



SOLICITATION FOR
ARCHITECTURAL AND ENGINEERING
PROFESSIONAL SERVICES
FOR
THE UMBC SHERMAN HALL RENEWAL PROJECT
SOLICITATION NO: BC-21243-M

ISSUED: 08/31/21

**PROCUREMENT/ISSUING
OFFICE**

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

PROJECT MANAGEMENT

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

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ATTACHMENT A: **Initial Technical Proposal Forms:**
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Acknowledgement of Receipt of Addenda Form
MBE Attachment 1A - MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule
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Bid/Proposal Affidavit

Note: The above proposal forms are also available in MS Word format at:
<https://umbc.box.com/s/yzgugczjqd1m4pbjojtxv6hmk7xx1pqh>

ATTACHMENT B: **Second Phase Technical Proposal Form:**
Key Personnel Current Workload Form

ATTACHMENT C: **University Contract Forms:**
Contract Affidavit Form

University's Standard Form of Agreement with Architects and Engineers
available at <https://umbc.box.com/s/gbcp8b57wjb7dwlh1v77sqc87gaqtvzu>

Note: The following Contract MBE forms are available at:
<https://umbc.box.com/s/gbcp8b57wjb7dwlh1v77sqc87gaqtvzu>

Attachment 2 – Outreach Efforts Compliance Statement
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ATTACHMENT D: **Other Forms**

Building Component Form for Construction Cost Model

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

Issue Date	Tuesday, 8/31/21
Pre-Proposal Conference & Site Visit Date	Friday, 9/10/21, at 3:00 p.m.
Pre-Proposal Conference Location	Physics Building, Room 101 UMBC, 1000 Hilltop Circle Baltimore, MD 21250
Deadline for questions for Initial Technical Proposal	Friday, 9/17/21, at 5:00 pm
Responses to questions	Tuesday, 9/21/21, by 5:00 p.m.
Initial Technical Proposal Due Date/Time via UMBC Box	Monday, 09/27/21, by 11:59 pm Initial.cb462uavkqta1kpu@u.box.com
Second Technical Proposal Due Date/Time via UMBC Box	Wednesday, 10/27/21, at 11:59 p.m. Box Site: Second._agn6dn12aaa0yvw9@u.box.com
Interview Sessions for Shortlisted Firms	Monday, 11/8/21, from 9:00 am-5:00 pm
Deadline for scope clarification questions for Initial Fee Proposal	Tuesday, 11/16/21, by 12:00 noon
A/E Fee Pre-Proposal Meeting	Tuesday, 11/23/21, time to be determined
Initial A/E Fee Proposal Due Date/Time via UMBC Box	Wednesday, 12/8/21, at 5:00 pm Box Site: TBD
Initial Fee Proposal Negotiation Session	Tuesday, 12/21/21, at 3:00-5:00 pm in AD 929
Second A/E Fee Proposal Due Date/Time via UMBC Box	Friday, 1/7/22, at 5:00 pm
2 nd Negotiation Session	Friday, 1/14/22, at 3:00-5:00 pm in AD 929
Third A/E Fee Proposal Due Date/Time via UMBC Box	Friday, 1/21/22, at 5:00 pm
3 rd Negotiation Session	Wednesday, 1/26/22, at 3:00-5:00 pm
Fourth Fee Proposal Due Date	Wednesday, 2/2/22 at 5:00 pm
4 th Negotiation Session	Friday, 2/4/22, at 3:00-5:00 pm
Contract Award	Wednesday, 3/2/22

END OF SECTION 1 - SOLICITATION SCHEDULE

SECTION 2 – BACKGROUND AND SUMMARY

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

The main campus houses nearly 4.2 million gross square feet (GSF) of built space on 482 acres of mostly former farmland, and some forested areas and streams. The campus has excellent access to both I-95, via I-195, and the Baltimore Beltway (I-695), via Wilkens Avenue. The forested edges, sloping topography with views to the east, and the low density of surrounding residential development, all work to define a wooded and pastoral setting for the campus.

B. **Institutional Profile of UMBC**

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 77,000 active alumni live and work in Maryland, contributing significantly to the State's economic and social vitality. In fall 2019, UMBC had 13,602 enrolled students of which 49.8% are minority enrollments from nearly all 50 states and 3% are international enrollments from 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:

- *U.S. News & World Report* has again named UMBC a leading U.S. university: the #9 most innovative university and #12 top university for undergraduate teaching in the nation.
- *Times Higher Education* has recognized UMBC as one of the world's top universities. In a new THE impact ranking, UMBC is #3 in the U.S. and #62 worldwide in global social and economic impact.
- *Princeton Review*, *Kiplinger's Personal Finance*, *Forbes*, *Money*, and the *Fiske Guide to Colleges* have named UMBC a "Best Value" university.
- The latest *U.S. News* Best Graduate Schools rankings include several UMBC graduate programs as among the best in the nation.

- UMBC is the nation's #1 producer of African American undergraduates who go on to complete an M.D. /Ph.D. and #2 nationally for African American undergraduates who complete a science or engineering Ph.D.
- According to NSF, UMBC ranks in the country's top 150 universities in federal research and development expenditures, and #12 in NASA funding.
- *The Chronicle of Higher Education* has named UMBC one of the best colleges to work for ten (10) years running.
- UMBC placed in top 3.3% of universities worldwide by the Center for World Universities Rankings (CWUR).
- UMBC is named a 2019-2020 Fulbright Top Producing Institution, an honor granted by the U.S. Department of State's Bureau of Educational & Cultural Affairs.
- Learn more about the latest [UMBC rankings news](#).

Academic Programs

For undergraduates, UMBC offers 44 majors, 41 minors and 20 certificate programs in the physical and biological sciences, the social and behavioral sciences, engineering, mathematics, information technology, the humanities, and the visual and performing arts. UMBC's Graduate School offers 36 master's degree programs, 24 doctoral degree programs and 17 graduate certificate programs. Programs are offered in education, engineering, emergency health services, imaging and digital arts, information technology, aging services, life sciences, psychology, public policy and a host of other fields. In addition, UMBC's Division of Continuing and Professional Studies delivers programs in high demand areas of study that address regional and national workforce shortages.

Inquiry is central to UMBC's curriculum. UMBC faculty and researchers actively seek collaborative research opportunities and consistently encourage students to obtain "real world" experiences via research, internships, co-op experiences and service learning. Undergraduates at UMBC are given the rare opportunity to pursue their own research questions, with the support of faculty mentors.

Research

UMBC, following its rapid development as a major research university, is classified by the Carnegie Foundation as a Research University-High Research Activity, placing it at the top tier of American research universities. In the 2010 classification, only 4.4% (207) of the nation's 463 institutions were included in the elite categories of High Research Activity and Very High Research Activity.

UMBC's research expenditures totaled \$90M for fiscal year 2019. UMBC is ranked #148 in federal research funding in the 2018 fiscal year and #173 in total research funding from all sources. UMBC ranked #13 nationally in NASA funding.

- C. **SUMMARY:** The University of Maryland, Baltimore County (herein referred to as UMBC) is seeking proposals for services from A/E firms for the design of the Sherman Hall Renewal Project ("Project"). The Sherman Hall project is located within the original ten block academic core of the UMBC campus (see the campus map for this building Sherman Hall which is available at <https://about.umbc.edu/files/2021/08/2021-UMBC-campus-map.pdf>).

1. **Project Summary:** The 41-year-old Sherman Hall provides office, classroom, and teaching lab space in support of eight academic programs. The scope of the project includes the restoration of the building envelope, corrections of barriers to accessibility, and replacement and upgrade of mechanical, electrical, plumbing, and life safety systems. (See Project Overview of Section 4, Article 1, B for further details and the separate *Sherman Hall Façade and Infrastructure Improvements Part II – Project Detailed Description* dated March 2021 for complete information).

The construction of Sherman Hall was completed in 1980. The building is approximately 59,707 net assignable square feet and 122,545 gross square feet. Many building systems are obsolete or beyond their service.

2. **A/E Services:** The A/E will be required to provide complete design services for the six (6) project phases: Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration, and Post Construction as well as any other identified special services (see Section 4, Article 2 of this solicitation, the separate Project Program and the for further details). The A/E team is to include, but are not limited to, the following:

- Principal in Charge
- A/E Project Manager
- Project Architect
- Landscape Architect
- Mechanical Engineer
- Fire Protection Engineer
- Electrical Engineer
- Structural Engineer
- Civil Engineer
- Information Technology System Designer
- Telecommunication System Designer
- Construction Administration Professionals (Architectural and M/E/P)
- Sustainability Professional
- Cost Estimator

- * Please note that UMBC has a requirement of achieving USGBC certification of LEED Silver.

3. **Construction Management:** The University anticipates using the Construction Management at Risk/CM with GMP (CM at Risk) contract method with design assist for building envelope and MEP (a determination of the design assist subcontractors applicable to this project will be made by the Project Team). The CM (i) will be providing pre-construction services inclusive of cost estimating, value engineering, constructability review during the design phases, procuring and managing design assist subcontractor(s) as determined by the Project Team (University, A/E and CMAR) and trade bidding and GMP(s) submittals and (ii) will be responsible for constructing the Project during the construction phase. (The CMAR solicitation document will be posted on the University's bid board page.)
4. **A/E Contract:** Upon selection of the A/E firm and approval by the Board of Public Works (BPW), the Contract will be executed through Design Development Phase. Subsequently, and in accordance with the terms and conditions of this solicitation, amendments to the A/E contract are anticipated to be issued for the remainder of the design phases and later for the construction administration and post construction phases at the sole discretion of the UMBC. UMBC will handle and be solely responsible for the associated contract administration/management of the executed A/E contract.

The Contract will govern all phases of this Project. A copy of the University's Standard Form of Agreement with Architects and Engineers can be found in Attachment C of this solicitation; this document will be the contract form to be signed by the successful A/E firm.

The University anticipates having a contract in place with the successful A/E firm in March 2022.

END OF SECTION 2 – BACKGROUND AND SUMMARY

SECTION 3 – DEFINITIONS

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

Architect/Engineer (A/E):	Design Professional, registered in the State of Maryland, engaged by the University as the prime A/E for this project.
A/E Proposer:	The A/E firm responding to this solicitation.
Agreement or Contract:	The contract between the University and the A/E.
BIM:	Building Information Modeling
Client:	University of Maryland, Baltimore County and its faculty and staff.
Code of Maryland Regulations (COMAR):	Official compilation of all administrative regulations issued by agencies of the State of Maryland.
Construction Administration Professional:	Professional who will be representing the A/E team as its primary point of contact and on-site representative during construction.
Construction Documents:	Written and graphic documents prepared or assembled by the A/E for communicating the design of the project and administering the contract for its construction.
Construction Manager or CM:	The firm engaged by UMBC to provide construction management at risk services, inclusive of preconstruction services and construction of the project.
Design Assist:	For purpose of this solicitation, design assist contracting is a construction management method to improve quality and maintain costs in which trade contractors (such as concrete, exterior skin, MEP, etc.) are procured early in the design. These design-assist contractors help the architect/engineer do research and write specifications and provide estimating and constructability services for their portion of the project during the design phase. The CMAR firm procures the design-assist trade contractor(s); this process normally includes the submission by the design-assist firms of a project plan that includes a budget and scheduling information. At the completion of the design, the design-assist contractor must meet the scope, budget and schedule for the project. If this criterion is not met, the CMAR firm (in consultation with the owner) can elect to have this work bid.

Design Team:	The A/E and its consultants.
Minority Business Enterprise (MBE):	MBE regulatory language reproduced in this solicitation may refer to the A/E Proposer, the A/E, and the A/E's sub-consultants.
Prime Consultant:	The A/E firm contracted by the University and responsible for the other A/E's, if applicable, and design sub-consultants.
Prime Contractor:	The firms engaged by UMBC to construct each phase of the Project.
A/E Project Manager:	<p>The individual responsible for the overall management of the project and who serves as the day- to-day contact person for the University and the CM during the design and construction phases.</p> <p>This individual provides coordination of the design consultants directly or through others on the team.</p>
Project Team:	During the Design Phase, the Project Team includes UMBC, UMB, the A/E, the A/E's sub-consultants and others as may be included by UMBC (such as a Construction Manager engaged by the University to provide pre-construction services such as cost estimates, project scheduling, etc.). If the Design-Bid-Build project delivery method is used, the Prime Contractor will be added to the Project Team at the commencement of construction for each Project Phase.
Proposer:	The firm responding to this solicitation.
Sub-consultant:	Consultants contracted by the A/E.
University (UM):	University of Maryland, Baltimore (UMB) and the University of Maryland, Baltimore County (UMBC) collectively

END OF SECTION 3 - DEFINITIONS

SECTION 4 – SCOPE OF WORK

ARTICLE I GENERAL PROVISIONS

A. Project Overview

UMBC's renewal of the 44-year old 122,545 GSF / 59,707 NASF Sherman Hall will extend the useful life of the building. The project will replace the building envelope, correct barriers to accessibility, and replace and upgrade mechanical, electrical, plumbing, and life safety systems. Limited reconfiguration of existing spaces will be undertaken to address programmatic deficiencies. Building finishes will be renewed. The construction work will be phased as the building will remain occupied during the project.

Specific project components incorporated in the scope include:

- Replacement of the exterior wall system;
- Installation of exit egress protection and replacement of exit stair railing systems;
- ADA restroom accessibility and replacement of noncompliant door hardware;
- Replacement of domestic hot water heaters, deteriorated parts of the plumbing distribution system, and outdated plumbing fixtures;
- Replacement of entire HVAC system and building controls;
- Replacement of building transformer and obsolete electrical distribution equipment; expanding electrical closets; replacement of lighting fixtures and control; and emergency power;
- Communications system closets and inside plant distribution of communication circuits;
- Replacement of fire suppression sprinkler system;
- Replacement of fire alarm system;
- Security cameras and access control system;
- Renovation of the exterior courtyard; and
- Limited interior modification and finish upgrades to provide a safe, functional, maintainable, and aesthetically pleasing interior environment for building users.

For more information on the goals and details of the project refer to the *Sherman Hall Renewal Part II Facility Program dated March 2021*, which is provided separately but is part of the solicitation documents for this AE procurement.

B. Project Team:

As the Project Team, the University, Design Team, and the CM shall work from the beginning of this project through construction completion. The A/E shall provide leadership to the Project Team during the design phase and the CM shall provide leadership to the Project Team during the construction phase.

The University shall designate a Project Manager from the UMB Facilities and Operations, Office of Design and Construction who shall be the University's point of contact during the Design and Construction Phases. This representative shall be the primary channel of communication to the University and shall act as the University's liaison with the Project Team.

The University shall review all Project documents from the A/E at each design submission to ensure that the intent of the Program and the Project Design Standards are maintained and that the University's comments have been incorporated as requested. The A/E is solely responsible for the content, accuracy and coordination of all documents.

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.

The University is committed to a "Partnering" approach to the successful design and construction of its projects. The University defines partnering as collaboration among professionals (University, CM, A/E, and Trade Contractors) to maximize the success of a project while understanding and respecting the responsibilities and expertise of each team member. In light of this approach, the University may elect to conduct "Partnering" sessions on this project; a final determination will be made with the awarded A/E and CM firms.

C. Insurance Coverage Requirements

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

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

As a condition to the A/E contract, the A/E shall deliver to UM, not later than the date of execution of the A/E Contract, a certificate of insurance verifying compliance with the above insurance requirements. Such Certificates/Memoranda shall also provide for notice to UM 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 UM that UM may make a claim against such insurance. Failure to do so shall be a material breach of the A/E Contract. In the event that the A/E terminates, as a business entity, for any reason whatsoever, or in any manner whatsoever, the A/E shall obtain and provide for the maintenance of professional liability insurance, specifically covering the A/E's obligations performed or to be performed under this Agreement, in the amount set forth herein for the remainder of the time set forth herein.

D. **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 AE or in the AE's possession or control relating to the Project are the property of UMBC.

E. **Project Management Software**

UM utilizes e-Builder Project Management software to assist in the management of construction project related workflows and documentation. Use of the e-Builder system requires a license, which UM will provide to Design Team members who require access.

END OF SECTION 4, ARTICLE 1

SECTION 4 – SCOPE OF WORK

ARTICLE 2 SUMMARY OF A/E SERVICES

This summary provides an overview of the A/E services to be provided on this project; this information is supplemental to the other solicitation documents that provide further details on the required A/E services. The A/E Procedure Manual for Professional A/E Services for UMB Construction and Service Center Projects published 3/22/19 and the UMBC Supplement to the 2019 Procedure Manual take precedence over this summary.

A. **Project Construction Costs:** The Project Construction Costs (or Design-to-Dollar (DTD) amount) are those funds available for the construction of the Project inclusive of all CM construction costs (i.e., CM construction fee, staff reimbursables, general conditions and CM/GMP contingency) exclusive of A/E fees, hazardous material abatement, FFE and the University's contingency only. The A/E is obligated to design the Project within this specified amount. The DTD amount for this project is \$72.8 million.

B. **Project Scope:** The Project consists of the following key elements:

The design and the construction of the Facility shall conform to all requirements specified in this solicitation, the Sherman Hall Renewal Part II Facility Program dated March 2021, and in accordance with the Procedure Manual for Professional A/E Services for UMB Construction and Service Center Projects published 3/22/19 (see Section 11 for link) and the UMBC Supplement to the Procedure Manual issued 8/25/21, the University Design Standards, and MDE Guidance for Designers using UMBC's Institutional Management Plan for Stormwater Management. (Note: In addition, UMBC design practice files will be shared with the shortlisted A/E firms.)

The design time frame is fifteen (15) months from the issuance of the Notice to Proceed for the Schematic Design phase, inclusive of three (3) months for the Bidding Phase which includes one month for BPW approval. The design time frame includes the following:

- Schematic Design: Four (4) weeks for University review, AE and CM preparation and reconciliation of the cost estimates, and Project Team value engineering efforts following the submittal of the design deliverable.
- Design Development: Five (5) weeks for University review, AE and CM preparation and reconciliation of the cost estimates, and Project Team value engineering efforts following the submittal of the design deliverable.
- 50% Construction Documents: Four (4) weeks for University review, CM preparation of the cost estimate and AE and University review of the cost estimate, and Project Team value engineering efforts following the submittal of the design deliverable.
- 95% Construction Documents: Two (2) weeks for University review following the submittal of the design deliverable.
- 100% Construction Documents: One (1) week for a back check by the University following the submittal of the design deliverable.

The construction time frame is thirty-six (36) months from the issuance of the Notice to Proceed for the Construction Administration phase to the substantial completion date for construction. The University desires to improve upon this schedule wherever possible.

All design services necessary to implement the goals of the Project inclusive of, but not limited to, the following: architectural, electrical, structural, civil, mechanical, sustainability, cost estimating, IT, and telecom as required for the Project.

It is the intent of the University to use Building Information Modeling (BIM) technologies and workflow to achieve the following goals:

1. Develop high performance building using sustainable design concepts to achieve an optimal design solution.
2. Facilitate a collaborative project environment between all stakeholders from project inception to completion.
3. Execute coordinated project documents using the 3D modeling and parametric features of BIM, including coordination and clash detection.
4. Improve system coordination and the execution of design intent in the field to streamline construction processes and minimize change orders.
5. Use BIM as information and communication tools with the campus community.
6. Utilize 4D technology and processes to simulate the planning sequence of construction activities and space requirements on the project site. This will help manage transition from design to construction and avoid conflicts in the field.
7. Incorporate record document BIMs, including infrastructure and building systems, into University Geographical Information System (GIS).

The University will develop a BIM Utilization Plan in collaboration with the selected Design Team and Construction Manager. Construction Drawings shall be 2D CAD drawings exported from the model in accordance with the UMBC CAD Standards. BIM Design Model shall be provided to the CM for development of BIM Construction Models.

The University has elected to use the Construction Management at Risk contract method for this project. The A/E will, therefore, need to coordinate its efforts with the successful CM firm inclusive of reconciling cost estimates during the Schematic Design and Design Development phases, reviewing other CM cost estimates, participating in value engineering efforts, participating in design assist activities, and attending pre-bid and post bid meetings during the Bidding phase.

Based on this project delivery method, all CM costs during the construction phase (fee, on-site staff reimbursables, general conditions non-personnel items and CM-GMP contingency) are included in the Project Construction Costs noted above. A copy of the CM solicitation document will be available from UMBC's Procurement Department website after issuance.

C. **Meetings**

1. **Design Phase (Schematic through CD):** The following meetings are anticipated during the design phase which shall be conducted by the A/E with meeting notes issued within three (3) business days of each meeting:

Design Progress Meetings to be held every two (2) weeks unless agreed to otherwise by the University.

Maryland Public Art Initiative Coordination Meetings – up to (4) meetings to be held during the design process. These meetings will be held in conjunction with other design meetings when possible.

Design Review Meetings after each design submittal; and,

System Review Meetings during Design Development and Construction Document phases among the design professionals and the University representatives to review system designs inclusive of mechanical, electrical, fire alarm protection, security, IT, and Telecom.

Cost Estimate Review/Reconciliation Meetings with each cost estimate (100% SD, 100% DD and 50% CD).

Value Engineering (VE) Sessions with each cost estimate as noted above; VE sessions will be conducted at these intervals to confirm that the University is obtaining the best value regardless of whether the estimate is within the DTD amount or not.

Building Envelope Presentation to be conducted with University Steering Committee in the SD phase.

2. **Bidding Phase:** The A/E is to attend all pre-bid and post-bid meetings and is to interpret the contract documents during the bidding period. Interpretations shall be given by written instruction only. It is anticipated that each discipline (i.e., architectural, mechanical/electrical, etc.) will only need to be in attendance at one (1) pre-bid meeting and one (1) or two (2) day long post-bid meetings.
3. **Construction Phase Meetings:** The following meetings are anticipated during the construction phase and are to be attended by the A/E with these meetings conducted by the CM:

Progress Meetings to be held every two (2) weeks unless otherwise agreed to by the University inclusive of the trade contractors.

Project Team Meetings to be held as required and attended by the Project Managers for the CM, A/E and University.

Owner's Meeting to be held on a monthly basis and attended by the principals and project managers of the CM, A/E and University.

Special Meetings as required during the course of construction to address specific issues, as applicable and appropriate.

- D. **Value Engineering:** Participate in the CM's value engineering efforts throughout the design as necessary with the major VE session anticipated at 100% Design Development.

- E. **Construction Cost Model (CCM)/Cost Estimates:**

The Project Team will prepare a Construction Cost Model for the project based on the Design-to-Dollar amount in the Building Component format provided in Attachment D. The CCM will be created by the team during the Schematic Design Phase to identify the costs per gross square foot (gsf) for each building component. This CCM will be used throughout the design of the project for comparison with the subsequent cost estimates.

The A/E shall engage a professional cost estimator to provide full scale cost estimates at 100% Schematic Design and 100% Design Development and review the CM's cost estimate 50% Construction Documents. The A/E and its estimator shall attend a cost estimate reconciliation meeting(s) after each estimate. The cost estimate format is to be developed in the Schematic Design phase between the architect's cost estimator and the CM's cost estimator as approved by the University. All cost estimates shall be formatted in a manner consistent with the CM's estimate for ease of comparison and will be at least broken down by each major CSI Master Format Division of Work. Each cost estimate will also be summarized in a Building Component format for comparison purposes with the CCM noted above.

- F. **Submittal Review:**

The A/E shall furnish a master submittal list to the CM using the submittal classifications and templates coordinated with the University's e-Builder submittal module. The A/E and CM shall prepare a project submittal schedule that identifies all submittals by specifications section, description and submittal requirements and dates associated with submission and review/approval. This information is to be incorporated by the CM on the project schedule and uploaded by the CM to the e-Builder submittal module.

The A/E shall review submittals for compliance with Construction Documents, in accordance with good design and engineering practice. The A/E shall review and take action on submittals, 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 judgment to permit adequate review. The A/E's action on all submittals shall be reviewed by the University prior to the transmission to the CM via e-Builder.

- G. **Document Interpretation:** During the Construction phase, the A/E shall interpret Construction Documents as necessary and issue, subject to University approval, the applicable documents as may be necessary to explain construction details. *Change Bulletins (CB) or Architect Supplemental Information (ASI) must be issued by the A/E for any changes in the construction documents.*
- H. **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 UM 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 based on such on-site observations the A/E shall guard UM against defects and deficiencies in the construction work and shall report to UM any observed defect or deficiency.
- Note: The selected A/E will be required to provide their quality control plan specific to this UMBC project during the Concept/Program Verification phase and discuss with the University how this plan will be implemented to ensure quality construction documents.
- I. **Change Orders:** The A/E shall review change order proposals as requested by the University related to scope of work.
- J. **Requests for Information:** The A/E shall review the RFIs and respond accordingly inclusive of the issuance of CB or ASI documentation as appropriate.
- K. **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 CM is received by the University stating that the Project is complete and in accordance with the Contract Documents. The approach to the punch list and associate list format will be determined among the Project Team in the design phase.
- L. **Record Drawings:** The A/E shall be responsible for the provision of record documents.
- M. **Building Commissioning:** The A/E shall be responsible for the provision of the Design Engineer responsibilities for building commissioning. The third party Commissioning Agent responsibilities will be contracted by the University or the Construction Management Firm. The AE will be required to coordinate with the Building Commissioning Agent as necessary.
- N. **Post Construction Services:** The A/E shall participate in two (2) site visits within the two (2) year project warranty period. One visit shall be at 11 months and the second at 23 months.
- O. **Fire Marshal:** Coordinate and incorporate requirements identified by the State Fire Marshal during design phases. UMBC's Director of Environmental Safety & Health has been appointed as a Special Assistant to the State Fire Marshal.

END OF SECTION 4, ARTICLE 2
END OF SECTION 4 – SCOPE OF WORK

SECTION 5 - INSTRUCTIONS TO PROPOSERS

A. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS:

For detailed information on preparation and submittal of proposals see Section 6 for the Initial Technical Proposal Submittal, Section 7 for the Second Phase Technical Proposal, and Section 8 for Evaluation.

B. ISSUING OFFICE:

1. The Issuing Office is:

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

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

Elizabeth Moss, Executive Director
410-455-2540
emoss@umbc.edu

C. PRE-PROPOSAL CONFERENCE:

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

D. **DUE DATE AND TIME:**

1. ***Note: All due dates and times are indicated in Section #1, Solicitation Schedule.***
2. The **Initial Technical Proposal** must be uploaded to the Box site designated in the Solicitation Schedule (with two sets, one PDF and one MS Word for those portions of the proposal in MS Word) in order to be considered.
2. **Second Phase Technical Proposals** will be requested from only those firms shortlisted as a result of the Initial Technical Evaluation and must be uploaded to the Box site designated on the Solicitation Schedule.
3. **Interviews** will be conducted with the short-listed A/E firms at UMBC. Proposers are advised to set aside the dates noted in the Solicitation Schedule in their entirety accordingly on the appropriate people's calendars to avoid any conflicts. The actual time on this date will be verified with the applicable proposers at the time it is requested.
4. **AE Fee Proposal/Fee Negotiations Phase:** A fee proposal will be requested from only the highest technically rated A/E firm as a result of the Second Phase Technical Evaluation. The University requests that the candidate A/E firm submit (via e-mail) any **scope clarification questions** to the University **by the date/time indicated on the Solicitation Schedule**. The fee negotiations will be conducted as indicated on the Solicitation Schedule.
5. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.
6. **LATE PROPOSALS CANNOT BE ACCEPTED.** Proposals uploaded to the applicable Box site after the due date/time cannot be considered. If a Proposer has any difficulties uploading to Box, please contact the Procurement Point of Contact per Section 5, B., 1 above.

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

1. Withdrawal of, or modifications to, proposals are effective only if written notice thereof is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company.
2. No withdrawal or modifications will be accepted after the time proposals are due.

F. QUESTIONS AND INQUIRIES:

1. Should a proposer find discrepancies in the solicitation documents, be in doubt as to the meaning or intent of any part thereof, the proposer must, not later than seven (7) working days prior to the proposal due date, request clarification in writing from the Issuing Office. 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 solicitation number and name.
2. Questions and inquiries shall be directed in writing, preferably by email, 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.

G. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES:

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

H. IRREVOCABILITY OF PROPOSALS:

1. The final A/E fee proposal for the Schematic phases of this project shall be irrevocable for one hundred twenty (120) calendar days from the final fee proposal due date. This period may be extended by written mutual agreement between the Proposer and the University.
2. The final A/E fee proposal for all phases subsequent to the Schematic Design phase shall remain irrevocable until approval by the University of the amendment(s) to the contract to reflect these phases.

I. LICENSES AND REGISTRATIONS:

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

J. INTERVIEW SESSIONS:

1. Proposers who submit proposals and are shortlisted as a result of the initial technical evaluation will be required to make individual presentations to University representatives (see Section 7, B for details).
2. The University also reserves the right to visit Proposer's place of business during the evaluation process.

K. ECONOMY OF PREPARATION:

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

L. 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, General Provisions Article, Title 4 of the Annotated Code of Maryland.

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

M. MINORITY BUSINESS ENTERPRISE NOTICE:

1. Establishment of Goal and Subgoals.

An overall MBE subcontractor participation goal of **5%** of the total contract dollar amount has been established for this procurement. There are no MBE subcontractor participation subgoals for this procurement.

2. MBE Forms – The following Minority Business Enterprise participation instructions, and forms are provided to assist Proposers:

2.1 MBE Forms that must be included in the Initial Technical Proposal

Attachment 1A	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must submit with Initial Technical Proposal)
Attachment 1B	Waiver Guidance, if applicable
Attachment 1C	Good Faith Efforts Documentation to Support Waiver Request, if applicable

2.2. See Section 10 (Additional Proposal Requirements) for other MBE Forms applicable to the selected firm.

2.3 A Proposer shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment 1A**) whereby:

- (a) The Proposer acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The Proposer responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Proposer shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- (c) A Proposer requesting a waiver should review Attachment 1B (Waiver Guidance) and 1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

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

- 3. Proposers are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in **Attachment 1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.
- 4. A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**

N. **BID/PROPOSAL AFFIDAVIT:**

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

O. **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 initial technical proposal submission, the proposer must identify the percentage partnership for each joint venture party, the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this solicitation document.

Note: If the selected A/E is a joint venture firm, all joint venture parties will be held responsible for the contract obligations separately and severally.

P. **ADDENDUM**

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

END OF SECTION 5 – INSTRUCTIONS TO PROPOSERS

SECTION 6 - INITIAL TECHNICAL PROPOSAL

Initial Technical Proposals shall be uploaded to the applicable Box site by the due date/time indicated in the Solicitation Schedule.

The following items must be included in this Initial Technical Proposal (forms for items #3 and #4 are included in the solicitation package in Attachment A):

1. Detailed responses to Section 6, Initial Technical Proposal Criteria, Items 1 through 4 (noted below);
2. Bid/Proposal Affidavit;
3. MBE Attachment 1A Affidavit; and,
4. Acknowledgment of Receipt of Addenda (If addenda are issued prior to the Initial Technical Proposal due date, this form acknowledging receipt of all addenda MUST be included with your Initial Technical Proposal.)

INITIAL TECHNICAL PROPOSAL CRITERIA:

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

The Initial Technical Proposal consists of Standard Form SF 330 Part I (Contract Specific Qualifications), SF 330 Part II (General Qualifications), additional information requested specifically in this solicitation, and Required Forms (see Attachment A). Standard Form 330, Extra Pages for Part 2 of SF 330, Extra Section E for SF 330, and Extra Section F for SF 330 are available on the General Services Administration's website: <http://www.gsa.gov>. Scroll to bottom, click on "Forms" and select "Top Forms" or "Standard Forms".

1. **Standard Form SF 330, Part I, Contract Specific Qualifications:** Submit form completing all sections and following the form's instruction. Provide the following information.
 - 1.1 **Section A - Contract Information**
 - 1.2 **Section B - Architect-Engineer Point of Contact.**
 - 1.3 **Section C - Proposed Team**

1.4 **Section D - Organization Chart of Proposed Team:** Include the following information:

- Each firm's name and discipline or specialty.
- Each key person's name, role and discipline or specialty and office location.
- Clear lines of managerial relationship among the persons and/or positions.
- Provide a written description of the proposed contractual relationships *among the firms*. If the proposal includes more than one architecture firm or a joint venture, identify the proposed general scope of work of each architecture firm.
- Provide a summary or matrix of prior working relationships *among proposed team firm members*.

1.5 **Section E - Resumes of Key Personnel Proposed for this Contract**

1.5.1 **Key Personnel*:** Submit resumes and experience for the following:

- Principal in Charge
- A/E Project Manager
- Project Architect
- Mechanical Engineer
- Electrical Engineer
- Construction Administration Professionals (Architectural and M/E/P)
- Cost Estimator
- Sustainability Professional

***See definitions below for these positions.**

Note: If a person has less than five years with their current employer, Proposers are to provide prior employment history for this Key Person [i.e., all prior employer(s) name and number of years with that employer(s)].

Note: These key personnel must be **direct** employees of the applicable design or consulting firm.

Note: One Section E is to be completed for each key person. Section E is one page with a maximum of 5 relevant projects to be included. The only exception to these instructions is a case in which a key person has been with its current firm for less than 5 years; in these instances, Proposers are to provide all prior employment history for this key person [i.e., prior employer's name and number of years with that employer(s)] which will necessitate supplemental page(s).

Key Personnel Definitions/Qualifications:

Principal-in-Charge: Senior level position from prime/proposing A/E firm (such as Vice President) who will oversee the project from an executive level and to whom the A/E Project Manager directly reports.

A/E Project Manager: Professional, licensed architect from the prime/proposing architectural firm who is responsible for the management of the design professions (i.e., Project Architects, Mechanical Engineer, Electrical Engineer, Consultants, etc.) and the completion of the design documents. This person may also serve as the Principal-in-Charge.

A/E Project Architect: Professional, licensed architect who is responsible for leading the design and technical documentation of the project. This person may also be serving as the Principal-in-Charge.

Construction Administration Professional (Architectural): Person from the A/E team who is directly responsible for the construction administration of the project with the majority of the person's CA work is performed on site; the University will be requiring the CMAR firm to provide an office for the A/E team in its job site trailer. (If this is one of the Key People provided above, please note this on the resume provided). The organizational chart should also indicate this person and role. (It is the University's preference that the CA professional be involved during the design in a strong role. Higher consideration will be given to proposals in which a design team member also serves in the role of construction administration professional).

Mechanical Engineer: Licensed, professional mechanical engineer who prepares the mechanical design of the project.

Electrical Engineer: Licensed, professional electrical engineer who prepares the electrical design of the project.

Construction Administration Professional (MEP): Person from the A/E team who is directly responsible for the construction administration of the project with the majority of the person's CA work is performed on site; the University will be requiring the CMAR firm to provide an office for the A/E team in its job site trailer. (It is the University's preference that the CA professional be involved during the design in a strong role. Higher consideration will be given to proposals in which a design team member also serves in the role of construction administration professional).

Cost Estimator: Professional person who prepares the cost estimating of the design.

Sustainability Professional: LEED accredited professional responsible for leading all aspects of sustainability who may also have other similar accreditations such as Green Globes.

Note regarding project experience: Include similar and relevant project experience in resumes for the Key Personnel. Describe project experience for each of the Key Personnel with the project name, location, full description of the project including the role the person performed on the project, the dollar amount, start and completion date of the project *and the dates of the person's involvement*, project delivery method (Design-Bid-Build or CMAR or Design-Build), total gross square footage, use of building, etc. to adequately convey the experience and expertise of the person.

Personnel Commitment: By submitting the names of these key personnel for consideration, the Proposer is committing these people to the University for this Project's duration, if awarded the Project. No personnel changes will be permitted without written authorization from the University via a contract modification issued by the Procurement Officer.

1.5.2 Other Key Personnel: Intentionally omitted.

1.6 **Section F - Example Projects** Which Best Illustrate Proposed Team's Qualifications for this Contract.

Project Experience: Submit eight (8) projects outlined below on the SF330 form. Project submitted shall be similar or relevant to the UMBC Sherman Hall Renewal project as indicated below. The project submission shall include the following:

- Project Name and Location;
- Project Owner, Contact Person, Email Address, and Telephone Number;
- Design Start Date, Construction Start and Project Substantial Completion Date;
- Project Construction Cost*;
- Contract Method (i.e., D-B-B/GC, CMAR, or DB)
- Project Gross Square Footage;
- Similarities of the submitted project to the University's project;
- Brief Description including impacted infrastructure systems, as applicable;
- Names of Proposed Key Personnel who were involved in the project, the assigned role for each key people, and the duration on which the person was involved in the project.
- Project Setting [i.e., university, suburban campus setting, open or constrained site, etc.].

Please note that this project is a renewal project for an occupied building. That is, the intent of this building is extend the useful life of the building another 30 years by increasing system reliability, reducing maintenance, and avoiding costly repairs (see the Facility Program for full details).

*For project construction costs, Proposers are to use the following escalation chart to determine the project size in today's dollars for purposes of meeting any project cost requirement. The escalation factor is to be calculated from the midpoint of construction and is cumulative.

Calendar year	% Escalation Factor
2008	6
2009	1
2010	1
2011	3.5
2012	3
2013	3.5
2014	4
2015	3
2016	9
2017	3.5
Onward	4

In addition, please note that project construction costs are NOT to include FFE (furnishings, fixtures and equipment) costs.

Prime A/E Firm Experience: Two (2) projects are to be submitted by the Proposing/Prime A/E firm in the last ten (10) years. Such projects must meet the criteria noted below.

If the proposing/prime AE firm is a joint venture, the following applies: Of the two (2) projects submitted a minimum of two (2) projects, must be from the majority joint venture party with a minimum of one project being a renovation of a facility in a higher education setting.

Project Status: Of the two (2) submitted projects, the following applies:

- One project must be complete and occupied for at least six (6) months;
- One project may be 50% construction complete.

Project Delivery Method: One of the submitted projects must have been done using the CM at Risk (with GMP) contract method,

Project Construction Value*: Of the two (2) submitted projects, the following construction costs apply per notes above:

- One (1) of the two (2) submitted projects must exceed \$50 million in renovation construction value.
- The other project of the submitted projects must exceed \$35 million in renovation construction value.

Project Type:

- One (1) project must be a renovation project which must have been constructed in a phased occupied setting.
- Both projects must be renovation projects.

A/E of Record: For two (2) submitted projects, the proposing AE must be the AE of record for the project.

Higher Consideration given for Prime Architect Projects based on the extent to which the following applies:

- The proposed key people were involved in the project, particularly in the proposed role
- Higher education setting
- CMAR method
- Project included a building envelope replacement
- Design assist for building envelope and/or MEP is applicable to the submitted project.
- Project is constructed in an occupied setting
- Projects which are closer to the size to the University's project based on the construction cost plus identified escalation noted above
- Projects completed
- Projects completed and occupied for 6 months or greater
- Projects more recently completed than ten (10) years.

- B. **Mechanical/Electrical Engineering Firm:** Four (4) projects (two (2) mechanical projects and two (2) electrical) are to be submitted from the Mechanical/Electrical Engineer firm. Such projects must meet the criteria noted below:

Project Status: Of the four (4) submitted projects, the following applies:

- Two (2) projects (one from each discipline) must be complete and occupied for at least six (6) months;
- Two (2) projects (one from each discipline) must be substantially completed (available for its intended use).

Contract Method: Two (2) projects (one from each discipline) must have been done using the CM at Risk (with GMP) contract method.

Project Construction Costs: The value of the mechanical work in one (1) mechanical project must exceed \$25 million and the value of the electrical work in one (1) electrical project must exceed \$15 million.

Project Type:

- One (1) mechanical project and one (1) electrical project must be a renovation project.

Design Work: The mechanical/electrical design work on the four (4) projects must have been done by the proposed M/E firm(s) as the Engineer of Record.

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

- The proposed key people were involved in the project, particularly in the proposed role
- Higher education setting.
- CMAR method
- Project is a renovation project
- Project is constructed in an occupied setting
- Projects which are closer to the size to the University's project based on the construction cost plus identified escalation noted above
- Included high temperature hot water system (HTHW) for mechanical projects
- Projects completed
- Projects completed and occupied for 6 months or greater
- Projects more recently completed.

E. **Cost Estimating Firm:** Two (2) projects are to be submitted by the Cost Estimating Firm. The project must meet the criteria noted below.

- **Project Status:** Projects must be substantially completed (available for its intended use).
- **Project Delivery Method:** CMAR project delivery method was used
- **Project Construction Costs:** One of the projects must be in excess of \$50 million in renovation construction cost.
- **Project Type:** One of the projects must be phased occupied, renovation project.

Higher Consideration given for the Cost Estimator Project based on the extent to which the following applies:

- The proposed cost estimator was involved in the project, particularly in the proposed role
- Project included building envelope replacement
- Project construction value closer to the University's project size
- Project completed
- Projects completed and occupied for 6 months or greater
- Project more recently completed.

Notes on Submitted Projects:

The projects submitted by the MEP Engineering firm and Cost Consultant firm may duplicate the projects submitted by the Prime A/E firm provided the consultants have provided the required services for those projects.

The projects submitted under this category are to be similar in size, function and complexity to the University's project. The criterion used in the evaluation of these projects includes, but is not limited to, the following:

- * Projects which include phased occupied, renovation space.
- * Projects which include a building envelope replacement.
- * Projects located in a higher education setting; (Note: For evaluation purposes, higher education is defined as a four year or more degree awarding institution.)
- * Projects which are constructed utilizing the Construction Management at Risk (CMAR) delivery method (see definition in Section 1.).
- * Projects which are constructed utilizing design assist.

- 1.7 **Section G, Key Personnel Participation in Example Projects.** Provide matrix depicting key personnel identified in Section E, provide role on the example projects, and proposed roles in this contract.
- 1.8 **Section H, Additional Information.** Provide a Summary of Qualifications, a written description of why the Proposer is most qualified and skilled to design this Project. This should be objective and limited to not more than two typewritten pages, with a font size not less than 11.
- 1.9 **Basis for Selection:** Provide a brief explanation as to why each firm was selected for the proposed A/E team (limit 3 pages)
2. **STANDARD FORM SF330, Part II, General Qualifications:** Submit form for each proposed firm and proposed branch office, completing all sections and following the form's instructions. For Item 9, Employees by Discipline, if a person spans disciplines, the disciplines should be clearly noted with partial times indicated (i.e., ½ project manager and ½ architect, etc.).
3. **LICENSE DOCUMENTATION:** Complete and submit the License Documentation for Firms form (found in Attachment A)
4. **PROFESSIONAL LIABILITY COVERAGE:** Complete the Professional Liability Coverage Form (found in Attachment A) to confirm the required professional liability insurance coverage (\$5M) including current and/or proposed additional coverage to be guaranteed if awarded the contract. Please include in this statement the dollar value of such coverage, expiration date and name of the insurance company.

Note: Where the proposing A/E team is a joint venture (JV), either (a) the JV, as a legal entity, must have the required \$5M professional liability insurance coverage; OR (b) each party of the JV must have the required \$5M professional liability insurance coverage.
5. **OTHER FORMS:** To be included in the Initial Technical Proposal as follows
 - 5.1 **MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION:** Complete the Minority Utilization Form (MBE Attachment 1A) to describe the extent to which the 5% MBE participation level is achieved.

5.2 **BID/PROPOSAL AFFIDAVIT FORM**

5.3 **ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**, if applicable

5.4 **REFERENCES:** The following references are to be provided by all proposing firms in the initial technical proposal; however, *the University will be conducting reference checking on the short-listed firms only as part of the second phase evaluation.*

5.4.1 Firm References:

- A Provide the following A/E firm references by completing the *Firm Reference Form* for each (see Attachment A of the A/E Solicitation Document for this form):
- i. Prime/Proposing A/E Firm: Provide two (2) firm references based on the two (2) submitted projects.
 - ii. Mechanical/Electrical Engineering Firm: Provide four (4) firm references based on the four (4) submitted projects.
 - iii. Estimating Firm: Provide one (1) firm reference based on the one (1) submitted project.
- B Please provide two (2) additional project references for each firm noted above (#6.4.1A), including name of company, contact name, contact email address, and phone number. These will be used only in the event the University is unable to contact one or more of the references provided for the submitted projects given above (in #6.4.1A.)
Please include with these references, a list of applicable projects with a brief description of each inclusive of dollar size and date completed.

Firm Reference Notes: Firm 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 of Maryland, Baltimore and only one reference from UMBC.

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

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

- A. A/E Project Manager
- B. Project Architect
- C. Mechanical Engineer
- D. Electrical Engineer
- E. Cost Estimator
- F. Construction Administration Professional (Architectural)
- G. Construction Administration Professional (M/E/P)

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

END OF SECTION 6 – INITIAL TECHNICAL PROPOSAL

SECTION 7 - SECOND PHASE TECHNICAL

- A. **SECOND PHASE TECHNICAL PROPOSAL**: Only those A/E firms who are shortlisted based on the initial technical evaluation will be requested to submit a Second Phase Technical Proposal.

The following items must be included in this Second Technical Proposal as follows:

1. **Project Approach**: The A/E firm shall state, in a clear, concise manner, its team's intended approach to the design this project based on the various elements (as highlighted in Section 4, Article 1, B – Project Overview), the design-to-dollar (DTD) amount, the occupied setting and the phased approach to construction.
2. **Building Envelope Replacement**: The A/E shall state, in a clear, concise manner, (a) its vision for the design of the façade based on the Project Program, the site visit, and the AE team's experience and (b) its thoughts about utilizing design assist given the Façade Condition and Recommendation Report dated 10/21/18.

Note: The statements for #1 and #2 above are collectively limited to not more than five (5) single-spaced, typewritten pages using a font size no smaller than 11-point.

3. **Special/Unique Qualifications**: Provide a narrative to elaborate on the special/unique qualifications and/or experiences of the proposed A/E team (in addition to projects submitted in the initial technical proposal), which make it uniquely capable to provide A/E services on the University's project. Special firm and/or individual expertise and experience are to be included.

Note: The statement should be objective and limited to not more than two (2) single-spaced, typewritten pages using 12-point font.

4. **Quality Control Program**: Provide a narrative of "how" your team will provide well-coordinated, high quality design documents on Sherman Hall and what tools will be utilized with samples provided. (It is not the University's intent that the University be the quality control mechanism via their design review efforts.) (Limit two (2) single-spaced typewritten pages using 12-point font exclusive of any sample tools)
5. **Key Personnel**: Complete the "Key Personnel Workload" form (found in Attachment A) on the following key people: A/E Project Manager, A/E Project Architect, Mechanical Engineer, and Electrical Engineer).

- B. **Interview Session:** Only those Proposers who are shortlisted based on the initial technical evaluation will be requested to attend an Interview Session at the University. The due date and time of the Interview Sessions is noted in the Solicitation Schedule.

The purposes of the Interview Sessions are as follows:

- (i) For the University to meet the Proposer's key personnel.
- (ii) For the Proposer to discuss its Project Approach as submitted in its Second Phase Technical Proposal.
- (iii) For the Proposer to discuss its vision for the design of the façade based on the Project Program, the site visit, and the AE team's experience, as submitted in its Second Phase Technical Proposal.
- (iv) For the Proposer to respond to other inquiries that the University has during the course of the presentation.

The Interview Session forum will be informal as the University is **not** interested in a marketing presentation; rather, we are requesting a round table discussion with the shortlisted AE firms.

Each shortlisted AE firm will be required to have the following key personnel attend: Principal in Charge, A/E Project Manager, Project Architect, Mechanical Engineer, and Electrical Engineer.

Upon completion of the Interview Sessions, the University will conduct the Second Phase Technical Evaluation as described in Section 8.

END OF SECTION 7 – SECOND PHASE TECHNICAL

SECTION 8 – EVALUATION

A. INITIAL TECHNICAL EVALUATION

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

B. SECOND TECHNICAL EVALUATION

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

END OF SECTION 8 – EVALUATION

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

A. A/E FEE PROPOSAL FORM

The top ranked candidate firm will be provided with the forms and format for the fee proposals.

- B. **A/E SCOPE CLARIFICATIONS:** The candidate firm is to submit its scope clarification questions to the Procurement Office per the schedule in Section 1.
- C. **A/E FEE PRE-PROPOSAL MEETING:** The A/E Fee Pre-proposal meeting will be conducted per the schedule in Section 1. At this meeting, the University's responses to the candidate firm's scope clarification questions will be discussed, the A/E fee proposal forms reviewed and any other topics discussed as found necessary.
- D. **A/E DESIGN FEE PROPOSAL:** The candidate firm shall submit its initial A/E Fee Proposal for the Sherman Hall Renewal Project based on the information in the solicitation documents, the discussions at the interview session and the University's responses to the selected firm's scope of work questions.

The A/E fee proposal is also to include costs associated with reimbursable expenses on a not-to-exceed basis with no mark-up by the A/E firm; that is, reimbursables expenses are limited to the actual costs of the expense only. Subsequent A/E fee proposals will be submitted based on the discussions at the negotiation sessions.

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

1. Printing expenses (reproduction of documents for review by other parties such as the University and other State agencies).
2. Out-of-state travel (if any) defined as a minimum of seventy-five (75) miles one way from the University. Authorized, reimbursable travel expenses are subject to the schedule of reimbursement rates provided in the University System of Maryland Policy for Travel Reimbursement and Mileage (found at <https://www.usmd.edu/regents/bylaws/SectionVIII/VIII1110.pdf>).
3. Fire flow tests.
4. LEED registration fee and association costs (if any) for LEED interpretations.

E. A/E FEE NEGOTIATIONS:

1. The fee negotiations will be conducted between the candidate firm and the University Negotiation Committee per the schedule provided in Section 1. Any changes in this schedule require the approval of the Procurement Officer.
2. If the Procurement Officer determines that a satisfactory contract cannot be negotiated, the negotiations shall be terminated. In such instances, the University shall either commence negotiations with the next ranked candidate firm or firms or re-advertise the procurement as it deems appropriate.
3. Upon successful completion of fee negotiations, the Negotiations Committee will forward its recommendation for contract award to the Procurement Officer.
4. The Procurement Officer will review the rankings of the short-listed A/E firms and the final fee negotiations with the USM Service Center Executive Group.
5. Upon approval of the Executive Group, the Procurement Officer shall proceed with the contract award for the design services inclusive approval by the Board of Public Works, if applicable.
6. If the Procurement Officer determines that a satisfactory contract cannot be negotiated with the candidate firm, the negotiations shall be terminated. In such instances, UMBC shall either commence negotiations with the candidate firm ranked number two or re-advertise the procurement, as it deems appropriate.

F. AWARD

1. After notification of contract award for complete design services, the successful A/E firm will be required to sign the University's Standard Form of Agreement with Architects and Engineers for the design of the project (Attachment C).
2. Upon approval by the University Review Group and the Board of Public Works of the contract for complete design services, the University will fully execute the contract with the successful A/E firm.
3. UMBC anticipates having a contract in place with the successful A/E firm in March 2022.

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

SECTION 10 – ADDITIONAL PROPOSAL REQUIREMENTS

A. ARREARAGES

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

B. INCURRED EXPENSES

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

C. MARYLAND PUBLIC ETHICS LAW

1. The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, General Provisions Article, Title 5, Subtitle 5.
2. If the proposer has any questions concerning application of the State Ethics Law to the proposer's participation in this procurement, it is incumbent upon the proposer to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401, 410-260-7770, 877-669-6085.
3. The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.
4. The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

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

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

E. PROCUREMENT REGULATIONS

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

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

1. If the annual dollar value of this contract will exceed \$200,000.00, the Proposer is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.
2. By submitting a response to this solicitation, the Proposer agrees to accept payments by EFT. The selected Proposer shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.
3. The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland. That web address is:
<https://www.marylandtaxes.gov/divisions/gad/eft-program.php>.

G. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

H. MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENTS

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

MBE Attachments 1 to 5: The Minority Business Enterprise participation instructions, and forms noted below are provided to assist Proposers. Only MBE Attachment 1A, Parts 1 through 4, 1B, and 1C are included in this solicitation document (Attachment A). The other MBE forms are available at:

<https://umbc.box.com/s/gbcp8b57wjb7dwlh1v77sqc87gaqtvzu>

MBE Attachment 1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule has 4 parts:

- Part 1: Instructions
- Part 2: MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule
- Part 3: MBE Participation Schedule
- Part 4: Signature Page

MBE Attachment 1B Waiver Guidance

MBE Attachment 1C Good Faith Efforts Documentation to Support Waiver Request

(MBE Attachment 1A, Parts 2, 3 and 4 must be submitted with Initial Technical Proposal)

Note: If a Proposer fails to submit a completed MBE Attachment 1A Parts 2 through 4 with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award. Failure to include these Attachment 1A documents is not curable.

- a. MBE Attachment 2 Outreach Efforts Compliance Statement
- b. MBE Attachment 3A MBE Subcontractor Project Participation Certification
- c. MBE Attachment 3B MBE Prime Project Participation Certification
- d. MBE Attachment 4A Prime Contractor Paid/Unpaid MBE Invoice Report
- e. MBE Attachment 4B MBE Prime Contractor Report
- f. MBE Attachment 5 Subcontractor/Contractor Unpaid MBE Invoice Report

2. Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Proposer must provide the following documentation to the Procurement Officer.
 - a. Outreach Efforts Compliance Statement (Attachment 2).
 - b. MBE Prime/Subcontractor Project Participation Certification (Attachment 3A/3B).
 - c. If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
 - d. Any other documentation required by the Procurement Officer to ascertain Proposer responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

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

3. The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractors to submit the following forms to provide the State with ongoing monitoring of MBE Participation:
 - a. Attachment 4A (Prime Contractor Paid/Unpaid MBE Invoice Report).
 - b. Attachment 4B (MBE Prime Contractor Report)
 - c. Attachment 5 (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).
4. A Proposer that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment 1C) and all documentation within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
5. All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment 1A), completed and submitted by the Proposer in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes.

6. The Proposer is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions.
7. As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

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

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

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

work performed by each, and the actual dollar value of work performed.

Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

- d. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
 - e. Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.
9. The contract awarded as a result of this procurement requires the awarded A/E firm to make good faith efforts to comply with the Minority Business Enterprise Program and contract provisions. The University and the A/E Firm acknowledge and agree that the University will incur damages, including but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the A/E does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the University might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

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

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

- d. Failure to meet the A/E's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

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

END OF SECTION 10 – ADDITIONAL PROPOSAL REQUIREMENTS

SECTION 11 – AVAILABLE PROJECT INFORMATION

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

- a. University of Maryland Baltimore's 2019 edition of the Procedure Manual for Professional A/E Services, available at [UMB - Facilities and Operations - Design and Construction](#).
- b. The following documents are available at <https://umbc.box.com/s/em1ow8uxqn3w7ym376q39zcabzbh88x8>
 - UMBC Sherman Hall Renewal Facility Program, Part II dated March 2021.
 - UMBC Supplement to UMB Procedure Manual for Professional Architectural/ Engineering Services dated 8/25/21 and attachments 15, 16, and 17
 - Facilities Assessment Consultant Services for Sherman Hall dated September 8, 2020
 - Sherman Hall Façade Condition and Recommendations report dated October 31, 2018
 - Evaluation of Modular Brick Masonry Unit and Masonry Systems dated December 15, 2017

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

END OF SECTION 11 – AVAILABLE PROJECT INFORMATION