule developed during the design of the Project. Scheduling software shall allow for integration of all aspects of the project and provide for coordination of all work to be performed.

3B.2.3.2 The DBC shall develop the complete and final CPM schedule in the form of a CPM network arrow diagram (Pert) using the DBC's logic and time estimates for each segment of the work. The arrow network diagram will be drawn in a level of detail suitable for display of salient features of the work, including but not limited to the placing of orders for materials, submission of shop drawings for approval, approval of shop drawings by the Architect and the University, delivery of material, and all work activities inclusive of punch list agreed to by the University. Each work activity shall be assigned a time estimate by the DBC. One day shall be the smallest time unit used.

3B.2.3.3 The DBC shall review the schedule each month. An updated project schedule shall be furnished showing actual completed work at the end of each month in respect to the entire project. The form used shall be approved by the University and shall be submitted with the monthly invoice.

3B.2.3.4 The University requires completion of the Project within eighteen (18) months from the date of the issuance of the Notice to Proceed (NTP).

3B.2.3.5 The DBC shall provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and desired completion dates, review schedule for work not started or incomplete and take the action necessary to meet the required completion date.

3B.2.3.6 It is the DBC's responsibility to meet the required construction completion date as noted above in 3B.2.3.4. If the DBC finds that action must be taken in order to meet this contractual responsibility, all costs associated with such action are the DBC's responsibility within the contract unless a delay is attributable to the University.

If the DBC finds that the schedule has been impacted by an action or inaction on the part of the University, the DBC must review the situation with the University and obtain a change order amendment for such work prior to taking any action which has a cost impact; all change order work shall be governed by Section 00700 General Conditions, as supplemented by the provisions of this Section 00400 inclusive of no mark-up of any type by the Design/Build Contractor. Notwithstanding anything in that Section 00700, the provisions thereof shall apply only to work to be performed in the Construction Phase by the trade contractors/subcontractors.

3B.2.4 Trade Contracts

3B.2.4.1 After acceptance of each trade contract award, the DBC shall place through their office contracts* or purchase orders to 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.)

3B.2.4.2 The DBC will require the Trade Contractors to provide the applicable contract documents inclusive of insurance certificates, performance and payment bonds, MBE participation schedules, and verification of MBE participation (by submission of letters of intent, copies of purchase orders, etc.).

3B.2.4.3 All contract documents between the DBC and the Trade Contractors are to be made available for review by the University as requested.

3B.2.5 Project Control

3B.2.5.1 Project Staffing

- (a) The DBC's on-site representatives shall manage the work of the Sub-Contractors and coordinate the work with the activities and responsibilities of the University, Architect and DBC to complete the Project in accordance with the University's objectives of cost, time, and quality.
- (b) The DBC 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 Sub-Contractors on the Project at all times.
- (c) It is understood that the designated and approved on-site resident DBC representatives will remain on the job and in responsible charge as long as those persons remain employed by the DBC, unless the University has reason to agree otherwise during the course of the project and a contract amendment is issued accordingly by the UMBC Procurement Office.

3B.2.5.2 On-site Coordination/Management

- (a) The DBC shall establish on-site organization and lines of authority in order to carry out the overall plans of the Project Team.
- (b) The DBC shall conduct orientation sessions for its onsite field staff and Trade Contractor's staff, as applicable, as to the Project Procedures as developed during the Design Phase as noted in Section 00400, Article 3 as well as site requirements per the Contract Documents. University representatives may attend such sessions.
- (c) The DBC will provide for all coordination with the onsite Sub-Contractors the necessary On-Site Services for the construction activities and on-site requirements of the DBC, University and Architect. The DBC is not required to provide offices for the Architect or the University within its field offices.
- (d) The DBC 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.
- (e) The DBC 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.

3B.2.5.3 Meetings: The DBC shall take and distribute complete minutes of meetings to all attendees and others as directed by the University within three (3) days of such meetings. Representatives of the University may attend meetings and shall receive all notices and minutes of meetings. [See details throughout Section 00400, Article 3, Part 3 as to topics to be included in Progress meetings.]

- (a) *Progress Meeting:* The DBC shall schedule and conduct regular bi-weekly progress meetings, and as directed by the University, at which Trade Contractors, University, Architect, and other designated representatives, and the Design/Build Contractor can discuss jointly such matters as progress, scheduling, and construction-related matters and issues.
- (b) *Project Manager Meetings:* The DBC Project Manager shall meet every 2 weeks or at intervals approved by the University's Project Manager with the A/E Project Manager and University's Project Manager to discuss management matters on the Project.
- (c) *Monthly Owner Meeting:* The DBC Project Manager shall also conduct Owner's meetings on a minimum of monthly or as requested by the University. These meetings are conducted to review the status of the project at an executive level and discuss any matters that require executive input. The DBC Project Manager shall provide a monthly report at this meeting for review and discussion along with an update on the risk assessment, schedule and budget. These meetings are to commence once construction begins on site.

The Owner meetings are to be attended by representatives of the University [including, but not limited to, UMBC's Office of Facilities Management; UMBC's Procurement Office; UMBC's Student Affairs Divisions; and the DBC Project Executive and Project Manager; and the A/E Principal-in-charge and Project Manager to ensure that all parties are meeting their obligations to ensure a successful project.

- (d) *Pre-installation/Pre-construction and other Special Meetings:* The DBC shall conduct these meetings, as appropriate, for the project.

3B.2.5.4 Requests for Information (RFI'S)

- (a) The DBC will be responsible for utilizing UMBC's e-Builder software to manage the RFO process for the project.
- (b) The DBC will be responsible for logging and reviewing all RFIs prior to submission to the University and the Architect. The DBC is to insure that the RFIs submitted are appropriate and not frivolous.
- (c) The DBC shall be responsible for tracking and monitoring all RFIs throughout the Construction Phase until all RFIs are processed by the A/E and the University.
- (d) The DBC shall include RFIs as an agenda topic at all owner meetings and advise the University immediately of any delays in the RFI process.

- (e) The DBC shall develop a RFI aging report which is to be submitted to the University's Project Manager at each biweekly progress meeting.

3B.2.5.5 Substitution Requests

- (a) The DBC will be responsible for logging all substitution requests.
- (b) The DBC will be responsible for reviewing all substitution requests to insure that they are complete; and, if not, return them to the Trade Contractor for proper submission.
- (c) The DBC will be responsible to review all Substitution Requests with the University prior to submission to the Architect.
- (d) The DBC shall be responsible for tracking and monitoring all Substitution Requests throughout the Construction Phase until all Substitution Requests are processed by the A/E and the University.
- (e) The DBC shall include Substitution Requests, if any, on the agenda topic at the Owner's meetings and advise the University immediately of any delays in the Substitution Request process.

3B.2.5.6 Project Photographs:

The General Conditions (Section 00700) require the DBC to submit Progress photographs monthly in sufficient detail to properly record the work.

3B.2.6 Quality Assurance/Inspection

- (a) The DBC shall inspect the Work of the Sub-Contractors to guard the University against defects and deficiencies in the Work and shall coordinate this activity with the onsite duties of the Architect. He 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 DBC shall provide one (1) set of all inspection reports (in binder form) to the UMBC Project Manager with the monthly report.

The DBC shall provide for and administer all third party inspection and testing as specified in the Construction Documents under the established University allowance for this purpose.

- (b) The University shall, in all cases, make final interpretation of the Contract Documents and rule on compliance of the Work. This provision specifically supersedes anything to the contrary in the Standard General Conditions of Construction Contract.

- (c) Quality Assurance/Inspections is an area of utmost importance to the University. Although it is the contractual obligation of both the Architect/Engineer and the DBC to guard the University against defects and deficiencies in the Work, it is expected that the University will participate in this process.

It is anticipated that personnel from UMBC's Office of Facilities Management and/or the site inspector from UMB's Office of Facilities Management will attend inspections and testings. It is the responsibility of the DBC to advise the UMBC Project Manager of scheduled testings and inspections with sufficient advance notice (a minimum of 2 weeks).

In addition, the DBC is to include on the agenda of all bi-weekly progress meetings a review of upcoming inspections and tests and attach a list of these with the minutes of such meetings.

3B.2.7 Construction Phase Commissioning

- (a) *Commissioning Plan*: Implementation of the Commissioning Plan developed during the design of the project with the third party Commissioning Agent providing the following services:
- (b) *Submittals*: Review and comment on submittals applicable to all systems being commissioned, providing comments to the University and DBT on the systems to be commissioned and ensuring the comments are addressed.
- (c) *Verification of installation and performance of commissioned systems*:
- (d) *Conduct regular commissioning meetings* during the construction phase. Issues of discussion shall include commissioning schedule, progress of commissioning activities, review of findings and required corrections, TAB coordination, etc.
- (e) *Conduct inspection of commissioned systems* as required.
- (f) *Create and maintain a commissioning log tracking* activities, responsibilities and deficiencies. Ensure all deficiencies are corrected.
- (g) *Review start-up procedures and attend* start-ups for major equipment.
- (h) *Provide functional test forms customized* to the building. *Review completed forms* and comment as needed.
- (i) *Review Testing and Balancing Report*.
- (j) *Review O&M manuals* associated with the commissioned systems.
- (k) *Report*: Prepare the Commissioning report.

(l) *LEED:*

- Verify that the requirement for training is completed as required by LEED.
- Review DBC training schedule and verify timely implementation.
- Complete the LEED-online template and/or provide commissioning documentation required to A/E for submission to USGBC for LEED certification to achieve LEED Silver certification

3B.2.8 Project Safety

- (a) The DBC shall develop and implement a project safety program in accordance with the Section 00700 General Condition and applicable regulations.
- (b) He 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.

3B.2.9 Change in Scope and Change in GMP

- (a) The University unilaterally at any time by written order (via a change order amendment) may make changes within the general scope of the work to be performed under the Contract.
- (b) Changes in the scope of work to be performed during the Construction Phase shall be governed by Section 00700 General Conditions, as supplemented by the provisions of this Section 00400 inclusive of no mark-up of any type by the Design-Build Contractor on change order work. Notwithstanding anything in that Section 00700, the provisions thereof shall apply only to work to be performed in the Construction Phase.
- (c) The DBC shall notify the University in writing with detailed cost supportive data (and copy to Architect) if an apparent change in scope or design will require a change in the DBC's contract.
- (d) It is understood and agreed that refinement may be accomplished from time to time with respect to the drawings and specifications. No adjustment in the DBC's contract or the Scheduled Completion Date shall be made unless such refinement or detailing results in changes in the scope and/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.

No change order expenditures can be made against this contract without written approval by the University's designated representative via the issuance of a change order amendment to the DBC's contract by UMBC's Office of Procurement Services.

- (e) The University will review the DBC's analysis and cost data and advise the DBC of their findings. The University and DBC 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 DBC's contract. The DBC shall notify the Architect and the University of such changes before trade change order proposals for the work associated are requested.
- (f) Changes to the DBC's contract will only be made as a result of University approved decisions with the issuance by UMBC's Procurement Office of a contract order amendment to the DBC's contract or letter of authorization.
- (g) The DBC shall develop and implement a system for review, negotiation, and processing of proposed Change Orders. He shall, with complete supporting data, recommend necessary or desirable changes to the University for approval. In the DBC's review of change order proposals in excess of \$25,000, the University expects the CM's supporting documentation to include the DBC's written estimate for each trade cost that exceeds \$25,000 within the change order. For example, if the change order proposal is \$56,000 and consists of \$5,000 for the painting contractor, and \$10,000 for the drywall contractor and \$41,000 for the plumbing contractor, the DBC would need to include its cost estimate for the plumbing contractor's work only.
- (h) There will be no DBC mark-up for any change order work. Rather, change order proposals will consist of actual costs only; that is, trade contractors, change order proposals and General Conditions items, if applicable, only.

3B.2.10 Shop Drawing Review/Processing

- (a) The DBC will be responsible for logging all shop drawings/submittal prior to submission to the University and the Architect utilizing UMBC's e-Builder software. The DBC is to insure that shop drawing/submittals packages are submitted in an appropriate manner and, if not, return them to the Trade Contractor for proper submission.
- (b) The DBC shall utilize UMBC e-Builder software for review, acceptance or rejection, and processing of all shop drawings/submittals.
- (c) The DBC 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 [minimal time frame for this review is three (3) weeks].
- (d) The DBC 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.
- (f) The DBC shall develop a shop drawing/submittal aging report which is to be submitted to the UMBC Project manager at each bi-weekly progress meeting.
- (g) The DBC shall provide coordinated drawings as indicated in Section 00400, Article 3.

3B.2.11 Project Site Documents

The DBC 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 thereto which arise out of the contract or the Work.

3B.2.12 Claims Avoidance/Resolution

- (a) The DBC is to advise the University, as necessary, on construction issues so as to avoid disputes. Such advice is to be provided on a timely basis.
- (b) If claims/disputes arise, the DBC will provide the University with assistance as requested including, but not limited to, cost assessments, documentation review, and contract review and make recommendations accordingly.

3B.2.13 Contract Close Out

- (a) The DBC is responsible for compliance with all Contract Close Out items per the Contract Documents. He shall obtain data from Trade Contractors and maintain a current set of record drawings, specifications and operating manuals.
- (b) With mechanical and electrical equipment, the DBC is to obtain the Operating & Maintenance (O&M) manuals at least four (4) months prior to the demonstration for such equipment. These O&M manuals are to be sent to the UMBC Project Manager who is to forward one (1) set to UMBC's Operations & Maintenance staff for review prior to the equipment demonstration.
- (c) The DBC is to work closely with the UMBC Procurement Office as to the procedures and schedule for Contract Close Out and its contractual obligations.
- (d) At the completion of the Project, the DBC shall deliver all such records to the University along with completion set of as-built drawings for approval by the Architect. The DBC is also responsible for providing record drawings prepared by the A/E.

3B.2.14 Reports

- (a) The DBC shall provide to the University on a monthly basis (every 30 days beginning 30 days from the issuance of the Notice to Proceed) or at the University's request, a written report inclusive of the items noted below.
- (b) Within ten (10) days of issuance of the Notice to Proceed, the DBC is to submit to the University the report formats for each of these and prior to implementation the DBC must obtain the University's approval of these formats.
- (c) The monthly report by the DBC 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.

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 order 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 and/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.

3B.2.15 Warranty Period

- (a) Respond to the University's requests for obtaining and management of trade contractors' warranty services, as needed.
- (b) Schedule, attend and participate in a warranty inspections eleven (11) months after substantial completion.
- (c) Schedule, manage and coordinate with the University the post-substantial completion activities and services specified in the Construction Documents.

3B.2.16 Date of Completion

The Work and services under this Contract shall be scheduled for the time period necessary to permit the design and construction completion and successful final inspection of the Project within eighteen (18) months from the date of issuance of the Notice to Proceed (NTP). Time is of the essence.

END OF SECTION 00400, ARTICLE 3, PART B - SCOPE OF WORK

END OF SECTION 00400

SECTION 00700

UMBC GENERAL CONDITIONS FOR DESIGN BUILD

OCTOBER 2019

(AVAILABLE AT <https://umbc.box.com/s/w6dx1vlyvbij8amjbv044z9csit4p8i5>)

SECTION 701

GENERAL CONDITIONS GUIDELINES AND COSTS

SECTION 701 - GENERAL CONDITIONS GUIDELINES AND COSTS

A. GENERAL CONDITIONS GUIDELINES

1. The DBC shall provide a price for the General Conditions for the Project in its Price Proposal. The Proposers' General Conditions price shall include the indicated allowance(s) with a separate pricing for (a) On Site Staff Reimbursables (based on the specific positions identified below in B, 1.1 and (b) non-personnel General Conditions with breakout prices for the DBC's performance and payment bond (based on the DTD amount) and insurance.
2. This section provides DBCs with guidelines on General Conditions costs. This section does not attempt to identify every General Conditions item. It is the DBC's responsibility to include all General Conditions items required to complete the Project.
3. This section identifies items that are to be included as allowances in the DBC's Price Proposal. Refer to Section 00100 in this Solicitation for the definitions of allowances.
4. General Conditions costs related to any change orders to the DBC contract will be reviewed on an individual, change order basis. A determination will be made as to the need for requested General Conditions increases related to each specific change order. The DBC is not to expect that any change order will allow for an increase in General Conditions costs; rather any requested General Conditions on change orders will be negotiated on a case by case basis.
5. For the purposes of submitting a Price Proposal, Proposers shall separate General Conditions costs and Design/Build fees. This section also identifies costs that Proposers shall assume to be included in Trade Contracts. The University may negotiate the movement of these items in or out of Trade Contracts at a later date. The DBC shall calculate its Price Proposal for General Conditions in strict compliance with this section.
6. Costs associated with the DBC's main office or main office personnel, including the costs associated with the use of items or equipment of the main office, shall not be included in General Conditions. All such costs are deemed to have been included in the fixed fee for Design/Build Services.
7. Payment for General Conditions will be made based on actual expenditures only. Receipts and/or other University approved documentation to support the expenditure must be submitted to the University/Owner Representative with the invoice.
8. The DBC shall ensure that Trade Contractors comply with any requirements regarding noise, traffic control, clean up, and work hour restrictions as required for this Project.
9. DBC shall use the prevailing information wage rates included in this Solicitation for estimating any labor costs that are part of General Conditions, as appropriate.

B. GENERAL CONDITIONSEXPENSES

Unless noted otherwise, General Conditions shall include, but not be limited to, the following items:

1. DBC Staff/ Personnel:

- 1.1 Staffing of the Project with qualified personnel required for the effective management of the Project. The on-site field staff are **limited** to the **following positions:** (1) Project Manager, (2) Project Engineers, (3) Field Superintendent, (4) Project Closeout Engineer, (5) Field Clerk/ Document Control Person, (6) Field Accountant, (7) Quality Control Manager, and (8) Laborers. It is the DBC's discretion as to whether these are full time or part time positions with the exception of the Project Manager and Field Superintendent who must be a full time employee.

Notes:

1) For any salaried position, the University will reimburse for forty (40) hours per week for each position; therefore, the quoted billing rate should be based on this maximum number of hours allowed per week.

(2) Prevailing wage rates apply for some positions (e.g. Laborer); since these rates will be provided by addendum as Section 00830, the Proposer is to include such costs in its quoted on-site Staff Reimbursable.

(3) The *Quality Control Manager* is an on-site staff reimbursable position with the following duties: (a) Manage the Quality Control (QC) Plan as specified, (b) conduct QC meetings for each definable feature of work, (c) ensure that the process for quality control is occurring, including testing, inspections, mock-ups and the identification and correction of deficiencies, (d) 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 properly completed, and (e) ensure the overall compliance of the work with the contract documents. The QC Manager shall have not less than 6 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. Individual shall have experience in areas of hazard identification and safety compliance. The QC manager may not also serve as the Project Manager or Field Superintendent.

- 1.2 Out-of-town travel expenses for field personnel related to off-site equipment, materials inspections, including hotel, meals, and transportation. Costs associated with field personnel relocation and/or living expenses due to his/her assignment on the University's Project are not allowable for reimbursement.

- 1.3 Adequate field supervisory and on-site staff for one (1) month after Substantial Completion to allow the expeditious completion of the punch list, project close out, and financial close out, including submission of the final GMP report

- 1.4 Adequate field supervisory and on-site staff for effective management of record keeping and tracking of recycled content of materials and products utilized, and recycling of waste materials. The required documentation from the DBC and Trade Contractors shall be submitted to the University.
- 1.5 Main office personnel, including the Project Executive, and on-site staff positions not specifically identified in this Section are not included in General Conditions regardless of the physical location of the personnel, and shall be included in the DBC Construction Fee. Some examples of non-eligible costs are information technology personnel, financial or accounting personnel, safety personnel, estimators and schedulers, regardless of their physical location.
- 1.6 Bonuses of any type are not eligible as General Conditions.
- 1.7 Costs for on-site field staff will be paid on a reimbursable basis in accordance with the actual hours worked and the quoted hourly billing rate for each position (with some exceptions as noted below*). The quoted hourly rates for on-site staff/field personnel shall be based on Direct Personnel Expenses [raw employee costs (direct salary) plus actual burden costs which are limited to auto allowance, bonus, FICA, SCUTA, FETA, 401K, vacation leave, sick leave, holidays, jury duty leave and bereavement leave] with no employee overhead mark-up. These rates are to include automobile/travel expenses except those identified in 1.2 above. The quoted hourly billing rates are to include, but not be limited to, all of these costs and are the rates to be used for billing for on-site DBC personnel.
- 1.8 Costs for non-personnel General Conditions will be paid on a reimbursable basis based on actual costs with the appropriate documentation. These items included, but are not limited to, those noted in Section B. below.
- 1.9 The DBC is to also include the following University allowances within its non-personnel General Conditions: (1) third party testing and inspection services in the amount of \$20,000; and, (2) Building Commissioning agent services in the amount of \$40,000.
2. **Vehicles**
 - 2.1 Expenses for vehicles utilized by field personnel on site only including lease, insurance, maintenance and repair costs, and the cost of gas or fuel.
 - 2.2 If the Field Superintendent is provided with a pick-up truck or similar vehicle to use on the site and for travel to and from the job site each day, the costs associated with this vehicle are allowable; however, the monthly costs must be identified in the GMP submittal and approved by the University.

3. **Safety and Site Security:**

- 3.1 The DBC shall establish and maintain an on-site safety program throughout construction.
- 3.2 First aid supplies/station, fire extinguishers, visitor and DBC personnel hardhats and goggles, safety signage, safety lights and security locks.
- 3.3 The provision, installation and maintenance of safety devices, including safety railings and barricades, door and window closures, fall protection, partitions, stairs, signage, site fencing around the limits of disturbance, covered walks/canopies, traffic control devices, and other safety devices.
- 3.4 Flagmen and the services of a security company, if needed, which would provide on-site security personnel and other measures to maintain the site security through the project construction phase.
- 3.5 Costs associated with DBC's safety personnel are not in General Conditions regardless of the personnel's physical location and shall be included in the DBC Construction Phase Fee. Some examples of personnel that are not in General Conditions are safety program manager, training personnel, inspection personnel, and other safety personnel. If the DBC elects to engage a third party to manage and oversee its safety program, these costs are not in the General Conditions and shall be included in the DBC's Construction Phase fee.

4. **Temporary Field Facilities and Services:**

- 4.1 Set up, removal, and monthly rent for field office trailers. If the DBC is providing a field trailer(s) owned by the DBC, it will require the approval of the Procurement Officer based on an analysis conducted by the University to determine if this is the most cost effective approach for the Project.
- 4.2 Utilities for the trailer including electrical, heating equipment, water, sewer and associated connections (other than University supplied electricity).
- 4.3 Provide field office communication services for land telephone and its voice mail, cellular phones, two-way radios and internet connections.
- 4.4 Cleaning and security alarm systems for DBC field office.
- 4.5 Temporary toilets/sanitary facilities, including paper products.
- 4.6 Project sign(s) identifying the Project, and construction signage as required for directional or traffic control purposes. See Section 00700 for the specifics on the project sign.
- 4.7 Installation and maintenance of temporary roads, as needed
- 4.8 Provide progress photos throughout the project construction phase(s) to document the project and any special conditions and as required in the Solicitation.

5. **Field Offices' Equipment and Software:**

- 5.1 The DBC's field office equipment shall include at least one copy machine; one scanner; one digital camera; the software associated with this equipment; office furniture for personnel; and a table and chairs for a 12-person conference room. If any furniture or equipment is newly purchased, it is to be turned over to the University, if requested, at the completion of the Project).
- 5.2 Maintenance and repair of field office equipment for DBC on-site field representative(s).
- 5.3 Computer equipment; computer software; software support provided by DBC's personnel or by an independent company; and maintenance and repair of field office computer equipment.
- 5.4 Personal electronic devices are *not included* in General Conditions.

6. **Field Offices' Supplies and Postage/Shipping:**

- 6.1 Field office supplies and postage/shipping.
- 6.2 Postage, shipping, and deliveries of submittals, reports, and other required deliveries during construction.

7. **Project Documentation and Reproduction during Construction:**

- 7.1 The project team will utilize the UMBC's Project Management software, e-Builder, to process, review and approve project documentation during construction.
- 7.2 Other miscellaneous field reproduction costs, such as correspondence, close-out documents, record documents.

8. **Temporary Utilities:**

- 8.1 Temporary power; temporary power for lighting; temporary water, sewer, gas, and building heat required from NTP for Construction to Substantial Completion (or beneficial occupancy if not on the same day).
- 8.2 Set up and maintenance of temporary utilities, including temporary meters, shall be included in Trade Contracts.
- 8.3 Temporary building heat is the responsibility of the Mechanical Contractor and shall be included in this trade contractor's contract. Temporary heat for specific trade work such as concrete and masonry shall be included in the respective Trade Contractors' contracts.
- 8.4 Temporary lighting installation, such as wiring, fixtures, fittings, lamps, secondary panels, and other devices, is the responsibility of the Electrical Contractor and shall be included in this trade contractor's contract.

8.5 DBC shall ensure proper use of these services and prevent waste and excesses by their personnel or by the Trade Contractors.

9. Waste Management and Cleaning

9.1 Daily site clean-up, trash and recycling collection and removal inclusive of rubbish chutes (if applicable) which must practically remain outside of the trade/subcontractors' contracts. Labor cost for management of the daily site cleaning and trash collection shall be included under Part B Paragraph 1 in this section.

9.2 Daily and rough cleaning is not in General Conditions, and shall be in the Trade Contractors' contract.

9.3 Regular trash and recycling collection to the dumpster locations on the project site shall be in a Trade Contractors' contracts.

9.4 Final cleaning including, but not limited to, floors, walls, windows/glass cleaning and hardware. (University's preference is to use the University's housekeeping contractor who is familiar with the University's requirements and products).

10. Weather and Other Protection

10.1 Protection of existing facilities, where applicable, and protection of finished work shall be included in Trade Contractors' contracts.

10.2 Protection of adjacent property, buildings, utilities and elevator cabs.

10.3 Temporary weather and dust protection (that which practically remains outside of Trade Contracts) as may be required during construction.

10.4 Site snow removal, as may be required during construction.

10.5 Materials for maintenance of erosion control after the end of the Site Trade Contractor's maintenance.

10.6 Pumping and dewatering shall be included in the applicable Trade Contractor's contract.

11. Material Handling

11.1 Cranes, hoists, and crane and hoist operators shall be assumed to be in Trade Contractors' contracts.

11.2 Job site elevator, as applicable.

11.3 Establish and maintain an appropriate shipping/receiving system.

12. **Elevator Operators**

12.1 Elevator operators after receipt of a temporary elevator permit.

12.2 Elevator operators shall be assumed to be in a Trade Contract prior to receipt of a temporary elevator permit.

13. **Miscellaneous Materials and Small Tools:**

13.1 Miscellaneous materials, small tools, surveying equipment, and other types of equipment as may be required for use by the DBC's field staff only.

13.2 Provide miscellaneous materials.

14. **Permits and Fees**

14.1 Acquired required permits except that the cost of the plumbing and gas fitting permit shall be borne by the Plumbing Trade Contractor.

15. **Insurance, and Performance and Payment Bonds:**

15.1 Required insurance (liability, workmen's compensation, and builder's risk) and bonds (100% performance and payment) for the Construction Phase of the Project.

15.2 These costs are to be included in the DBC's quoted General Conditions with a breakout cost for each.

15.3 These costs shall be based on the DTD amount identified in the Solicitation.

16. **Professional and Special Services:**

16.1 Surveyors services (e.g. site surveys, building and site layouts, etc.) as required by the Construction Documents.

16.2 Third Party Testing and Inspection services (under the identified University allowance).

16.3 Scheduling services, whether provided by the DBC's in-house personnel or by a consultant, are not included in the General Conditions and shall be included in the DBC Construction Phase Fee.

16.4 Intentionally omitted.

- 16.5 Legal services required by the DBC are not included in General Conditions. Any and all costs for legal services for any eventuality shall be included in the DBC Construction Phase fee.
- 16.6 Any other services not specifically named are not included in General Conditions and shall be included in the DBC Construction Phase fee.
- 17. **Close Out/De-Mobilization:**
 - 17.1 Punch list clean-up inclusive of patching and re-painting, as needed.
 - 17.2 Restoration of the site, as applicable, inclusive of repair of pavement and sidewalks.
 - 17.3 Final lien releases for all trade contracts.
 - 17.4 Record set of drawings prepared by the A/E based on the as-built drawings.
 - 17.5 One copy of the project files and records for University archives, in the required format.
 - 17.6 Final project construction costs in both CSI format and Building Component format.

18. GENERAL CONDITIONS COSTSMATRIX

This matrix provides a general summary of the requirements of this section, but does not supersede the requirements of this section, nor does it include all the requirements of this section.

#	Category (Section 701 - Part B)	In General Conditions	In DBC Construction Phase Fee	In Trade Contract(s)	Comments
1	DBC On-Site/Field Personnel (#1)	Specifically named positions	Positions not specifically named	N/A	
2	DBC Vehicles (#2)	X			See #2.2 for notes on vehicle for the Field Superintendent
3	Safety & Site Security	X	X (DBC safety personnel)		See #3.5 as DBC safety personnel
4	Temporary Field Facilities & Services	X			See #4.1 for notes on DBC-owned trailer
5	Field Offices' Equipment and Software	X			Excludes personal electronic devices and see #5.1 for note on newly purchased items.
6	Field Offices' Supplies and Postage/Shipping	X			
7	Project Documentation and Reproduction	X			
8	Temporary Utilities			X	
9	Waste Management and Cleaning	X		X (Daily and rough cleaning and collection to dumpsters)	
10	Weather and Other Protection	X		X (existing facilities and finished work and pumping and dewatering)	

#	Category (Section 701 - Part B)	In General Conditions	In DBC Construction Phase Fee	In Trade Contract(s)	Comments
11	Material Handling	X (Job site elevator and shipping/receiving system)		X (cranes, hoist and operators)	
12	Elevator Operators	X (after receipt of temp permit)		X (prior to receipt of temp permit)	
13	Miscellaneous Materials and Small Tools	X (for use by DBC field staff only)			
14	Permits and Fees	X		X (plumbing and gas fitting permits only by Plumbing Contractor)	
15	Insurance and Bonds	X			
16	Professional and Special Services	X (surveying and 3 rd party testing and inspections and BIM services, if applicable)	X (scheduling, legal and any other not named)		

END OF SECTION 701

SECTION 00800

PREVAILING WAGE RATES

Prevailing Wage Rates will be issued via Addendum.

Attachment A
Technical Proposal Forms

The following forms must be included within the Technical Proposal. However, please refer to Section 00300 for further required contents of the technical proposal. Completion of these forms is not the entire technical proposal.

- DB Team Organization Form
- DBT Working Relationships of DBT Firms Form
- Key Personnel Forms (DBC and A/E)
- Prior Working Relationships among Key Personnel Form
- DBC Matrix of On Site Staff Hours Form
- DBC Firm Experience Form
- A/E Firm Experience Form
- DBC Annual Sales Volume/Number of Projects Form
- DBC Current Workload Form
- Professional Liability Insurance Form
- License Documentation Forms (Firms/Individuals)
- MBE Attachment Forms C1-A, Part 1 (Instructions), Part 2 (MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule) and Part 3 (MBE Participation Schedule)
- Bid/Proposal Affidavit
- Acknowledgement of Receipt of Addenda Form (as applicable)

It is the Proposer's responsibility to thoroughly review the Solicitation, in particular Section 00300, to ensure all required contents are submitted.

DESIGN BUILD TEAM ORGANIZATION FORM

FIRM NAME	SERVICES TO BE PROVIDED	BASIS FOR SELECTION (e.g. why selected, factors considered such as design/build experience, project experience, experience with other team members, etc.)
_____ Prime A/E Firm		
_____ Landscape Architect		
_____ Interior Design Firm		
_____ Structural Engineering Firm		
_____ Civil Engineering Firm		
_____ Mechanical Engineering Firm		
_____ Electrical Engineering Firm		
_____ Plumbing Engineering Firm		
_____ Fire Protection Engineering Firm		
_____ Permanent Modular Construction Specialist		
_____ Other		

UMBC HEALTH SERVICES AND COUNSELING BUILDING PROJECT - RFP #BC-21167-C

Proposer: _____

WORKING RELATIONSHIP OF PROPOSED DBC TEAM FIRMS

Project Information*	DBC	Prime A/E	Landscape Architectural Firm	Interior Design Firm	M/E/P Engineering Firm	Structural Engineering Firm	Civil Engineering Firm	Permanent Modular Construction Specialty Firm	Fire Protection Engineering Firm

*Project Information is to include project name, contract amount, type of facility, setting and year completed.

RFP FOR UMBC HEALTH SERVICES & COUNSELING BUILDING PROJECT

RFP #BC-21167-C

KEY PERSONNEL FORM – Page 1 of 5

Proposing Firm: _____

1. PERSON'S NAME: _____

We confirm this person is available all day on December 12 and 13, 2019 for the Interview Session:
 ___ Yes or ___ No, if No, explain: _____

2. POSITION TO BE ASSIGNED:

_____ DBC PROJECT MANAGER

_____ A/E PROJECT MANAGER

_____ DBC FIELD SUPERINTENDENT

_____ PROJECT ARCHITECT

_____ CIVIL ENGINEER

_____ PERMANENT MODULAR CONSTRUCTION
SPECIALIST

3. OTHER PROJECTS/CURRENT WORKLOAD: To which this person will be assigned during same time period as the schedule of UMBC's Project:

Project Name & Geographic Location	Role	% Time	Anticipated Completion Date of Person's Assignment

4. EDUCATIONAL BACKGROUND:

Institution	Degree/Diploma/Certificate	Major (if any) and Date of Degree or Diploma

5. EMPLOYMENT HISTORY*: (*NOTE: If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.)

5.1 CURRENT EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

Position Held	Duration by Date(s)

**UMBC HEALTH SERVICES AND COUNSELING BUILDING PROJECT-RFP #BC-21167-C
KEY PERSONNEL FORM – Page 2 of 5**

Proposing Firm: _____ **PERSON'S NAME:** _____

NOTE: If a Proposer finds the space provided on this form to be insufficient, he can attach additional pages to this form as he finds appropriate and just indicate on this form to see attached pages.

5.2 **PRIOR EMPLOYER'S NAME:** _____

DATES OF EMPLOYMENT: _____

Position Held	Duration by Date(s)

5.3 **PRIOR EMPLOYER'S NAME:** _____

DATES OF EMPLOYMENT: _____

Position Held	Duration by Date(s)

5.4 **PRIOR EMPLOYER'S NAME:** _____

DATES OF EMPLOYMENT: _____

Position Held	Duration by Date(s)

**UMBC HEALTH SERVICES AND COUNSELING BUILDING PROJECT-RFP #BC-21167-C
KEY PERSONNEL FORM – Page 3 of 5**

Proposing Firm: _____ **PERSON'S NAME:** _____

6. **SIMILAR RELEVANT PROJECT EXPERIENCE/REFERENCES:** Provide a **full** description of Key Person’s project experience, including their role on the project and the services they performed on the project during pre-construction and construction, as applicable. (Note: As indicated in the Solicitation, references are to be **project/contract references not employment references**; that is, the University is interested in speaking to a Project Owner (preferably) or the A/E regarding the person's performance on a particular project.) Per the Solicitation, the University will contact the references provided below as part of the second phase evaluation.

6.1 **PROJECT #1:** _____ **(NAME)**

Project Reference Contact Person and Title	
Company/Organization	
Telephone Number	
Contact Person’s Role	
Project Schedule (Month/Year for Start to Finish)	
Construction Dollar Amount	\$
Project GSF	
Project Delivery Method (CM at Risk, Design/Build (open or closed book), Design-Bid-Build, or other (name)	
Proposed Key Person’s Role on the project	
Duration the Proposer’s Key Person was on the project	
Explanation if Proposer’s Key Person was not on the project for the full duration	

DESCRIPTION OF THE CONTRACT/PROJECT: _____

HOW/WHY IS THIS PROJECT SIMILAR/RELEVANT TO THE UNIVERSITY’S PROJECT?

UMBC HEALTH SERVICES AND COUNSELING BUILDING PROJECT - RFP #BC-21167-C
KEY PERSONNEL FORM – Page 4 of 5

Proposing Firm: _____ **PERSON'S NAME:** _____

7.2 **PROJECT #2:** _____ **(NAME)**

Project Reference Contact Person and Title	
Company/Organization	
Telephone Number	
Contact Person's Role	
Project Schedule (Month/Year for Start to Finish)	
Construction Dollar Amount	\$
Project GSF	
Project Delivery Method (CM at Risk, Design/Build (open or closed book), Design-Bid-Build, or other (name))	
Proposed Key Person's Role on the project	
Duration the Proposer's Key Person was on the project	
Explanation if Proposer's Key Person was not on the project for the full duration	

DESCRIPTION OF THE CONTRACT/PROJECT: _____

HOW/WHY IS THIS PROJECT SIMILAR/RELEVANT TO THE UNIVERSITY'S PROJECT?

UMBC HEALTH SERVICES AND COUNSELING BUILDING PROJECT - RFP #BC-21167-C
KEY PERSONNEL FORM – Page 5 of 5

Proposing Firm: _____ **PERSON'S NAME:** _____

7.3 **PROJECT #3:** _____ **(NAME)**

Project Reference Contact Person and Title	
Company/Organization	
Telephone Number	
Contact Person's Role	
Project Schedule (Month/Year for Start to Finish)	
Construction Dollar Amount	\$
Project GSF	
Project Delivery Method (CM at Risk, Design/Build (open or closed book), Design-Bid-Build, or other (name))	
Proposed Key Person's Role on the project	
Duration the Proposer's Key Person was on the project	
Explanation if Proposer's Key Person was not on the project for the full duration	

DESCRIPTION OF THE CONTRACT/PROJECT: _____

HOW/WHY IS THIS PROJECT SIMILAR/RELEVANT TO THE UNIVERSITY'S PROJECT?

8. **ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):**

NOTE: If a Proposer finds the space provided to be insufficient, he/she can attach additional pages to this form as he finds appropriate and just indicate on this form to see attached pages.

**ANTICIPATED NUMBER OF HOURS
FOR DBC ON SITE STAFF
UMBC HEALTH SERVICES & COUNSELING BUILDING PROJECT
RFP #BC-21167-C**

Proposer's Name: _____

Proposers are to provide the anticipated number of hours for the on-site staff. *Per the Solicitation, only those positions listed below will be considered by the University to be staff reimbursable positions. Any other CMAR position during the construction phase not included below is not an on-site staff reimbursable position; therefore, the CMAR firm must include any costs associated with such other positions (such as estimators) in its CM Construction Phase fee.

Position*	Anticipated Total Hours (based on 2080 hours./year)
Project Manager	
Field Superintendent	
Project Engineer (A/S/C)	
Project Engineer (M/E/P)	
Clerk/Document Control Person	
Field Accountant	
Quality Control Manager**	
Project Close Out Engineer**	
Test Engineer	
Commissioning Agent	See allowance
Laborer (prevailing wage rate applicable)	
Total Hours	

****Note:** The University's intent is that the Project Close Out Engineer be "fresh eyes" to facilitate the close out process; therefore, this position cannot be someone who has been assigned to another position on the CMAR team during the construction phase. This position is to commence its work at least four (4) months prior to the substantial completion date.

The Quality Control Manager cannot be the Senior Project Manager, Project Manager or Field Superintendent.

PROPOSER: _____

PROJECT NAME: _____

TRADES INCLUDED: (check all that apply)

Mechanical (HVAC) (name system type: _____) Electrical Carpentry Plumbing Drywall Acoustical Flooring Painting

Telecommunications Casework Fire Protection Masonry Concrete ATC Carpeting Audio/Video Window

Structure (Name type of structural system or if permanent modular building: _____)

Computer Cabling Site Work Utilities Other: _____

SITE CONSTRAINTS (Please describe): _____

LIST BELOW ALL PROPOSED DBC TEAM MEMBERS WHO WORKED ON THIS JOB BY NAME AND POSITION:

PROPOSED DBC TEAM MEMBER	POSITION HELD ON THIS PROJECT
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

NOTE: HIGHER CONSIDERATION IF PROPOSED TEAM MEMBERS HAVE WORKED ON THIS PROJECT.

UMBC HEALTH SERVICES AND COUNSELING BUILDING PROJECT

**A/E FIRM EXPERIENCE FORM
PAGE 1 OF 2**

PROPOSER: _____

PROJECT SUBMITTED BY: **Prime A/E (3 required)** **Permanent Modular Construction Specialist (2 required)**
(Check as applicable)

PROPOSER:	PROJECT OWNER'S NAME:
PROJECT NAME:	ADDRESS:
START DATE:	CONTACT PERSON:
COMPLETION DATE:	TELEPHONE NUMBER:
PRIME ARCHITECT:	MECHANICAL/ELECTRICAL ENGINEERING FIRM:
LANDSCAPE ARCHITECT FIRM:	CIVIL ENGINEERING FIRM:
DELIVERY METHOD: <input type="checkbox"/> GC <input type="checkbox"/> CMAR <input type="checkbox"/> D/B	STRUCTURAL ENGINEERING FIRM:
CONTRACTOR'S CONSTRUCTION CONTRACT AMOUNT:	TOTAL GROSS SQUARE FOOTAGE:

BRIEF BUT DETAILED DESCRIPTION OF THE PROJECT INCLUDING BUT NOT LIMITED TO (i) TYPE OF PROJECT (NEW, RENOVATION, ADDITION, ETC.), (ii) PROJECT SCHEDULE AND (iii) SETTING.	SIMILARITIES OF PROPOSER'S PROJECT TO THE UNIVERSITY PROJECT
_____	_____
_____	_____
_____	_____

PROPOSER: _____

PROJECT SUBMITTED BY: _____ Prime A/E (3 required) _____ Permanent Modular Construction Specialist (2required)
(Check as applicable)

TRADES INCLUDED: (check all that apply)

- Mechanical (HVAC) (name system type: _____) Electrical Carpentry Plumbing Drywall Acoustical Flooring Painting
 Telecommunications Casework Fire Protection Masonry Concrete ATC Carpeting Audio/Video Window
 Structure (Name type of structural system or if permanent modular building: _____)
 Data Cabling Site Work Utilities Other: _____

SITE CONSTRAINTS (Please describe): _____

LIST BELOW ALL PROPOSED DBT MEMBERS WHO WORKED ON THIS JOB BY NAME AND POSITION:

PROPOSED AE MEMBER(S) ON DBT	POSITION HELD ON THIS PROJECT
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

NOTE: HIGHER CONSIDERATION IF PROPOSED AE TEAM MEMBERS HAVE WORKED ON THIS PROJECT.

**UMBC HEATH SERVICES AND COUNSELING BUILDING PROJECT
RFP #BC-21167-C**

**DESIGN BUILD CONTRACTOR
ANNUAL SALES VOLUME/NUMBER OF PROJECTS**

PROPOSER: _____

Year	Sales \$ Volume	# of Completed Projects	Largest Project Size	Largest Design/Build Project	CM at Risk (CMAR) %	Design/Build – Open Book %	Design/Build –Closed Book %	GC %	*Other: %
2016	\$		\$	\$	%	%			%
2017	\$		\$	\$	%	%			%
2018	\$		\$	\$	%	%			%

Is the proposing firm the local office of a parent company? ____ Yes ____ No

If yes, please verify below that the above figures reflect the sales data for the local office that will manage this contract, not the parent company:

*Describe "Other":

**UMBC HEALTH SERVICES AND COUNSELING BUILDING PROJECT - RFP#BC-21167-C
DESIGN/BUILD CONTRACTOR - CURRENT WORKLOAD**

PROPOSING FIRM: _____

Below find a list of the current projects on which our firm is committed, the dollar volume of each, % complete, the date of anticipated completion and whether bonds are applicable.

PROJECT NAME	DOLLAR AMOUNT	% COMPLETE	ANTICIPATED COMPLETION DATE (MONTH/YEAR)	BONDED YES/NO	ASSIGNED PROJECT MANAGER	ASSIGNED FIELD SUPERINTENDENT
	\$					
	\$					
	\$					
	\$					
	\$					
	\$					
	\$					
	\$					
	\$					

Based on this current workload, provide a description of proposing firm's ability to accomplish the proposed services on this project within required time frame:

PROFESSIONAL LIABILITY INSURANCE FORM

PROPOSER (DBC FIRM): _____

PRIME AE FIRM: _____

Firm's statement of professional liability insurance coverage including current and/or proposed additional coverage to be guaranteed if awarded the project must be inserted below. The firm recommended for appointment will be required to submit evidence of \$5M professional liability insurance coverage prior to execution of the contract. Failure to complete the insurance information may result in your firm being disqualified from further consideration for this project.

Dollar Value: \$ _____

Expiration Date: _____

Insurance Company: _____

Comments (if any):

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

LICENSE DOCUMENTATION – KEY PERSONNEL

PROPOSER (DBC FIRM): _____

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

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

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

Position	Name of Individual	License #	State of Licensure
Principal			
Architect-Design			
Architect-Technical			
Interior Designer			
Landscape Architect			
Mechanical Engineer			
Plumbing Engineer			
Electrical Engineer			
Structural Engineer			
Civil Engineer			
Fire Protection Engineer			
Other: _____			

Notes and Supplemental Information: _____

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

The foregoing is a statement of facts.

Signature: _____

Typed Name & Title: _____

Date: _____

LICENSE DOCUMENTATION FOR FIRM

PROPOSER (DBC FIRM): _____

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

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

Discipline	Name of Firm	Name of Individual	Expiration Date of Maryland License	License #
Prime Architect				
Interior Designer				
Landscape Architect				
Mechanical Engineer				
Plumbing Engineer				
Electrical Engineer				
Structural Engineer				
Civil Engineer				
Fire Protection Engineer				

Notes and Supplemental Information: _____

BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

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

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

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

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

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

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

statement, or document;

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

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

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

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

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) §7206, Fraud and False Statements, or

(e) §7207 Fraudulent Returns, Statements, or Other Documents;

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

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

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

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)-(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-
-
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the names of the persons involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-
-

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

RFP NO.: #BC-21167-C

RFP FOR: UMBC HEALTH SERVICES AND COUNSELING BUILDING PROJECT

TECHNICAL PROPOSAL DUE DATE: WEDNESDAY, 11/13/19 ON OR BEFORE 4:00 PM VIA BOX SITE

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Signature _____

Printed Name _____

Title _____

Date _____

**MBE ATTACHMENT C-1A:
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE**

PART 1 - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

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

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

5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.
http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**
- ✓ **Regular Dealers:** Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions. Generally, a Regular Dealer will be identified as a wholesaler or supplier in the MDOT Directory.
 - ✓ **Manufacturers:** A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
 - ✓ **Brokers:** With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
 - ✓ **Furnish and Install:** The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS Code(s) to furnish and install materials necessary for successful contract completion may be counted in full.
9. **Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract. Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.
10. **CAUTION:** The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in PART 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in PART 2- for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in PART 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).
11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Overall Goal

Total MBE Participation (include all categories): 5%

PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT &

MBE PARTICIPATION SCHEDULE

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

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

1. MBE Participation (PLEASE CHECK ONLY ONE)

I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 5% percent.

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

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I **must** complete PART 3, the MBE Participation Schedule for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

Additional MBE Documentation

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

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

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

Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

ATTACHMENT B

PRICE PROPOSAL AND BID BOND FORMS

(TO BE PROVIDED VIA ADDENDUM)

ATTACHMENT C

MARYLAND BOARD OF PUBLIC WORKS SCHEDULE FOR 2020

(TO BE PROVIDED VIA ADDENDUM)

ATTACHMENT D

(TO BE COMPLETED BY THE SUCCESSFUL DBC FIRM)

UMBC's Construction Contract

Contract Affidavit

100% Performance & Payment Bonds

MBE Forms (available on Box site at

<https://umbc.box.com/s/w6dx1vlyvbij8amjbv044z9csit4p8i5>)

STANDARD FORM OF CONSTRUCTION CONTRACT
CONTRACT #21167-C

This Standard Form of Construction Contract (SFCC) is made as of the ____ day of _____
20__ by and between the University of Maryland at Baltimore County ("UMBC" and/or "University") and
_____, _____ (address), FID # __ = _____
("Contractor").

WITNESSETH:

1. The University has issued a procurement solicitation in connection with the provision of Design/Build services on UMBC's Health Services and Counseling Building Project.

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

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

1. The Contract consists of the following documents:

RFP #BC-21167-C Document dated 10/09/19;

RFP #BC-21167-C Addendum #1 dated _____;

RFP #BC-21167-C Addendum #1 dated _____;

_____ (Contractor) Technical Proposal dated _____ for the categories of Key Personnel and MBE participation only; and,

_____ 's Price Proposal dated _____.

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

2. The Contractor shall completely perform its obligations under the Contract in a timely manner.

3. The Contractor shall diligently prosecute the Work awarded for the specific task orders under this Contract.

(Signatures to be on following page)

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

_____ (Contractor)

_____ By: _____
(Witness)

Print Name: _____

Title: _____

University of Maryland, Baltimore County

_____ By: _____
(Witness)

Print Name: Terry Cook

Title: Sr. Associate Vice President for Administrative Services

BUDGETARY DATA:

Requisition No. _____

Fund: _____

Budget: _____

Approved by Board of Public Works: Item No. _____ Date: _____

Revised 9/18/96

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the contractor for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic____) (foreign____) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(2) Except as validly contested, the Contractor has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

CONTRACT AFFIDAVIT

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated _____, 20__, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____ By: _____

Note: This affidavit is a mandatory contract addendum in accordance with USM Procurement Policies and Procedures, but it is only required from the successful Contractor.

PERFORMANCE BOND

PERFORMANCE BOND

<i>Principal</i>	<i>Business Address of Principal</i>
<i>Surety</i>	<i>Obligee</i>
<i>a corporation of the State of</i>	STATE OF MARYLAND
<i>and authorized to do business in the State of Maryland</i>	<i>By and through the following</i>
<i>Penal Sum of Bond (express in words and figures)</i>	<i>Administration</i>
	<i>Date of Contract</i>
	, 20.
<i>Description of Contract</i>	<i>Date Bond Executed</i>
	, 20.
<i>Contract Number:</i>	

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

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

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

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

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

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

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

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

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

In Presence of Witness

Individual Principal

as to

(SEAL)

In Presence of Witness

Co-Partnership Principal

.....
(Name of Co-Partnership)

(SEAL)

as to By:

(SEAL)

as to

(SEAL)

as to

(SEAL)

Corporate Principal

Attest:

.....
(Name of Corporation)

.....
Corporate Secretary

By:
President

AFFIX
CORPORATE
SEAL

(Surety)

Attest:

(SEAL) By:

AFFIX
CORPORATE
SEAL

Title:

Signature

Bonding Agent's Name:

.....
(Business Address of Surety)

Agent's Address:

(Contractor shall fill in all blank spaces above this line)

Approved as to legal form and sufficiency

this . . . day of . . .

. . . 20

.....
Asst. Attorney General

PAYMENT BOND

PAYMENT BOND

<i>Principal</i>	<i>Business Address of Principal</i>
<i>Surety</i> <i>a corporation of the State of</i> <i>and authorized to do business in the State of Maryland</i>	<i>Obligee</i> STATE OF MARYLAND <i>By and through the following</i> <i>Administration</i>
<i>Penal Sum of Bond (express in words and figures)</i>	<i>Date of Contract</i> , 20.
<i>Description of Contract</i>	<i>Date Bond Executed</i> 20.
<i>Contract Number:</i>	

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

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

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

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

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

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

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

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

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

In Presence of Witness

Individual Principal

as to

(SEAL)

In Presence of Witness

Co-Partnership Principal

.....
(Name of Co-Partnership)

(SEAL)

..... *as to* *By:.....*

(SEAL)

as to

(SEAL)

..... *as to*

(SEAL)

Corporate Principal

Attest:

.....
(Name of Corporation)

..... *as to*
Corporate Secretary

By:.....
President

**AFFIX
CORPORATE
SEAL**

(Surety)

Attest:

(SEAL) By: .

**AFFIX
CORPORATE
SEAL**

Signature

Title: . .

Bonding Agent's Name:.....

.....
(Business Address of Surety)

Agent's Address.....

(Contractor shall fill in all blank spaces above this line)

Approved as to legal form and sufficiency

this day of. 20

.....
Asst. Attorney General

END OF SOLICITATION – RFP #21167-C

