



# 21<sup>st</sup> CENTURY SCHOOLS

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B A L T I M O R E

**Maryland Stadium Authority**

**Request for Proposals**

**Code Consulting Services**

**Issue Date: July 10, 2017**

**KEY INFORMATION SUMMARY SHEET**

**MARYLAND STADIUM AUTHORITY**

**Request for Proposals  
Code Consulting Services**

**RFP Issue Date:** July 10, 2017

**Procurement Officer:** Carmina Perez-Fowler  
Maryland Stadium Authority  
351 West Camden Street, Suite 500  
Baltimore, Maryland 21201  
Office Phone: (410) 223-4129  
e-mail: cperezfowler@mdstdad.com

**Procurement Method:** Competitive Sealed Proposals

**MBE Participation Goal:** 10% overall

**Pre-Proposal  
Conference:** July 26, 2017 at 11:00 a.m.

**Closing Date and Time (Local Time)  
Technical Proposals:** August 8, 2017 at 1:00 p.m.

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## **SECTION 1**

### **GENERAL INFORMATION**

#### **1.1 Summary Statement**

The Maryland Stadium Authority (“MSA”) and Baltimore City Public Schools (“City Schools”) are issuing this Request for Proposals (“RFP”) to select a Code Consulting Services firm to provide Third Party Plan Review and Third Party Inspection Services (collectively “Services”) related to Year Two projects pursuant to the Baltimore City Public Schools Construction and Revitalization Act of 2013 (the “Program/Act”). The Program authorizes the MSA to finance up to \$1.1 billion for the renovation and/or replacement of City Schools buildings, and will be implemented and administered through a combination of MSA and City Schools staff. The Program is also supported by City Schools Partners (“CSP”), a program management firm representing both entities that will assist with program and project administration services.

As stipulated in the Act, MSA, City Schools, Baltimore City and the Interagency Committee on School Construction (the “Parties”) entered into a Memorandum of Understanding (“MOU”), which was approved by all parties and the Maryland Board of Public Works. The MOU addresses sixteen parameters identified in the Act and can be viewed at

<http://www.mdstad.com/sites/default/files/Schools/mou-final-2013.pdf>.

It is strongly recommended that Offerors familiarize themselves with the requirements, goals, and aspirations identified in the MOU, as it outlines the parties’ roles, rights, responsibilities and efforts to engage the local community with regards to apprenticeships, schools, student training/internships, local employment and contracting objectives.

#### **1.2 Abbreviations and Definitions**

For purposes of this RFP, the following abbreviations and terms have the meanings indicated below:

- a. **21<sup>st</sup> Century School** - A generally accepted term for a school building that includes, but is not limited to, space adaptability for teaching, learning, and community usage, cutting-edge learning technology, and environmental sustainability.
- b. **A/E** - The team of architects, engineers, and other professional A/Es required and assembled to perform the feasibility studies and/or design and construction administration services associated with the Program.
- c. **Act** - The Baltimore City Public Schools Construction and Revitalization Act of 2013.

- d. **City Schools** - The Baltimore City Board of School Commissioners or its designated staff.
- e. **City Schools Procurement Policy** - City Schools' procurement policies and procedures (available at <http://www.baltimorecityschools.org/Page/25293>).
- f. **Consultant** – The Offeror selected to provide the Services under the procedures and requirements set forth in the RFP.
- g. **Contract** - The contract entered into between MSA and the selected Offeror. The Contract will include all general terms and conditions, and will incorporate the entire RFP, including any amendments and addenda to the RFP, and all or indicated portions of the selected Offeror's proposal. A sample contract is attached hereto as **Attachment I**.
- i. **COMAR** - Code of Maryland Regulations (available at [www.dsd.state.md.us](http://www.dsd.state.md.us)).
- j. **eMM** - eMaryland Marketplace (<https://emaryland.buyspeed.com>).
- k. **IAC** - Interagency Committee on School Construction.
- l. **LEED** - A third-party certification program and the nationally accepted benchmark for the design, construction, and operation of high performance green buildings developed by the U.S. Green Building Council (USGBC).
- m. **Local Time** – Time in the Eastern Time Zone as observed by the State.
- n. **MBE** –Minority Business Enterprise certified by the Maryland Department of Transportation (MDOT).
- o. **MSA** – Maryland Stadium Authority ([www.mdstad.com](http://www.mdstad.com))
- p. **MSA Business Hours** – 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays.
- q. **MSA Procurement Policies** – MSA procurement policies and procedures (available at <http://mdstad.com/doing-business/contract-opportunities>).
- r. **Offeror** - An entity that submits a Proposal in response to this RFP.
- s. **Procurement Officer (PO)** – The MSA representative responsible for this RFP. MSA may change the Procurement Officer at any time and will

provide written notice to the Offerors of any such change

- t. **Program** - The replacement or renovation and/or additions of certain City Schools buildings in accordance with the Act.
- u. **Project** – A specific City Schools building as identified in the RFP.
- v. **Proposal** - The submission provided by Offerors in response to this RFP.
- w. **RFP** - This Request for Proposals.
- x. **Selection Committee**- The representatives of the MSA and City Schools selecting the Consultant.
- y. **State** - The State of Maryland.

### **1.3 Contract Type**

The contract that results from this RFP will include a fixed fee for professional services and a contingency amount to be used by MSA in its sole discretion. After execution, the Contract amount shall not be exceeded without the necessary contract modification.

### **1.4 Contract Duration**

The term of the Contract will be for a period necessary to complete the scope of work and as agreed upon by MSA and the Consultant.

### **1.5 Procurement Officer**

The sole point-of-contact for purposes of this RFP is the Procurement Officer listed below:

**Carmina Perez-Fowler**  
**Maryland Stadium Authority**  
**351 West Camden Street, Suite 500**  
**Baltimore, Maryland 21201**  
**Telephone: 410-223-4129**  
**Email: [cperezfowler@mdstad.com](mailto:cperezfowler@mdstad.com)**

MSA may change the Procurement Officer at any time and will provide written notice to the Offerors.

### **1.6 Pre-Proposal Conference**

A web pre-proposal conference (Conference) will be held on July 26, 2017 at 11:00 a.m. (Local Time). Attendance at the Conference is not mandatory but strongly recommended.

Please use this link to register:

<https://www.eventbrite.com/e/pre-proposal-conference-rfp-for-year-2-code-consultant-services-tickets-36066108702>

## **1.7 The Project Manager**

The Project Manager is:

Larry Flynn  
Maryland Stadium Authority  
351 West Camden Street, Suite 500  
Baltimore, Maryland 21201  
Telephone: 410-223-4150  
Email: [lflynn@mdstad.com](mailto:lflynn@mdstad.com)

MSA may change the Project Manager at any time by written notice to the Consultant.

## **1.8 e-Maryland Marketplace**

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go here to register: <http://emaryland.buyspeed.com>. Click on "Registration" to begin the process and follow the prompts.

## **1.9 Questions**

Questions regarding this RFP shall be submitted electronically in Word or PDF formats via the following link no later than **1:00 pm (Local Time) on August 1, 2017**: <https://mdstad.sharefile.com/r-rb21e136f21e48c9b>

Please include information regarding the name of the firm, representative's name, and contact information. Based on the availability of time to research and communicate an answer, the Procurement Officer will decide whether an answer can be given before the proposal closing date. Answers to all substantive questions that have not previously been answered, and are not clearly specific to the requestor, will be responded via addendum.

## **1.10 Technical Proposals - Closing Date and Time**

In order to be considered, Technical Proposals must be uploaded to the following link no later than **August 8, 2017 at 1:00 p.m. (Local Time)**: <https://mdstad.sharefile.com/r-re0b8cf18cc042238>

Requests for extension of this date or time will not be granted. Offerors shall allow sufficient electronic transmission time to ensure timely receipt. Proposals



received by MSA after the deadline will not be considered. Proposals will not be reviewed publicly.

### **1.11 Oral Presentations**

Short-listed Offerors will be required to make oral presentations to the Selection Committee. Oral presentations will take place on August 16 and 17. Please state your availability for these dates in the Technical Proposal. Significant representations made by an Offeror during the oral presentation must be confirmed in writing. All such representations will become part of the Offeror's Proposal and are binding if a Contract is awarded resulting from this RFP.

### **1.12 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for **180 days** following the closing date for proposals. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

### **1.13 Proposal Affidavit**

A completed Bid/Proposal Affidavit must accompany the Proposal submitted by an Offeror. A copy of this Affidavit is included as **Attachment A** of this RFP.

### **1.14 Contract Affidavit**

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes only as **Attachment C** of this RFP. This Affidavit must be provided within 5 business days after notification of proposed contract award.

### **1.15 e-Maryland Marketplace (“eMM”)**

In order to receive a Contract award, a vendor must be registered on eMM. Registration is free. Please click the following link in order to register for eMM: <https://emaryland.buyspeed.com/bs/>. Then click on “Registration” to begin the process, and follow the prompts.

### **1.16 Procurement Method**

The Contract resulting from this RFP will be awarded in accordance with the Competitive Sealed Proposals process under Section 3 (C) of MSA's Procurement Policies. MSA's Procurement Policies are available for review on MSA's website at <http://mdstad.com/doing-business/contract-opportunities> or may be obtained by contacting the Procurement Officer.

### **1.17 Arrearages**

By submitting a response to this RFP, an Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including, by way of example only, the payment of taxes and employee benefits, and that it will not become so in arrears during the term of the Contract if selected for contract award.

### **1.18 Revisions to the RFP**

If it becomes necessary to revise this RFP before the closing date for proposals, amendments will be posted on MSA's website and eMaryland Marketplace. Amendments made after the closing date for proposals will be sent only to those Offerors who submitted a responsive and timely proposal. Acknowledgment of the receipt of all amendments to this RFP issued before the proposal closing date must accompany the Offeror's Proposal as identified in Section 4. Acknowledgement of the receipt of amendments to the RFP issued after the proposal closing date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

### **1.19 Cancellations; Discussions**

MSA reserves the right to cancel this RFP, to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with any or all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of MSA and City Schools. This may be followed by submission of Offeror-revised Proposals and best and final offers ("BAFO"). MSA also reserves the right, in its sole discretion, to award a contract based upon written proposals received, without prior discussions or negotiations.

### **1.20 False Statements**

MSA incorporates by reference the provisions of Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland regarding truthfulness in the information included in the contract documents. Offeror shall comply with the obligations set forth therein, including, without limitation, the following:

- a) In connection with a procurement contract, a person may not willfully:
  - 1) Falsify, conceal, or suppress a material fact by any scheme or device;
  - 2) Make a false or fraudulent statement or representation of a material fact; or

- 3) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b) A person may not aid or conspire with another person to commit an act under subsection of this section.
- c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

### **1.21 Minority Business Enterprise**

A minimum overall MBE subcontract participation goal of ten percent (10%) with no subgoals has been established for this RFP. All subconsultants named by the Offeror as part of their MBE Schedule must be certified with the Maryland Department of Transportation (MDOT). Offerors' submissions must also include the MBE subconsultant's MDOT certification number as well as the North American Industry Classification System (NAICS) product and service description to be performed. The forms (with instructions) that are required for submissions in response to this RFP are attached hereto as **Attachment D**. The most up-to-date information on certified MBE firms is available on MDOT's directory: <http://mdot.state.md.us>. The Governor's Office of Small, Minority and Women Business Affairs has issued a Q&A regarding counting participation by MBE primes. Please refer to GOMA's website <http://goma.maryland.gov/Pages/default.aspx>.

### **1.22 Incurred Expenses; Economy of Preparation**

MSA and/or City Schools will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration or in performing any other activities relative to this RFP. Proposals should be prepared simply and economically, providing a straightforward, concise description of how the Offeror proposes to meet the requirements of this RFP.

### **1.23 Protests/Disputes**

Any protest or dispute related to this RFP or a resulting Contract will be subject to Section 10 of MSA's Procurement Policies and Procedures and the relevant provisions of the Contract. MSA's Procurement Policies are available for review on MSA's website at <http://mdstad.com/doing-business/contract-opportunities> or may be obtained by contacting the Procurement Officer.

### **1.24 Access to Public Records Act Notice**

An Offeror should give specific attention to the clear identification of those portions of the Proposal that it considers confidential, proprietary commercial information or trade secrets, and provide written justification why such

materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed.

### **1.25 Offeror Responsibilities**

The Consultant shall be responsible for all products and services required by this RFP. Subconsultants must be identified, and a complete description of their roles relative to the Proposal must be included in the Proposal. The Consultant retains responsibility for all work to be performed by and any deliverable submitted by a subconsultant. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

### **1.26 Patents, Copyrights, and Intellectual Property**

a) If the Consultant furnishes any design, device, material, process or other item that is covered by a patent or copyright or that is proprietary to or a trade secret of another, it shall obtain the necessary permission or license to permit MSA and/or City Schools to use such item.

b) The Consultant will defend or settle, at its own expense, any claim or suit against MSA and/or City Schools alleging that any such item furnished by the Consultant infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, copyright or trade secret, the Consultant will defend MSA and/or City Schools against that claim at the Consultant's expense and will pay all damages, costs, and attorneys fees that a court finally awards, provided MSA and/or City Schools: (i) promptly notifies Consultant in writing of the claim; and (ii) allows the Consultant to control and cooperates with the Consultant in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in the next paragraph.

c) If any products furnished by the Consultant become, or in the Consultant's opinion are likely to become, the subject of a claim of infringement, the Consultant will, at its option and expense: (i) procure for MSA and/or City Schools the right to continue using the applicable item; (ii) replace the product with a non-infringing product substantially complying with the item's specifications; or (iii) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

### **1.27 Non-Availability of Funding**

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

### **1.28 Financial Disclosure**

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

### **1.29 Non-Exclusive Use**

Neither this RFP nor any resulting Contract shall be construed to require MSA or City Schools to use any Offeror or exclusively use the Consultant for the services described in this RFP. MSA and City Schools reserve the right to obtain services of any nature from other sources when it is in the best interest of MSA and City Schools to do so and without notice to any party. MSA and City Schools make no guarantees that it will purchase any products or services from the Consultant resulting from this RFP.

### **1.30 Sustainability Policies**

MSA is committed to procuring all supplies, services, maintenance, construction, and architect-engineer services in a manner consistent with the promotion of sound environmental practices. Moreover, MSA and City Schools have committed to certain environmental standards as more fully set forth in the Memorandum of Understanding, identified in this RFP in Section 3. All goods and services provided in response to this solicitation shall conform to those environmental standards.

### **1.31 Payments by Electronic Fund Transfer**

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic funds transfer (EFT). A form will be provided to the selected Offeror.

### **1.32 Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party to a Contract resulting from this RFP (including without limitation any information or data stored within the Consultant's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under the Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of the Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third-party lawfully in possession thereof and legally permitted to further disclose the information; or (e) such party is required to disclose by law.

### **1.33 Loss of Data**

In the event of loss of any MSA and/or City Schools data or records where such loss is due to the intentional act or omission or negligence of the Consultant or any of its subconsultants or agents, the Consultant shall be responsible for recreating such lost data in the manner and on the schedule set by the Procurement Officer. The Consultant shall ensure that all data is backed up and recoverable by the Consultant.

### **1.34 Non-Hiring of Employees**

No official or employee of the State, as defined in State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this procurement, shall, during the pendency and term of a resulting Contract, and while serving as an official or employee of the State, become or be an employee of the Consultant or any entity that is a subconsultant on said Contract.

### **1.35 Nondiscrimination in Employment**

The Consultant agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed,

age, sex, marital status, sexual orientation, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause subconsultants to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

### **1.36 Contingent Fee Prohibition**

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

### **1.37 Political Contribution Disclosure**

The Consultant shall comply with Election Law Article, §§14-101 to 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

### **1.38 Verification of Registration and Tax Payment**

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the closing date for receipt of Proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

### **1.39 MBE and Prevailing Wage Compliance System**

As part of MSA's commitment to assist firms in complying with legal and contractual requirements, MSA maintains a web-based MBE and prevailing wage compliance system. The system was designed to provide various work-flow automation features that improve the project reporting process. This system will monitor contract compliance for all Program contracts. The prime firm, its first tier Consultant, and all MBE participation subconsultant awarded contracts will be required to use the web-based system to submit project information including, but not limited to, certification of payments made and received and certified payroll records (if the contract includes prevailing wage and/or workforce development requirements). MSA may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.

### **1.40 Background Checks**

The Consultant and subcontractors who will be working on-site at any of the 21<sup>st</sup> Century Schools are required to complete and pass a Baltimore City Schools background screening and meet the qualifications that can be found at: <http://baltimore21stcenturyschools.org/more/frequently-asked-questions>. Please refer to **Attachment J** for information regarding background check process and forms.

### **1.41 Maryland Law**

This RFP and any subsequent RFPs or Contracts shall be construed, interpreted, and enforced according to the laws of the State of Maryland.



## **SECTION 2**

### **OFFEROR'S QUALIFICATIONS**

Offerors shall meet the following minimum qualifications in order to be considered for award:

- a) The Offeror shall be a firm specializing in providing code consulting services and experienced in reviewing, interpreting, inspecting, and approving items related to the code;
- b) Has significant experience participating in all phases of a project, including design review, submittal review, construction inspection, and final report sign-off;
- c) Has significant experience in providing code consulting services for renovations and replacement projects;
- d) Has the ability to manage multiple projects in various stages of design and construction at one time, and;
- e) Has been engaged for a minimum of five (5) years in providing code consulting services.

## SECTION 3

### PURPOSE AND SCOPE OF WORK

#### 3.1 Purpose

The MSA and City Schools are issuing this Request for Proposals to retain a consultant to provide Third Party Plan Review and Third Party Inspection Services (collectively the “Services”). For purposes of this solicitation, “Third Party Plan Review” is defined as the review of Construction Documents (plans and specifications) in order to certify the following disciplines are in compliance with City of Baltimore building codes: Structural, Non-Structural, Plumbing, Mechanical/HVAC, Electrical, and Elevator. “Third Party Inspection” is defined as field inspections of new construction, additions, alterations, and repairs which are performed in order to certify to the MSA that such work has been constructed in compliance with City of Baltimore building codes. Third Party Inspection is required during the construction phase. Third party inspectors will come to the site on an “as needed” basis. Offerors should propose the anticipated number of site visits based on their knowledge of Baltimore City codes. Also, the Offeror shall be required to provide signed and sealed letters stating that it reviewed the documents and they are in compliance with the local code. These letters shall be provided per project. There shall be evidence that the drawings have been reviewed by a professional engineer. The Program’s current Code Compliance Program is attached hereto as **Attachment L**. A copy of the executed Memorandum of Understanding with the Office of the State Fire Marshall is attached hereto as **Attachment F**.

The Offeror shall provide a scope of work document, outlining what it believes the extent of the construction review services will be, based on its knowledge of Code reviews. MSA is seeking, at a minimum, to comply with Baltimore City codes. If beneficial to the project, MSA may provide a set of drawings as a courtesy copy to the local jurisdictions in order to obtain their comments and invite to provide field inspections.

The MSA will be the final arbiter of code modification/variance issues related to both Third Party Plan Review and Third Party Inspection services, but will rely heavily on the selected Offeror to ensure full code compliance. Prior to building occupancy, the Consultant will be required to submit a Final Inspection Report to MSA stating that the completed facility is in compliance with all applicable City of Baltimore building codes and the facility is safe to occupy.

The Scope of Work for the MSA/City Schools Third Party Code Compliance Services consists of plan reviews and field inspections for seventeen (17) Plan Year 2 MSA designated schools as identified below:

School/Building Name	Address	Estimated Square Footage
Fairmount Harford Building	2555 Harford Rd Baltimore, MD 21218	162,527
John Ruhrah Elementary/Middle School	701 Rappolla St. Baltimore, MD 21224	135,317
Calvin M. Rodwell Elementary/Middle School	3501 Hillsdale Rd Baltimore, MD 21207	107,527
Calverton Elementary/Middle School	1100 Whitmore Ave. Baltimore, MD 21216	154,014
Bay-Brook Elementary/Middle School	301 10th St. Baltimore, MD 21225	118,537
Walter P. Carter Elementary/Middle School	820 E. 43rd Street Baltimore, MD 21212	152,943
Harford Heights Elementary School	1919 N. Broadway Baltimore, MD 21213	127,358
Mary E. Rodman Elementary School	3510 W Mulberry St. Baltimore, MD 21229	82,747
Highlandtown Elementary/Middle School #237	231 S Eaton St. Baltimore, MD 21224	27,860
Commodore John Rodgers Elementary/Middle School	100 N Chester St. Baltimore, MD 21231	29,470
Govans Elementary School	5801 York Rd Baltimore, MD 21212	92,183
Medfield Heights Elementary School	4300 Buchanan Ave Baltimore, MD 21211	80,024
Northwood Elementary School	5201 Loch Raven Blvd Baltimore, MD 21239	118,685
Cross Country Elementary/Middle School	6100 Cross Country Blvd Baltimore, MD 21215	88,785
Montebello Elementary/Middle School	2040 E 32nd St. Baltimore, MD 21218	104,307
Robert W. Coleman Elementary School	2400 Windsor Ave Baltimore, MD 21216	45,819
James Mosher Elementary School	2400 Mosher St. Baltimore, MD 21216	69,252

Architectural/Engineering design firms and their design team members for the seventeen (17) school projects shall not perform Third Party Plan Review or Inspection Services for that project. The Offeror shall provide an organizational chart by project to ensure that no subconsultant is/becomes a member of the A/E Team for a particular project. Most of the A/E Design Teams for Year 2 have not been selected. It is expected that the delivery methods for the school construction will be either Construction Manager at Risk or Design/Build.

Offerors acknowledge that their hours provided on the Financial Proposal Form for Third Party Plan Review and Third Party Inspection Services are an estimated number of hours for evaluation purposes totaling a Lump-Sum amount per project. Offerors are encouraged to submit detailed Voluntary Alternates (additive or deductive) for changes in the Scope of Work as described in this solicitation. All Voluntary Alternates shall maintain full code compliance with the City of Baltimore requirements. See the Financial Proposal Summary for the inclusion of Voluntary Alternates.

### **3.2 Scope of Services**

#### **A. Third Party Plan Review:**

The Scope of Work for Third Party Plan Review shall include the following:

- 1. *Applicable Codes:*** Third Party Plan Reviews consist of Code Compliance to the latest edition of Baltimore City codes and confirmed by the selected Offeror:
  - a.** Maryland Building Performance Standards / January 2012
  - b.** International Building Code / 2012
  - c.** National Electrical Code / 2011
  - d.** International Fuel Gas Code / 2012
  - e.** International Mechanical Code / 2012
  - f.** International Plumbing Code / 2012.
  - g.** International Property Maintenance Code / 2012
  - h.** International Energy Conservation Code / 2012
  - i.** International Residential Code, 1- and 2- Family Dwellings / 2012
  - j.** As supplemented, amended, or otherwise modified by the
- 2. *ADA Compliance:*** Plan Reviews include full compliance with the *Americans with Disabilities Act* as it applies to the design of school

facilities and sites. Reference the *ADA Accessibility Guidelines for Buildings and Facilities*, the *Maryland Accessibility Code*, and the *International Building Code* for specific project requirements. Accessibility for project site and facilities will be developed in accordance with these guidelines for new construction projects, additions, alterations, renovations, and historic preservation work.

3. **Schedule: Attachment H** includes the proposed Third Party Plan Review Schedules that include submission reviews as summarized below. Please note that the dates provided are approximations for pricing purposes. Final dates shall be established in coordination with the individual project teams.

Third Party Plan Review schedule requirements include the following:

- a. A Preliminary Code Review submission at the 100% Design Development drawing completion to address applicable building codes, discuss any code issues, discuss submission requirements, and to coordinate delivery of any Early Release Packages.
- b. A Building Code Review submission at the 50% Construction Document drawing completion. As indicated on the schedule, 2 weeks are allocated for the 50% CD Third Party Plan Review and the A/E Team response will be incorporated into the 99% CD submission. Any remaining Code Compliance comments will be incorporated into the 100% CD's.
- c. Plan Review services include all coordination (including phone calls, emails, written documentation, and meetings) as required to certify the Code Compliance of the Construction Documents. Coordinate with the A/E Team and MSA as required.
- d. After the Third Party Plan Review comments are completed and incorporated into the 100% Construction Documents, the Third Party Plan Reviewer will provide three (3) full sets of 100% Construction Documents (drawings furnished by the A/E Team) with each drawing page signed and sealed; additionally, submit a Third Party Plan Review Approval Certification letter signed and sealed.
- e. The MSA may require early release packages such as foundation-to-grade work for some of the MSA designated projects in order to maintain project schedules. Since foundation design Third Party Plan Review work is already included in the project scope of work, there will not be any additional costs for this submission review or any other early packages that would normally be included as part of the 50% CD submission review.

4. ***Plan Review Disciplines:*** Plan Review Services shall include plans, specifications, and selected shop drawings (i.e. Elevator) for the following disciplines:
  - a. Structural (includes review of the Geotechnical Report)
  - b. Non-Structural
  - c. Plumbing
  - d. Mechanical/HVAC
  - e. Electrical
  - f. Elevator
  
5. ***Other Agency Reviews:*** Agency reviews, scheduled by MSA, outside of the Third Party Plan Reviews include, but not limited to, the following:
  - a. Maryland State Fire Marshal
  - b. Baltimore City Health Department
  - c. Maryland State Department of the Environment
  - d. Baltimore City Planning Department/UDARP

**B. Third Party Inspections**

During this phase, the A/E shall complete at a minimum, the following:

1. ***Applicable Codes:*** Third Party Inspections consist of Code Compliance to the latest edition of related codes of Baltimore City and confirmed by the selected Offeror:
  - a. Maryland Building Performance Standards / January 2012
  - b. International Building Code / 2012
  - c. National Electrical Code / 2011
  - d. International Fuel Gas Code / 2012
  - e. International Mechanical Code / 2012
  - f. International Plumbing Code / 2012.
  - g. International Property Maintenance Code / 2012

- h. International Energy Conservation Code / 2012
  - i. International Residential Code, 1- and 2- Family Dwellings / 2012
  - j. As supplemented, amended, or otherwise modified by the Baltimore City Building and Related Codes/2013 Edition
2. **ADA Compliance:** Third Party Inspections include full compliance with the *Americans with Disabilities Act* as it applies to the design of school facilities and sites. Reference the *ADA Accessibility Guidelines for Buildings and Facilities*, the *Maryland Accessibility Code*, and the *International Building Code* for specific project requirements. Accessibility for project site and facilities will be developed in accordance with these guidelines for new construction projects, additions, alterations, renovations, and historic preservation work.
3. **Schedule: Attachment H** includes the proposed construction dates for the Year 2 projects. Third Party Inspections will be scheduled by the Construction Manager. Offerors shall anticipate inspections during the designated construction periods for each project. Detailed CPM construction schedules will be provided by the Construction Management firms for each project as they become engaged for each project. Once notification for a field inspection is provided by the Construction Manager, the Third Party Inspector will provide a response time of 48 hours (2 business days) or less.
4. **Inspection Disciplines:** Third Party Inspection Services will include inspections of the following building systems:
- a. Plumbing
  - b. Mechanical/HVAC (including any Boiler and Pressure Vessel Safety Inspection as required by the State of Maryland Division of Labor and Industry Boiler and Pressure Vessel Safety)
  - c. Electrical (including any Baltimore Gas and Electric required inspections)
  - d. Building Construction
  - e. Elevator (including all inspections and certifications required by the State of Maryland Commissioner of Labor and Industry Elevator and Escalator Safety)

### 3.3 Professional Liability (PL) Insurance Coverage Requirements

Offerors must be able to demonstrate the ability to meet the PL insurance coverage limits shown below. A statement from the A/E carrier

identifying coverage limits and unencumbered balances are required at time of proposal submission. Unless otherwise specified by the Procurement Officer, the minimum limit required is **\$1,000,000 Aggregate**.

Additional PL insurance requirements (upon Project award):

- A. The Consultant shall obtain and maintain, from and after the date of the Contract, Professional Liability (PL) Insurance to protect MSA and City Schools from damages arising from, and against liability for, errors and omissions in design work performed by the Consultant or any member of the Consultant's team providing professional architectural and engineering design services.
- B. The Consultant shall furnish evidence demonstrating that the limits of coverage stated above are available and unencumbered by previous losses on the policy. During the Contract term, if the available limits in aggregate fall below 50%, the Consultant shall notify the Procurement Officer and take action promptly to restore the limits to the required level.
- C. Deductibles shall be the responsibility of the Consultant and may not exceed \$25,000 without prior approval by the Procurement Officer.
- D. There shall be no exclusion for environmental claims arising out of the performance of the professional services.
- E. Firms performing work under a joint venture agreement must furnish evidence in the form of an endorsement by the insurer that the joint venture is insured under the policy.



## SECTION 4

### **PROPOSAL SUBMISSION AND REQUIREMENTS**

#### **4.1 Submission – General Requirements**

Offerors shall submit proposals labeled “**21<sup>st</sup> Century School Buildings Program - Request for Proposals – Code Consulting Services – Volume I - Technical Proposal, or Volume II – Financial Proposal.**” All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page “x”). The final page shall state “Final Page.”

Offerors shall submit the Technical Proposals by the due date and time set forth in the Key Information Summary Sheet, as revised by any addendum. Technical proposals must be uploaded electronically to the link provided in Section 1.10. **The electronic submissions (formatted as .pdf file) shall include the firm’s name in the file name and shall be formatted so each page can be printed in 8 ½ x 11.**

Upon receipt, the Selection Committee will review the Offerors’ Technical Proposals. Firms deemed as meeting all of the requirements will be ranked and, based on the achieved rankings, selected firms will then be “short listed.” Those “short listed” firms will be asked to attend an oral presentation. After oral presentations, the Selection Committee will select which short-listed Offerors will be requested to submit a Financial Proposal.

Offerors must respond to all requirements identified in the RFP. Offerors who fail to do so will be deemed not reasonably susceptible of being selected for award.

#### **4.2 Volume I – Technical Proposal**

This section provides specific instructions for submission of the Offeror’s Technical Proposal. The Technical Proposal shall include:

##### **a) Transmittal Letter**

A transmittal letter must be included in the Technical Proposal. The purpose of this letter is to transmit the proposal to the Procurement Officer. The transmittal letter should be brief, and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

**b) Title and Table of Contents**

The Technical Proposal shall begin with a title page bearing the name and address of the Offeror, point of contact information (including e-mail address), and the name of this RFP. A table of contents for the Proposal should follow the title page. Information that is claimed to be confidential shall be clearly identified. **Unless there is a compelling case, an entire proposal** should not be labeled confidential; only those portions that can reasonably be shown to be proprietary or confidential should be so labeled.

**c) Executive Summary**

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.” The summary shall identify any exceptions the Offeror has taken to the requirements of this RFP and attachments (including the sample contract), acknowledge the receipt of any amendments/addenda associated with this RFP, availability for the oral presentation, and identify the tax identification number of the “prime” Offeror. The Executive Summary shall not exceed two (2) pages.

**Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception, the Executive Summary should so state.**

**d) Offeror’s Experience**

Section 2 (Offeror’s Qualification) and Section 3 (Scope of Work) of this RFP, provides Offerors with information on the desired outcome of this solicitation. At a minimum, Offerors shall provide information regarding the company’s relevant experience, including specific examples of projects managed within the last five (5) years, and the relevant services provided. Experience should be identified by project type (new construction or renovation), project size, and project value. Schools experience is preferred.

**e) Work Plan - Third Party Plan Review Services**

- 1) Provide comments regarding current Code Compliance Program as it relates to Third Party Plan reviews.
- 2) Provide a Third Party Plan Review Organizational Chart by project including the lead firm, any subconsultants, and firm point of contact for the disciplines listed below:
  - Structural

- Non-structural
  - Plumbing
  - Mechanical/HVAC
  - Electrical
  - Elevator
  - Fire and Life Safety
- 3) Provide a resume of experience for each of the firms listed in the Organizational Chart: include a description of the prior work experience with each other for the listed firms.
  - 4) Provide a workload Capacity and Availability Assessment for all firms listed in the Organizational Chart.
  - 5) Provide the names, qualifications, and resumes of all Plan Review personnel and any relevant certifications, including the organizations, listed below:
    - Education, including any relevant degrees obtained
    - Current registration numbers for Architects and Engineers registered in the State of Maryland
    - Documented years of Plan Review experience
    - International Code Council (ICC) certifications and Continuing Educational Units (C.E.U.'s) obtained
  - 6) Provide recommended Minimum Scope Plan Review for each of the following disciplines:
    - Structural
    - Non-Structural
    - Mechanical
    - Plumbing
    - Electrical
    - Elevator
    - Fire Protection
  - 7) Provide samples of any work product that demonstrates prior experience providing Third Party Plan Review services. Examples may include:
    - Plan Review Code Compliance Checklist
    - Plan Review Code Deficiency Report
    - Review Approval Certification Letter and/or Report

**f) Work Plan - Third Party Inspections**

- 1) Provide comments regarding current Code Compliance Program as it relates to Third Party inspections.
- 2) Provide a Third Party Inspection Organizational Chart by project, including the lead firm, any subconsultants, and firm point of contact for the disciplines listed below:

- Professional-in-Charge
  - Plumbing
  - Mechanical/HVAC
  - Electrical
  - Building Construction
  - Elevator
  - Fire and Life Safety
- 3) Provide a resume of experience for each of the firms/individuals listed in the Organizational Chart. Also, Offerors shall include a description of the prior work experience with each other for the listed firms/individuals.
- 4) Provide a workload Capacity and Availability Assessment for all firms/individuals listed in the Organizational Chart that demonstrates the Offeror's ability to provide 48-hour response service concurrently for all schools identified herein.
- 5) Provide the names, qualification, and resumes of all Inspection personnel and any relevant certifications from the organizations included below:
- Education, including any relevant degrees obtained
  - Current registration numbers for any Architects and Engineers registered in the State of Maryland
  - International Code Council (ICC) certifications and Continuing Educational Units (C.E.U.'s) obtained
  - Documented years of experience in Code Compliance Inspections
  - Documented years of Municipal Fire Inspector experience
  - Certification as a State of Maryland Fire Marshal approved Electrical Inspector
  - National Association of Elevator Safety Authorities (NAESA) certification
  - Third Party Elevator Inspector authorized by the State of Maryland Commissioner of Labor and Industry Elevator and Escalator Safety
- 6) Provide recommended Minimum Scope of Inspections for each of the following building systems:
- Plumbing
  - Mechanical/HVAC
  - Electrical
  - Building Construction, Close-In Inspections, and Final Inspections
  - Elevator
  - Fire and Life Safety

- 7) Provide sample Inspection Report Forms for the following:
- Site Inspection Report, including an example form a previous project
  - Example format of Monthly Inspection Report by project including an example from a previous project
  - Final Inspection Report, including an example from a previous project
  - Provide a schedule showing the detailed sequence of field inspections anticipated for each of the MSA designated schools. Final sequence of field inspections to be coordinated by the Construction Manager once they are engaged.

**Note:** During proposal evaluation, MSA reserves the right to require that the Offeror provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement and Cash Flow Statement or other acceptable financial information. These documents may be relied upon in any determination regarding the Offeror's financial responsibility.

**g) Subcontractors/Joint Ventures**

Offerors shall identify any known subcontractors/subconsultants and/or joint ventures at the time of proposal submission, if any, and the roles these relationships will have in the performance of the Contract. Upon MSA's request, Offerors shall make available within twenty-four (24) hours all subcontractor/ Joint Venture scope of work documents and proposals.

**h) Other Required Submissions**

In addition, Offerors must submit the following items in the Technical Proposal:

- 1) A completed Bid/Proposal Affidavit (**Attachment A**);
- 2) A completed Conflict of Interest Information/Affidavit and Disclosure (**Attachment B**);
- 3) Corporate Profile (**Attachment K**);
- 4) Verification from the Offeror's insurance carrier/provider identifying the Offeror's current policy limits and current deductible amounts, including coverage limits for Commercial General Liability, Excess Liability, Automobile, Worker's Comp/Employer Liability, and any additional insurance coverages held by the Offeror are to be identified and submitted.

### **4.3 Volume II - Financial Proposal**

#### **a) Required Submissions**

Short-listed Offerors must submit the following items in the Financial Proposal:

- 1) The Pricing Form is included with this RFP as **Attachment G**.
- 2) An accurately completed and signed MBE Form D1- “MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule” (see **Attachment D**). Per COMAR regulation 21.11.03.09.C (5), failure to include and/or accurately complete this form shall result in a determination that the proposal is not susceptible for award.

## **SECTION 5**

### **EVALUATION CRITERIA AND SELECTION PROCEDURE**

#### **5.1 Evaluation Criteria**

Evaluation of the Proposals will be performed by the Selection Committee and will be based on the criteria set forth below. Technical criteria shall be given more weight than financial criteria. The Technical Proposal will be worth seventy percent (70%) of the overall score, with breakdowns pertaining to key personnel/staffing, firm experience, work plan, among other factors. The Financial Proposal will be worth thirty percent (30%) of the overall score.

#### **5.2 Technical Criteria**

Criteria used to rate the Technical Proposal includes, without limitation, the following:

- a) Adequacy of the Work Plans to provide the proposed services.
- b) Experience and qualifications of the Offeror and its key management personnel (staffing plan), with specific emphasis on similar projects.
- c) Capacity and Past Performance/References.
- d) Quality of Submission.

#### **5.3 Financial Criteria**

All qualified short-listed Offerors will be given a score based on their evaluated financial proposal. The lowest evaluated financial proposal will receive the maximum score of 30 points. The score for each other financial proposal will be determined on a pro-rata basis compared to the lowest evaluated financial proposal.

#### **5.4 Reciprocal Preference**

Although Maryland law does not authorize procuring agencies to favor resident Offeror in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference may be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required by this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and the preference does not conflict with a federal law or grant affecting the Contract. The preference given will be identical to the preference that the other state, through law, policy, or practice gives to its residents.

## **5.5 General Selection Process**

- a) Submissions will be reviewed by a selection committee comprised of representatives of MSA and City Schools.
- b) The Contract will be awarded in accordance with the competitive sealed proposals process under Section 3(C) of MSA's Procurement Policies.
- c) Prior to award of a contract pursuant to this RFP, MSA may require any and all Offerors to submit such additional information bearing upon the Offeror's ability to perform the contract as MSA may deem appropriate. MSA may also consider any information otherwise available concerning the financial, technical and other qualifications or abilities of the Offeror.
- d) MSA may hold discussions with any or all Offerors judged reasonably susceptible of being selected for award, or potentially so. MSA also reserves the right to develop a short-list of Offerors deemed most qualified based upon their Technical Proposals and conduct discussions with only the short-listed Offerors. However, MSA also reserves the right to make an award without holding discussions. Whether or not discussions are held, MSA may determine an Offeror to be not responsible or not reasonably susceptible of being selected for award, in its sole and absolute discretion, at any time after the initial closing date for receipt of proposals and the review of those proposals.

## **5.6 Award Determination**

Upon completion of all evaluations, discussions and negotiations, and reference checks, the Procurement Officer will recommend award of the contract to the responsible Offeror(s) whose proposal is determined to be the most advantageous to MSA and City Schools considering technical evaluation factors and price factors as set forth in this RFP. The award is subject to approval by the MSA Board of Directors.



## **ATTACHMENT A**

## ATTACHMENT - Bid/Proposal Affidavit

### A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

#### B-1. Certification Regarding Minority Business Enterprises.

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

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D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

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

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

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

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**E. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

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

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

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

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

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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other

agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;

(h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

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

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
(If not applicable, so state). \_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and

regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Representative and Affiant)



## **ATTACHMENT B**

**CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE**

- A. "Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage."
  
- B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a Bidder, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
  
- C. The Bidder warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
  
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary).
  
  
  
  
  
  
  
  
  
  
- E. The Bidder agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions, which the Bidder has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the Contract has been awarded and performance of the Contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

## **ATTACHMENT C**

**CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, (print name) \_\_\_\_\_ possess the legal authority to make this Affidavit.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

\_\_\_\_\_ is a (check applicable items):

- (1) Corporation – \_\_\_ domestic or \_\_\_ foreign;
- (2) Limited Liability Company – \_\_\_ domestic or \_\_\_ foreign;
- (3) Partnership – \_\_\_ domestic or \_\_\_ foreign;
- (4) Statutory Trust – \_\_\_ domestic or \_\_\_ foreign;
- (5) \_\_\_ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation.

The Department ID given to the above business by the State Department of Assessments and Taxation is:

\_\_\_\_\_

The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

(Print name) \_\_\_\_\_

(Print address) \_\_\_\_\_

\_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies the true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_.

**C. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Subtitle 1 of Title 14 of the Election Law Article of the Annotated Code of Maryland and all regulations promulgated by the State Board of Elections pursuant thereto, which provisions require that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives the specified aggregate amount or more, shall file with the State Board of Elections statements disclosing certain contributions at specified times.

**E. DRUG AND ALCOHOL FREE WORKPLACE**

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
  - (i) The dangers of drug and alcohol abuse in the workplace;
  - (ii) The business's policy of maintaining a drug and alcohol free workplace;
  - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b) of this affidavit;
- (h) In the statement required by §E(2)(b) of this affidavit, notify its employees that as a condition of continued employment on the contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii) of this affidavit or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii) of this affidavit or otherwise receiving actual notice of a conviction, impose either of the

following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a) through (j) of this affidavit.
- (3) If the business is an individual, the individual shall certify and agree, as set forth in §E(4) of this affidavit, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**F. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

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

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

Date: \_\_\_\_\_

By:

\_\_\_\_\_  
(printed name of Authorized Representative and affiant)

\_\_\_\_\_  
(signature of Authorized Representative and affiant)



## **ATTACHMENT D**

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

**INSTRUCTIONS**

**PLEASE READ BEFORE COMPLETING THIS DOCUMENT**

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

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
  - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
  - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
  - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
  - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOMA's website ([www.goma.maryland.gov](http://www.goma.maryland.gov)) for the MBE Prime Regulations Q&A for illustrative examples.
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any.
7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us) sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

**Subgoals (if applicable)**

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

**Overall Goal**

Total MBE Participation (include all categories): \_\_\_\_\_ %

**MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT &  
MBE PARTICIPATION SCHEDULE**

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

In connection with the bid/proposal submitted in response to Request for Proposals, Code Consulting Services, I affirm the following:

1. **MBE Participation (PLEASE CHECK ONLY ONE)**

I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ten percent (10%) percent with no subgoals.

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

**OR**

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

## **2. Additional MBE Documentation**

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

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

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

## **3. Information Provided to MBE firms**

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

#### 4. MBE Participation Schedule

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

Prime Contractor	Project Description	Project/Contract Number

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

#### SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned  <input type="checkbox"/> Hispanic American- Owned  <input type="checkbox"/> Asian American-Owned  <input type="checkbox"/> Women-Owned  <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____%</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p>Description of the Work to be performed with MBE prime's own forces: _____</p> <p>_____</p>
--	--

#### SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned  <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned  <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be performed by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned  <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned  <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be performed by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned  <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned  <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be performed by this MBE: _____ %</p> <p>Description of the Work to be Performed: _____ _____ _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____ %</p> <p>Description of the Work to be Performed: _____ _____ _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____ %</p> <p>Description of the Work to be Performed: _____ _____ _____</p>

CONTINUE ON SEPARATE PAGE IF NEEDED

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

\_\_\_\_\_  
Bidder/Offeror Name  
(PLEASE PRINT OR TYPE)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**



# **MBE ATTACHMENT D-1B WAIVER GUIDANCE**

## **GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS**

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

### **I. Definitions**

**MBE Goal(s)** – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

**Good Faith Efforts** – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

**Identified Firms** – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

**Identified Items of Work** – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

**MBE Firms** – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

## II. Types of Actions Agency will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

### A. Identify Bid Items as Work for MBE Firms

#### 1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

#### 2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

### B. Identify MBE Firms to Solicit

#### 1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

#### 2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

### C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. "All" Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. "Electronic Means" includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

### D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.

7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

## E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

## III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

## IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

### A. Items of Work (Complete Good Faith Efforts Documentation Attachment 1-C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

### B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment 2).**

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

- (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment 1-C- Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

- (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

**C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 1-C, Part 3)**

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

**D. Other Documentation**

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

**Exhibit A**

**MBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of Minority firm)

located at \_\_\_\_\_  
(Number) (Street)

\_\_\_\_\_ (City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_

in \_\_\_\_\_ County by \_\_\_\_\_  
(Name of Prime Contractor's Firm)

\*\*\*\*\*

2. \_\_\_\_\_ (Minority Firm), is either unavailable for the

work/service or unable to prepare a bid for this project for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Minority Firm's MBE Representative**      **Title**      **Date**

\_\_\_\_\_  
\_\_\_\_\_

MDOT Certification #      Telephone #

\*\*\*\*\*

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

\_\_\_\_\_  
Signature of Prime Contractor      Title      Date      \_\_\_\_\_

**MBE ATTACHMENT D-1C**  
**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

PAGE \_\_\_ OF \_\_\_

Prime Contractor	Project Description	Solicitation Number

**PARTS 1, 2, AND 3 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.**

I affirm that I have reviewed Attachment D-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment D-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date



**GOOD FAITH EFFORTS DOCUMENTATION  
TO SUPPORT WAIVER REQUEST**

**PART 1 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO  
MBE FIRMS**

PAGE \_\_\_ OF \_\_\_\_

Prime Contractor	Project Description	Solicitation Number

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

## GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

### PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE \_\_\_ OF \_\_\_

Prime Contractor	Project Description	Solicitation Number

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 1-B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 3 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
<b>Firm Name:</b> <hr/> <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b>  <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE  <input type="checkbox"/> Self-performing
<b>Firm Name:</b> <hr/> <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b>  <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE  <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION  
TO SUPPORT WAIVER REQUEST**

**PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES**

PAGE \_\_\_ OF \_\_\_

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 2 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

**MBE Attachment D- 2**  
**OUTREACH EFFORTS COMPLIANCE STATEMENT**

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **Please Check One:**

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. **Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**MBE Attachment D-3A  
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

**PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS FORM WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. \_\_\_\_\_, such Prime Contractor intends to enter into a subcontract with \_\_\_\_\_ (Subcontractor's Name – Second Tier) committing to participation by the MBE firm \_\_\_\_\_ (Name of MBE firm - Second or Third Tier as applicable; if second tier subcontractor previously listed is also the MBE firm, please restate name and provide MBE Certification Number) with MDOT Certification Number \_\_\_\_\_ which will receive at least \$\_\_\_\_\_ or \_\_\_\_% (Total Contract Amount/Percentage) for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

I solemnly affirm under the penalties of perjury that the information provided in this form is true to the best of my knowledge, information and belief.

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER): Leave Blank if not applicable
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____	Federal Identification Number: _____
Address: _____	Address: _____	Address: _____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	Date: _____	Date: _____

**MBE Attachment D-3B  
MBE PRIME - PROJECT PARTICIPATION CERTIFICATION**

**PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) with Certification Number \_\_\_\_\_ is awarded the State contract in conjunction with Solicitation No. \_\_\_\_\_, such MBE Prime Contractor intends to perform with its own forces at least \$\_\_\_\_\_ which equals to \_\_\_% of the Total Contract Amount for performing the following products/services for the Contract:

<b>NAICS CODE</b>	<b>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.</b>	<b>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</b>	<b>VALUE OF THE WORK</b>

<p><b>MBE PRIME CONTRACTOR</b></p> <p>Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>
--

## **ATTACHMENT E**



# Owner's Project Requirements Template

## PROJECT NAME



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## Introduction

How to use this document:

- Items in black are meant to be static
- Items in red are meant to be modified by the individual school's project teams

Clear owner's project requirements (OPR) are the heart of a successful design and construction delivery process. "Creating clear design intent (OPR) is the most critical aspect of the HVAC commissioning process. Design intent (OPR) defines the benchmark by which the success of a project is judged" (ASHRAE). Basis of design is the narrative description of what the designer will or has developed to respond to and meet the owner's project requirements (OPR), including the assumptions and criteria used. OPR and basis of design documentation provide the parties involved with the building at each respective stage an improved understanding of the building systems and assemblies so as to better perform their respective responsibilities regarding the design, construction, or operation of the building.

This document, the Owner's Program Requirements, was developed in accordance with two documents: the Baltimore City Public Schools (City Schools) district-level Educational Specifications (Ed Specs) and the City Schools Design Standards (Design Standards). There was additional input from the Maryland Stadium Authority (MSA) and City Schools. As such, the performance targets in this document are consistent with those in the referenced documents. The compilation of these documents shall act as the overall OPR.

MSA has also developed a Procedure Manual to provide additional guidance to project team on permitting and submissions to MSA, City Schools, and the Department of Planning.

The individual school Architect/Engineer (A/E) teams shall modify this document with specific school parameters from individual school feasibility studies and site-specific Ed Specs to develop the project specific Owner's Project Requirements (OPR). The project team shall provide the initial OPR draft and subsequent updates to the Sustainability Program Consultant as specified in the LEED and Sustainability Program. Should a conflict exist between the OPR and other documents, MSA and City Schools will provide direction to the A/E that reflects the needs of the users and is within budget and schedule parameters. Jointly, MSA and City Schools are considered the Owner.

Because most of the items traditionally addressed in the OPR are already covered in the extensive Educational Specifications and Design Standards, this OPR shall act as a supplement to be used for the specific purpose of meeting the Fundamental and Enhanced Commissioning credits of LEED for Schools v2009.

## Owner Objectives

The owner wishes to achieve the following objectives through this project including:

### *General*

- LEED for Schools v2009 Silver certification
- Includes features of 21<sup>st</sup> Century teaching and learning including:
  - Learning spaces that enable innovative, high-quality instruction
  - A physical infrastructure that supports use of current technology and ensures safety and security
  - A healthy environment for learning, with good air quality, lighting, heating and ventilation and water that is safe to drink
  - Schools that are integrated into their communities, providing resources and support that extend beyond the school day
- School building and grounds are used as teaching tools
- School community participates in a Green Schools Work Group to identify green and sustainable features and practices
- School pursues certification as a Green School by the MD Association of Environmental and Outdoor Education (MAEOE)
- Entire school community has opportunity to shape school design
- Architecture of the building is interesting and inspirational
- Surrounding community uses the school building and grounds frequently and extensively
- School building and grounds support the school's educational vision
- School building and grounds are designed with a focus on how students learn
- School construction helps stimulate economic development
- Outdoor learning spaces i.e., classroom, gardens, nature areas, etc.
- Outdoor recreation and/or athletic facilities

### *Indoor Quality*

- Acoustics within the school facilitate learning, allowing students and teachers to communicate with one another easily
- Spaces are flexible and adaptable
- School indoor environment is comfortable – not too hot and not too cold; conditions important to occupant comfort are: fresh air, ventilation controls, lighting controls
- The quality of light and colors provides visual comfort
- Clean and fresh indoor air; special focus on providing occupants with a superior indoor environment. The team will make all possible efforts to reduce the use of chemicals harmful to users
- Use environmentally friendly materials and products
- Consideration of the costs of items over their entire life, not just their purchase and installation (eg. maintenance, replacement, etc.)

### *Building Envelope*

- “Green” roofs are considered if needed to meet storm water management requirements

- Building has a high performance envelope that is well-insulated, well-sealed and durable, ensuring minimal air leakage throughout the life of the building
- Energy efficient building, including a continuous air barrier

### *Water*

- Water is used efficiently, such as use of low-flow fixtures and no potable water used for non-consumption water needs
- Install native and adaptive vegetation throughout school grounds which does not require irrigation

### *HVAC*

- Thorough consideration of on-site renewable energy, particularly solar
- Evaluate effective and efficient heating and cooling system, particularly geothermal
- Evaluate strategies for thermostat locations, including placing away from doors and windows and avoiding direct airflow from HVAC diffusers.

### *Lighting*

- School and site has abundant natural light and open spaces; include daylight harvesting design features such as clerestories and light shelves, to maximize the reach of daylight into deeper areas of the floor plates
- Incorporate use of daylight and occupancy sensors
- Evaluate strategies for lighting controls for the teaching wall
- Incorporate, and evaluate for payback, timer switches with manual overrides.
- School placed on its site to provide good light, promote energy efficiency, and minimize environmental impact

## **Use of the Education Specifications and the Design Standards**

The project team shall refer to the district-wide Education Specifications, the school-specific Educations Specifications, and the Design Standards for specific design requirements.

## General Project Information

### Description

Project Narrative: General description of project (Renovation/Addition/New), major issues and project goals (i.e., flexibility, community engagement, sustainability, security, site design, etc.) Refer to "Owner Objectives" above.

### Project Program

Site Description of site... parking spaces, garage, landscaping, SF of area, etc...]

#### Building

a) 1st Floor		GSF	
• Offices	GSF		
• Conference:	GSF		
• Classrooms:	GSF		
• Laboratories:	GSF		
• Gymnasium:	GSF		
• Breakroom:	GSF		
• Restrooms:	GSF		
• Corridors/Storage:	GSF		
• Mechanical/Electrical:	GSF		
b) 2st Floor		GSF	
• Offices	GSF		
• Conference:	GSF		
• Classrooms:	GSF		
• Laboratories:	GSF		
• Gymnasium:	GSF		
• Breakroom:	GSF		
• Restrooms:	GSF		
• Corridors/Storage:	GSF		
• Mechanical/Electrical:	GSF		
c) TOTAL AREA BOTH LEVELS:			GSF
• (Total unfinished area):		GSF	
d) TOTAL FINISHED AREA:			GSF

### Schedule

Milestone/ Phase	Start Dates of Each Phase
Concept Design	10/15/2014
Schematic Design	11/12/2014
Development Design	1/19/2015
Construction Documents	4/20/2015
Bid/ Permit	9/1/2015
Notice to Proceed for Construction	
Construction	6/16/2016
Substantial Completion	
Occupancy	7/18/2017

## Design Performance Goals

### Overall Energy Budget

Reference the Design Standards, *Section 11 - Sustainable Design Guidelines*, for additional information on the Energy Utilization Index (EUI).

Each school shall use the methodology provided in Appendix B to derive the school specific EUI.

- a) EUI:
  - Renovation schools or portions: 55 kBTUs/ft<sup>2</sup>
    - i. K-8

### Building Envelope

Performance goals in this section shall align with ASHRAE 189.1-2009 or the current state adopted version of the energy code (IECC/90.1), whichever is more stringent.

- a) Thermal Envelope Requirements: Meet or exceed the building envelope requirements from ASHRAE 189.1-2009, Normative Appendix A for Climate zone 4.
- b) Continuous Air Barrier: Meet or exceed the continuous air barrier requirements from ASHRAE 189.1-2009, Normative Appendix B.
- c) Infiltration (per ASHRAE 189.1): 0.40 cfm/ft<sup>2</sup> @ 75Pa
- d) Total Fenestration to Gross Wall Area (per IECC/ 90.1): 35% maximum)

### Daylighting

- a) Daylight Harvesting: Refer to Design Standards, *Section 26 00 10 – Lighting and Lighting Controls*, Determine where automatic daylighting controls are required per Section 9 of ASHRAE Standard 90.1.2010 (State IECC 2012)
- b) Daylight Autonomy Percentage: >55%
- c) Contrast (Minimum to Maximum Ratio): 10:1
- d) Annual Sunlight Exposure: <10%

### Lighting and Equipment Power Density

- a) Lighting: Refer to Design Standards, *26 00 10 – Lighting and Lighting Controls* for the following:
  - Power Density: 0.80 watts per SF
  - Controls
  - Light Levels
  - Exterior Lighting: 50% of the ASHRAE 90.1-2007 allowance
- b) Light Color Temperature:
  - Elementary School: Generally warmer quality light (3500 kelvin)
  - Middle/ High School: Generally cooler quality light which is more stimulating (5000 kelvin)
- c) Color Rendering Index: >84
- d) Plug Loads Watts/ ft<sup>2</sup>: x

## Plumbing

- a) Flush/ Flow Rates for Water Closets, Urinals, Lavatories, Kitchen Sinks, and Showers: Refer to Design Standards, 22 00 06 – *Plumbing Fixtures*
- b) Water Heating Efficiency: Refer to Design Standards, 23 00 02 – *HVAC Design Considerations and Recommendations*. Meet or exceed the minimum efficiency requirements for service hot water systems from ASHRAE 189.1-2009, Normative Appendix C.

## HVAC

Performance goals in this section shall align with ASHRAE 189.1-2009 or the current state adopted version of the energy code (IECC/90.1), whichever is more stringent.

Additionally, refer to Design Standards; 23 00 01 – HVAC System General Requirements, 23 00 02 – HVAC Design Considerations and Recommendations, 23 00 04 – HVAC Piping, Valves, Fittings, and Supports, 23 00 08 – Testing and Balancing, 23 00 09 – HVAC Equipment

- a) Equipment Capacity: >500 square feet per ton of cooling
- b) Equipment Efficiency: Meet or exceed the minimum efficiency requirements for HVAC systems from ASHRAE 189.1-2009, Normative Appendix C. If the system type is not addressed within AHSRAE 189.1-2009 but has been included within ASHRAE 90.1-2013 the system shall meet those minimum efficiency requirements.
- c) Fans: Systems shall have fan power that is 10% less than the limitations specified in ASHRAE 90.1-2007 Table 6.5.3.1.1A. Systems with cooling capacity of greater than 110,000 BTU/H that serve single zones must have two speed or variable speed fan motors.
- d) Ventilation: The system ventilation efficiency ( $E_v$ ) calculated in accordance with ASHRAE 62.1-2007 shall be greater than or equal to 0.8 ( $E_z$  for warm air ceiling distribution systems).
- e) Controls: Refer to Design Standards, 23 00 10 *Automatic Temperature Controls*
  - Occupied Temperature Set-points:
    - i. Heating: 68°F
    - ii. Cooling: 78°F
  - Unoccupied Temperature Set-points:
    - i. Heat Pumps
      1. Heating: 63°F
      2. Cooling: 85°F
    - ii. Fossil Fuel
      1. Heating: 58°F
      2. Cooling: 60°F
  - Humidity: Refer to Design Standards, 23 00 10 *Automatic Temperature Controls, Humidity Sensors*. Maximum of 60%
  - Temperature Swings: Refer to Design Standards, 23 00 10 *Automatic Temperature Controls, Temperature Sensors*

- f) Indoor and Outdoor Design Conditions: Refer to Design Standards, 23 00 01 – *HVAC System General Requirements*

### **Building Management System (BMS)**

- a) Refer to Design Standards, 23 00 10 *Automatic Temperature Controls*
- b) Refer to Design Standards, 26 00 10 *Lighting and Lighting Controls*

### **Acoustics**

- a) Classrooms: No unit ventilators allowed



## Commissioning Requirements

The Scope below identifies MSA/Baltimore City Schools requirements for the Commissioning Authority (CxA) to follow.

Additional information can be found in the Design Standards in section *01 91 13, General Commissioning Requirements*, and *01 91 14, Commissioning Authority Requirements*.

The following systems shall be commissioned:

- HVACR
  - Domestic hot water
  - Lighting controls
  - On-site renewable energy
  - Electrical (optional – list equipment if desired)
  - Building envelope
  - Security (optional)
  - AV/Telecom (optional)
- a) Document compliance with this document and the BOD via a formal report. Include all findings from formal design reviews and address completeness of design documents regarding system performance, operability, maintainability, energy efficiency and sustainability of the overall design. At a minimum, the design reviews must confirm the design is in compliance with the current statutes of State energy codes (2012 IECC-ASHRAE 90.1). Formal reviews are required at each phase of A/E document submission.
  - b) Develop full commissioning specifications (requirements) for all equipment and systems tailored to scale and complexity of the specific school project. Coordinate with and integrate into the project specifications produced by the A/E.
  - c) Coordinate a design phase meeting with the A/E and mechanical design engineers regarding controls integration for the building energy management system and temperature controls integration. Discuss EMS and equipment control integration issues, and sequences of operations between equipment and systems, to ensure that integration issues, such as point matrix delineation and operational sequences of commissioned systems, are clearly described in the specifications.
  - d) Coordinate commissioning activities and required meetings with the owner, A/E, A/E sub-consultants, and contractors / trade sub-contractors through both the design and construction phases, along with final acceptance, turnover and occupancy / certification of the project.
  - e) Conduct, schedule and manage the commissioning kick off meeting during the design phase with the design team and also hold another kick off meeting for the contractors during the construction phase of the project. Provide a commissioning milestone schedule with durations delineated to integrate with the overall project schedule.
  - f) Develop, implement and track a project-specific commissioning plan incorporating the requirements from the project's commissioning specifications and include all project specific equipment construction checklists, start-up checkout forms, and milestone schedule and issues log templates.

- g) Perform enhanced commissioning services as per LEED requirements.
- h) Fundamental commissioning plans to include at a minimum:
- Brief overview of the commissioning process
  - List of all commissioned features and systems including a master list of all pertinent equipment and systems.
  - Identify the roles of primary commissioning participants and their responsibilities
  - Describe the management, communication and reporting of the plan
  - Outline the commissioning scope, including: submittal review, observation, start-up and testing
  - List the expected written work products: pre-functional checklists of commissioned equipment, startup checkout forms, issues log tracking forms, functional test procedures, and other reports mandated.
  - Milestone schedule with durations delineated for each system commissioned
  - Describe the rigor and scope of testing including sampling method. All major equipment including central plant equipment (air handling units, etc.) must be fully tested and may not be sampled.
- i) Review and comment on project submittals as they pertain to commissioning and compliance with contract documents, including any deviation of the energy efficiency requirements of the specified equipment and warranty provisions.
- j) Perform site visits to observe general construction progress for preparation of commissioning activities. Specify total number of site observation visits planned for the project. May not be less than monthly once installation of systems to be commissioned has commenced.
- k) Conduct commissioning meetings during the construction phase, including inspecting, testing, logging and tracking all deficient items. CxA is responsible for generating and managing a master issues log and ensuring issues are resolved. This report is to be produced and submitted to the Owner, CM and responsible contractor monthly, at a minimum. Additionally, a written list of all outstanding commissioning issues and any testing that is scheduled for a later date must be included. All outstanding deficiencies must be corrected or listed in the commissioning report. All completed functional tests should be listed in an appendix to the commissioning report.
- l) Witness all or part of start-up of components and equipment to be tested to ensure the start-up efforts are adequate and complete. Witness all or part of component testing to ensure confidence that proper procedures are followed.
- m) Direct the execution of all functional performance testing with the trade contractors. All major equipment (central plant components, chillers, boilers, main air handling units, dedicated outdoor units, energy recovery units, heat and vent units, etc.) must be fully tested, no sampling allowed. Smaller or repetitive unitary units may be sampled at no less than 20%. Project-specific test procedures should be authored and distributed to the Cx team for review prior to testing. Testing should verify performance of individual components and systems as a whole.

- n) CxA to recommend City Schools' acceptance of commissioned systems once functional testing has been satisfactorily completed. Some systems may require deferred seasonal testing.
- o) Monitor and report on the training of operation and maintenance personnel. Review for City Schools, the contractor supplied draft training plan and trainer qualifications.
- p) Perform 10 month post-acceptance, pre-warranty end review of outstanding commissioning issues, operational deficiencies, equipment failures, building operator and occupant complaints, and results from EMS systems monitoring and trending. Document all systems operation, maintenance, performance, systems alterations and changes, and re-testing and re-commissioning needs, as required.
- q) Perform the 10 month Thermal Comfort Verification Survey. Document the findings in a report to MSA/ City Schools.
- r) Develop and complete the final commissioning report at the completion of all commissioning activities including seasonal start-ups. This report shall include, at a minimum:
  - OPR and BOD lessons learned
  - Benefits resulting from commissioning
  - Completed record of all construction checklists, start-up checkout forms, and final results of functional tests including trending data demonstrating satisfactory system performance over a school week.
- s) Review O&M manuals assembled by the Contractor documenting design criteria, design assumptions and limitations, system descriptions, operating parameters, performance capabilities, and maintenance requirements, as stipulated in the contract documents.
- t) Develop a site-specific Building Maintenance Plan (BMP) for the building's critical systems in accordance with the design, manufacturer's recommendations, and the Memorandum of Understanding (Section 11.C.6). This must be completed prior substantial completion of the project. CxA should reference the LEED for Schools v4 Reference Guide for the BMP.
- u) Provide a signed letter from the Cx agent confirming that the commissioning plan was successfully executed, the design intent of the building was achieved, and providing any other documentation required to meet the LEED prerequisite and enhanced commissioning requirements and/or additional commissioning credits. This may include the need to respond to U.S. Green Building Council requests for documentation of these processes.

## Maintenance & Operations Training

Need MSA/ City Schools to identify more training requirements, if applicable.

- a) Day-to-day maintenance will be performed by: [Name of entity performing maintenance]
- b) Manufacturers to provide repairs during the warranty period of [number of months] from substantial completion.
- c) Periodic HVAC maintenance (after warranty period) performed by: [Name of entity performing maintenance]
- d) Lighting system maintenance will be performed by: [Name of entity performing maintenance]
- e) Maintenance Costs: \$
- f) Training required for operating and maintenance staff
  - Manufacturer-approved instructors to provide training for operation and maintenance procedures for the major equipment including, but not limited to, cooling tower, boiler, outside air handling units, and BAS system
  - Equipment with seasonal operation will have instruction provided at start of each season
  - Instruction program to be developed to include system functionality, documentation review, adjustments, troubleshooting, maintenance and repair
  - Operation demonstration on the fire alarm will be required
- g) Documentation Requirements
  - As built drawings and specifications should be provided in hard copy and electronically. Electronic copies should be in BIM and also in PDF.
  - Operations and Maintenance Manuals should be provided in hard copy and electronically. [Number of copies] hard copy and [number of copies] electronic copy of all materials shall be provided. Electronic copies shall be in PDF format.
  - O&M manuals shall contain operational procedures, instructional procedures for maintenance, troubleshooting and repair, recommended maintenance intervals, equipment parts lists and any OEM test procedures.

## Appendix A - Commissioning Authority Guidelines for OPR Compliance

### 1. Schematic Design/ LEED Strategy Phase

- Review OPR per LEED requirements, provide feedback to A/E team throughout its development
- Review BoD per LEED requirements, provide feedback to A/E team throughout its development

### 2. Design Development/ LEED Validation Phase

- Review 100% Design Development documents per the following guidelines:
- Describe scope of design review beyond LEED requirements
- Track comments in an issues log

### 3. Construction Documents/ LEED Documentation Phase

- Provide commissioning requirements for inclusion in contract documents.
  - o General Commissioning Requirements applicable to all systems must adhere to those defined in City Schools' Design Standard Specifications
  - o Specification sections specific to individual systems to be commissioned shall be authored by the CxA and inserted into the contract documents in the appropriate division. Coordinate with A/E team as needed.
  - o It is recommended to include a list of contractor submittals for CxA review in the contract documents
- Review 90% Construction Documents per above design review scope
- Prepare the Commissioning Plan per Design Standard Specifications and LEED for Schools v2009 requirements

### 4. Bid/ Permit Phase

- Conduct a back check of the 100% contract documents to ensure Cx design review comments have been addressed. Track any unresolved items in an issues log.

### 5. Construction Phase

- Review contractor submittals concurrently with the A/E team per LEED requirements
- Develop prefunctional checklists per Design Standard Specifications (01 91 14 Article 3.3)
- Develop functional test procedures per Design Standard Specifications (01 91 14 Article 3.4)
  - o No sampling of major HVAC equipment will be allowed (chillers, cooling towers, boilers, central plant pumps, AHUs, DOAS, ERUs, H&Vs)
  - o A sampling protocol is allowable for distributed HVAC equipment such as classroom heat pumps, split systems, terminal units and unit heaters. The initial sample shall cover a minimum of 10% of these units.
  - o All modes of operations will be tested

- For projects pursuing BECx, test methodology will be developed in conjunction with City Schools and will typically meet or exceed the fundamental BECx requirements per ASTM E2813.
- Formerly recommend acceptance of systems to City Schools once functional testing has concluded satisfactorily
- Execute the training plan for commissioned systems per Design Standard Specifications 01 91 14 Article 3.6
- CxA prepares a Cx Summary Report per LEED Requirements

## **6. Occupancy Phase**

- Compile the Cx Record per Design Standard Specifications and LEED requirements
- Compile the System Manual per LEED requirements
- Conduct the Thermal Comfort Verification Survey and provides results, in a formal report, to City Schools (need contact)
- CxA conducts and, in a formal report, documents the 10th month warranty review meeting per Design Standard Specifications and LEED requirements

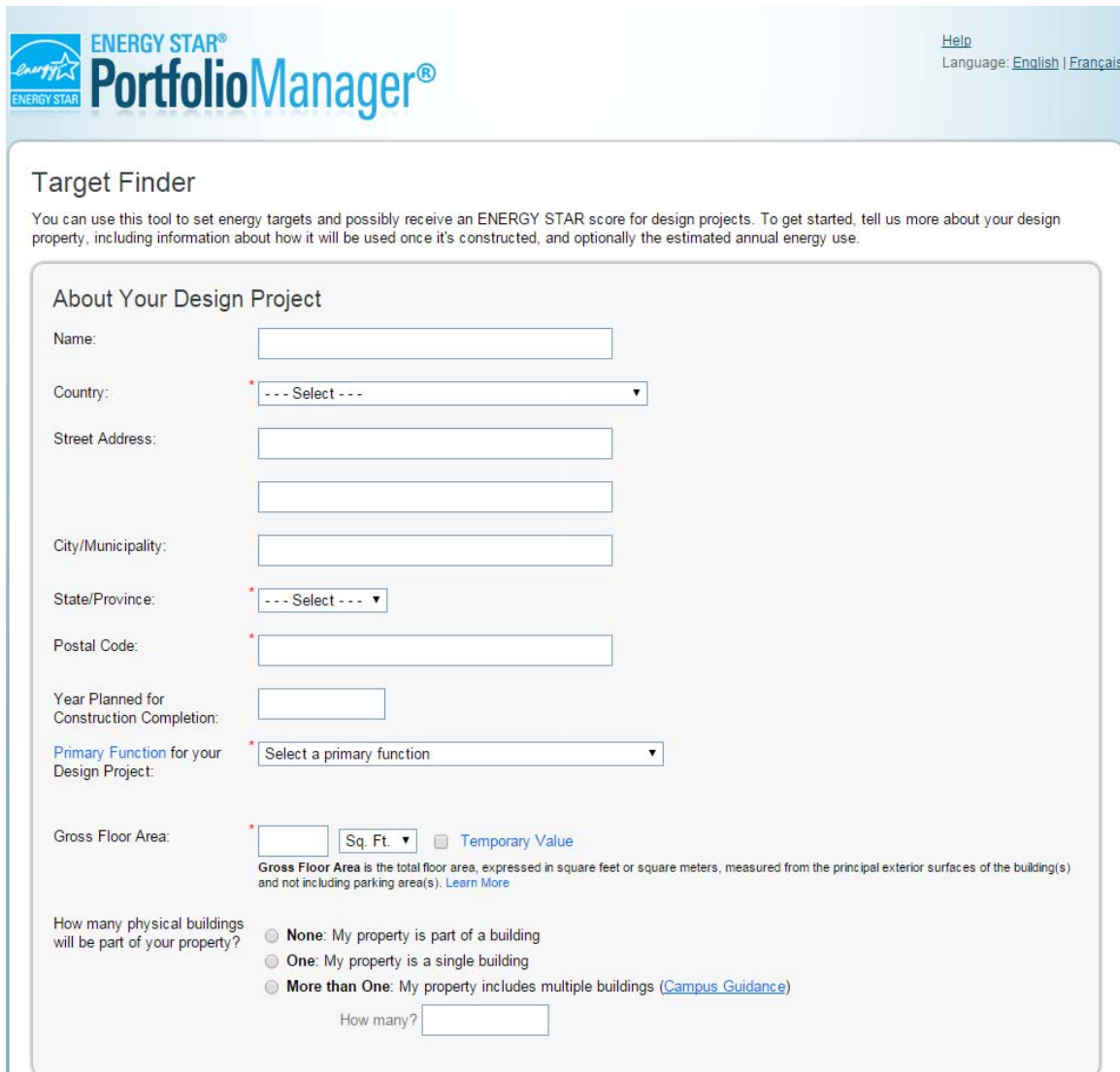
## Appendix B - EUI Methodology for per School Analysis

Energy Utilization Index (EUI): The EUI for each project will be determined based upon an Energy Star score of 90. The project team will enter the appropriate data within EPA's Target Finder to determine the targeted EUI for each individual school project.

The following procedure will be followed to determine the project's targeted EUI:

Visit <https://portfoliomanager.energystar.gov/pm/targetFinder?execution=e1s1>

Enter the following general information about the project:



The screenshot shows the 'Target Finder' interface within the Energy Star Portfolio Manager. The page header includes the Energy Star logo and 'PortfolioManager' branding. A 'Help' link and language options (English | Français) are visible in the top right. The main heading is 'Target Finder', followed by a brief description of the tool's purpose. The 'About Your Design Project' section contains the following fields and options:

- Name: Text input field.
- Country: Dropdown menu with '--- Select ---'.
- Street Address: Two stacked text input fields.
- City/Municipality: Text input field.
- State/Province: Dropdown menu with '--- Select ---'.
- Postal Code: Text input field.
- Year Planned for Construction Completion: Text input field.
- Primary Function for your Design Project: Dropdown menu with 'Select a primary function'.
- Gross Floor Area: Text input field, a 'Sq. Ft.' dropdown, and a 'Temporary Value' checkbox.
- How many physical buildings will be part of your property?: Radio button options for 'None', 'One', and 'More than One', with a 'How many?' text input field.

Below the Gross Floor Area field, there is a note: 'Gross Floor Area is the total floor area, expressed in square feet or square meters, measured from the principal exterior surfaces of the building(s) and not including parking area(s). Learn More'.

Once you select the appropriate primary function for the project, the following information is entered in Target Finder:

**▼ Building Use** / [Edit Name](#)

K-12 School refers to buildings or campuses used as a school for Kindergarten through 12th grade students. This does not include college or university classroom facilities/laboratories, or vocational, technical, trade, adult, or continuing education schools.

Gross Floor Area should include all space within the building(s), including classrooms, administrative space, conference rooms, kitchens used by staff, lobbies, cafeterias, gymnasiums, auditoriums, laboratory classrooms, portable classrooms, greenhouses, stairways, atriums, elevator shafts, small landscaping sheds, and storage areas.

The ENERGY STAR score for K-12 School does not apply to preschool or day care buildings; in order to classify as K-12 school, more than 75% of the students must be in kindergarten or older.

Property Use Detail	Value
Gross Floor Area	* <input type="text"/> Sq. Ft. ▼
Gymnasium Floor Area	<input type="text"/> Sq. Ft. ▼ <input type="checkbox"/> Use a default
High School	▼ <input type="checkbox"/> Use a default
Number of Workers on Main Shift	<input type="text"/> <input type="checkbox"/> Use a default
Student Seating Capacity	<input type="text"/> <input type="checkbox"/> Use a default
Months in Use	▼
Weekend Operation	▼ <input type="checkbox"/> Use a default
Number of Computers	<input type="text"/> <input type="checkbox"/> Use a default
Cooking Facilities	▼ <input type="checkbox"/> Use a default
Number of Walk-in Refrigeration/Freezer Units	<input type="text"/> <input type="checkbox"/> Use a default
Percent That Can Be Heated	▼ <input type="checkbox"/> Use a default
Percent That Can Be Cooled	▼ <input type="checkbox"/> Use a default
School District	<input type="text"/>

The use of defaults for the above data should be avoided if at all possible.

Check the box that indicates that “I do not have (or don’t want to) enter energy estimates”.

Enter a “90” in the Target Energy Star Score and click on the View Results button.



### Estimated Design Energy (Optional)

If you have an estimate of how much energy your design property will use annually, enter it below to receive a score (if available) and energy metrics for your design. You can then use these metrics to compare to your target and/or property's performance (in the future). To get the most accurate metrics, provide estimates for total annual energy from each energy type.

I don't have (or don't want to) enter energy estimates.

### Target

You can choose either a Target ENERGY STAR Score or a Target % Better than Median to see how much energy your property would need to be consuming annually to reach your target. If you have estimated your property's annual consumption, you can compare this against your target.

Target ENERGY STAR Score  ENERGY STAR Scores are not available for every type of property because of availability of reliable reference information.

(1-100)

Target % Better than Median  This is calculated based on the median property. For example, you might like your property to be 20% better than a typical property of the same type.

[View Results](#) [Cancel](#)

The Site EUI under the Design Target column of 90 is the project's energy performance goal. In this case the performance goal for this project is 36.2 kBTU/ft<sup>2</sup>-year.

### Metrics Comparison for Your Design and/or Target

Metric	Property Estimate at Design	Design Target*	Median Property*
ENERGY STAR score (1-100)	<a href="#">Not Available</a>	90	50
Source EUI (kBtu/ft <sup>2</sup> )	<a href="#">Not Available</a>	87.7	141.4
Site EUI (kBtu/ft <sup>2</sup> )	<a href="#">Not Available</a>	36.2	58.3
Source Energy Use (kBtu)	<a href="#">Not Available</a>	6,580,353.8	10,607,724.7
Site Energy Use (kBtu)	<a href="#">Not Available</a>	2,714,561.0	4,375,952.0
Energy Cost (\$)	<a href="#">Not Available</a>	68,769.49	110,858.44
Total GHG Emissions (Metric Tons CO <sub>2</sub> e)	0.0	288.3	464.7

\* To perform calculations for your design target, we use the fuel mix that you've entered for your design energy estimates. If you have not entered estimated design energy, we'll use the average for your state. To perform calculations for the national median, we will assume the fuel mix and operational details of your property measurement in use, if available. Otherwise, we will use your design estimates.

Project EUI Target - \_\_\_\_\_ kBTU/ft<sup>2</sup>-year

## **ATTACHMENT F**

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
INSPECTION OF REPLACEMENTS AND RENOVATIONS  
WITHIN THE BALTIMORE CITY PUBLIC SCHOOL CONSTRUCTION PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into this   1   day of February, 2016, by and between the MARYLAND STADIUM AUTHORITY ("MSA"), a body politic and corporate and an instrumentality of the State of Maryland, and the OFFICE OF THE STATE FIRE MARSHAL ("SFM"), a unit of the Department of State Police, a principal department of the State of Maryland.

**BACKGROUND**

- A. Pursuant to the Baltimore City Public Schools Construction and Revitalization Act of 2013 (Ch. 647, Acts of 2013) (the "**Program Act**"), MSA administers a program to renovate existing public school buildings and to construct new public school buildings (the "**Program**") for Baltimore City Public Schools (the "**BCPS**").
- B. In accordance with the Program Act, MSA, the Baltimore City Board of School Commissioners (the "**School Board**"), the Mayor and City Council of the City of Baltimore (the "**City**"), and the Interagency Committee on School Construction (the "**IAC**") entered into a Memorandum of Understanding (the "**Program MOU**"). The Program MOU became effective upon approval by the Board of Public Works ("**BPW**") of the State of Maryland (the "**State**") on October 16, 2013. The Program MOU governs the implementation of the Program.
- C. In accordance with the Program MOU, MSA is directly managing the construction of Replacements (as defined in the Program MOU) and certain of the Renovations (as defined in the Program MOU) initially as listed on Exhibit A, but subject to amendment from time to time by MSA during the Program (each an "**MSA Project**" and, collectively, the "**MSA Projects**").
- D. In accordance with the Program Act (as codified in Md. Code, Econ. Dev. § 10-620(e)), MSA retains its sovereign immunity, as an agency of the State, from being subject to local planning, zoning, and development regulations. Therefore, the Office of the Fire Marshal for Baltimore City will not be reviewing or inspecting the development of the MSA Projects.
- E. MSA has engaged a code compliance consultant to review the plans for, and inspect the development of, the MSA Projects.

- F. In addition, in accordance with its authority and duties under the Public Safety Article of the Maryland Code and regulations adopted in accordance therewith, SFM has also agreed to review the plans for, and inspect the development of, the MSA Projects, subject to the terms of this MOU.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, MSA and SFM agree as follows:

1. Defined Terms.

(a) The foregoing background recitals, including the terms defined therein, are incorporated as a substantive part of this MOU.

(b) "Code" shall have the meaning set forth in COMAR 29.06.04.03.

2. SFM Services. For each MSA Project, SFM agrees to provide the following services:

(a) Participate in a design initiation and Code review meeting with MSA's design team.

(b) Review 50% complete construction documents for compliance with the Code.

(c) Review sprinkler system and fire alarm shop drawings for compliance with the Code.

(d) Participate in a code compliance and inspection implementation meeting with the construction manager in early phase of construction to establish processes and expectations.

(e) Prior to close-in of the sprinkler system, perform a hydrostatic test and inspection.

(f) Inspect and test the fire alarm system when completed.

(g) Perform inspections and/or tests of fire protection, life safety systems, and building compliance in accordance with the Maryland State Fire Prevention Code. Final reports will be issued to the MSA.

3. Costs.

(a) In accordance with Md. Code, Pub. Safety §6-308(a)(2)(i), SFM will not charge or collect any fee for its services in connection with the MSA Projects.

(b) MSA shall supply SFM with equipment sufficient to perform SFM's tasks under this MOU.

(c) The Program Act requires that MSA not spend any of its own funds for the Program. All payments by MSA in connection with this MOU are contingent upon the sufficiency of available funds in the Baltimore City Public School Construction Facilities Fund (as established by the Program Act) for such purpose. If, for any reason, MSA determines that the balance in the Baltimore City Public School Construction Facilities Fund is insufficient to make any payment in connection with this MOU, then MSA shall have no liability whatsoever for the payment and SFM shall have no cause of action or right of recourse against MSA in such event.

4. Termination. Either party to this MOU may, upon seven (7) days' prior written notice to the other party, terminate this MOU for convenience and without cause.

5. Notice. Unless otherwise directed in a written notice to the other party to this MOU, the parties' respective contact persons shall be:

For SFM: Brian S Geraci, State Fire Marshal  
Office of the State Fire Marshall  
1201 Reisterstown Road  
Pikesville, MD 21208

For MSA: Eric P. Johnson  
Maryland Stadium Authority  
Capital Projects Development Group  
The Warehouse at Camden Yards  
South Warehouse  
351 West Camden Street, Suite 500  
Baltimore, MD 21201

6. General Provisions.

(a) The captions or headnotes of this MOU are intended for convenience and for reference purposes only and in no way define, limit, describe, or affect the scope or intent of this MOU.

(b) This MOU does not create, and shall not be construed as creating any right enforceable by any person who is not a party to this MOU. Any covenant or agreement contained in this MOU shall be only for the benefit of the parties hereto.

(c) Neither party shall incur liability for its failure to perform any of the obligations under this MOU.

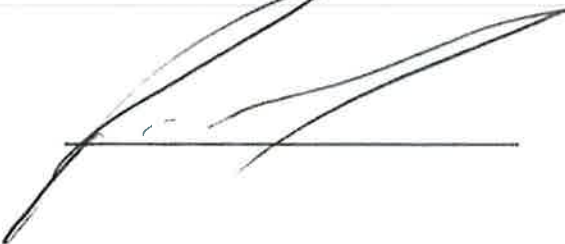
(d) Neither party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by either party in exercising any such right shall be deemed a waiver of its future exercise). No waiver made as to any instance involving the exercise of any right shall be deemed a waiver as to any other instance, or any other right.

(e) This MOU shall be given effect and construed in accordance with the laws of the State of Maryland.


(f) This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed as of the day and year first written above.

**ATTEST/WITNESS:**



**OFFICE OF THE STATE FIRE MARSHAL**

By:   
Brian S. Geraci  
State Fire Marshal

**ATTEST/WITNESS:**



**MARYLAND STADIUM AUTHORITY**

By:   
Michael J. Frenz  
Executive Director

**Legal Approval for SFM**

Approved as to form and legal sufficiency,  
this 1 day of February, 2016

By: Mark H. Bowen  
Mark H. Bowen  
Assistant Attorney General

**Legal Approval for MSA**

Approved as to form and legal sufficiency,  
this 12<sup>th</sup> day of February, 2016

By: Bruce L. Benshoof  
Bruce L. Benshoof  
Assistant Attorney General

**EXHIBIT A**  
**INITIAL LIST OF MSA SCHOOL PROJECTS**

**Plan Year 1:**

- Frederick Elementary
- Ft. Worthington PK-8
- John Eager Howard Elementary
- Lyndhurst Elementary/Middle
- Arundel Elementary
- Robert Poole Building (ACCE/Independence)
- Patterson High School

**Plan Year 2:**

- To Be Determined



## **ATTACHMENT G**

**Pricing Form will be provided via Addendum.**

**ATTACHMENT H**

Year 2 Schedule will be provided via Addendum.

## **ATTACHMENT I**

Sample contract will be provided via Addendum.

**ATTACHMENT J**



**Baltimore 21st Century School Buildings Program**  
**Baltimore City Background Check and Fingerprinting Instructions (See Attachment C)**

All employees who will be working on-site at any of the 21st Century schools are required to complete and pass a Baltimore City Schools background screening. Qualifications can be found at [www.baltimore21stcenturyschools.org/more/frequently-asked-question.com](http://www.baltimore21stcenturyschools.org/more/frequently-asked-question.com)

<b>Payment Options</b>	
<p>Morpho Trust (City Schools Contractor) offers the following payment options for this service:</p> <ol style="list-style-type: none"> <li>1. Employers can provide each employee with a check or money order in the amount of \$50.00 made out to <i>Morpho Trust Company</i> to be paid at time of service.</li> <li>2. Employers can set up a Morpho Trust Account by following the directions located on the webpage linked below or by calling 1 (877) 467-9215 for assistance. This payment method provides employers with an authorization code as a form of payment <a href="http://www.l1enrollment.com/state/forms/md/5489c21d352ab.pdf">http://www.l1enrollment.com/state/forms/md/5489c21d352ab.pdf</a></li> </ol>	
<b>Background Check and Fingerprinting Process for Employers</b>	
<p>Employers must direct all potential hires and existing staff who will be working on-site at any of the 21st Century schools, to:</p> <p><b>Baltimore City Public Schools Pre- Employment Office</b>, 200 East North Avenue, Room 120, Baltimore, MD 21202  <b>Hours for Background Check/Fingerprinting Services:</b> Monday- Friday 8:30am - 5:00pm                      (8:30am- 4:00pm for finger printing only)  <b>Contact:</b> Damon Robinson (dgrobinson@bcps.k12.md.us)</p>	
<b>Step 1:</b>	<p><b>Employers</b> MUST complete and sign the <b>Background Check and Fingerprinting Request Form</b> FOR each potential hire and existing staff member who will be working on the school construction site.</p>
<b>Step 2:</b>	<p><b>Employers</b> will provide each individual with the following:</p> <ul style="list-style-type: none"> <li>• A completed and signed <b>Background Check and Fingerprinting Request Form</b> (if employers have set up a Morpho Trust Account, the authorization code must be on form as payment).</li> <li>• The date and location to get background screening completed.</li> <li>• A check or money order for \$50.00 made out to Morpho Trust Company (if a Morpho Trust Account has not been set up as a method of payment).</li> <li>• Cash will not be accepted.</li> </ul> <p><b>NOTE:</b> Advise all individuals to bring a valid state or federal- issued photo ID to be presented to the background check technician. <b>Expired ID's will not be accepted.</b></p>
<b>Step 3:</b>	<p>Employers must email DGRobinson@bcps.k12.md.us with a list of applicants and the date in which the applicants will be visiting the screening center at least 2 working days prior to their visit.</p>
<b>Step 4:</b>	<ul style="list-style-type: none"> <li>• Background check results will be sent to the appropriate project official within <b>5 business days</b>.</li> <li>• Construction Managers will be responsible for notifying their subcontractors.</li> <li>• Final hiring decisions, compliance with any conditions of employment (such as drug testing), issuance of access control identification and other hiring or security-related processes are the sole responsibility of the hiring company.</li> <li>• Questions concerning background screening decisions should be addressed to Baltimore City Public Schools c/o Damon Robinson (dgrobinson@bcps.k12.md.us).</li> </ul>

**Baltimore 21st Century School Buildings Program  
Background Check and Fingerprinting Form**

Baltimore City Public Schools requires individuals who work in schools AND on school sites to meet State of Maryland law and Maryland State Department of Education guidelines. All applicants must undergo a background check and fingerprinting. Results will indicate suitability for working on projects. City School's background check qualifications can be found at: [www.baltimore21stcenturyschools.org/more/frequently-asked-questions](http://www.baltimore21stcenturyschools.org/more/frequently-asked-questions)

**This form MUST be COMPLETED and submitted to BALTIMORE CITY PUBLIC SCHOOLS HEADQUARTERS:**

**Location:** 200 E. North Ave, Baltimore, MD 21202 (Pre-Employment Services office)

**Hours:** Monday- Friday 8:30am-5:00pm (8:30am- 4:00pm for fingerprinting only)

**Each individual MUST bring the following:**

This completed request form (**INDIVIDUALS WILL BE REJECTED IF NOT FULLY COMPLETED**)

Check or money order (paid by the selected firm) for \$50.00 made out to Morpho Trust Company (If account hasn't been established)

Valid State or Federal ID (**EXPIRED ID's WILL NOT BE ACCEPTED**)

<b>Project Information</b>		<i>Revised 2/2017</i>
<b>SCHOOL PROJECT NAME:</b>		<b>Primary CM/AE Firm Name:</b>
<b>Applicant Information</b>		
<b>Full Name:</b>		
<b>Job Title:</b>		
<b>Start Date:</b>	<b>End Date:</b>	
<b>Employer Information</b>		
<b>Company Name:</b>		<b>Company Phone:</b>
<b>Company Address:</b>		
<b>Company E-mail:</b>		
<b>Payment Method</b>		
<input type="checkbox"/> Check	<input type="checkbox"/> Money Order	<b>Morpho Trust Account #:</b> _____ <i>(issued by Morpho Trust)</i>
<b>Badge</b>		
<input type="checkbox"/> City Schools Badge requested (Project PM request)		<b>City Schools Approval Signature:</b> <i>(21<sup>st</sup> Century Office)</i>
<b>Company Representative Approvals</b>		
<b>Company Representative Name (Print):</b>		
<b>Company Representative Name (Sign):</b>		<b>Date:</b>
<b>Baltimore City Public Schools USE ONLY below this line</b>		
<input type="checkbox"/> PASS <input type="checkbox"/> FAIL		
<b>Pre-Employment Approval Manager Name (Print):</b>		
<b>Pre-Employment Approval Manager Name (Sign):</b>		<b>Date:</b>

**ATTACHMENT K**

**Consultant Corporate Profile**

**Firm Contact Information**

Firm Name: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Regional Office Address: \_\_\_\_\_  
\_\_\_\_\_

**Firm Background Information**

Year Firm Founded: \_\_\_\_\_

Is the firm MDOT MBE Certified?  Yes      No      If certified, provide the certification number and minority status.

Primary Business / Service Provided: \_\_\_\_\_

Number of Years Performing Services: \_\_\_\_\_

Number Full Time Employees (Corporate / Regional Office): \_\_\_\_\_ / \_\_\_\_\_

Provide a brief narrative outlining the firm's history.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide a brief narrative outlining what services the firm intends to self-perform.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Provide a brief narrative outlining what services the firm intends to subcontract to others.

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Provide a brief narrative outlining the firm's familiarity with standards, laws and conditions as they apply to the work to be performed under this project.

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Provide a brief narrative clarifying the firm's capacity to perform services as outlined in the RFP.

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Provide sales volume and project completion data for the most recently completed three-year period. Note that information provided is to be for the regional / local office that would be responsible for completing work under this solicitation.

Volume	Annual Sales	Completed Projects	Largest Project
2014	_____	_____	_____
2015	_____	_____	_____
2016	_____	_____	_____

**Firm References**

Provide three (3) references. Note that references are to be from different projects; that is, only one reference per project is allowed.

Project Name: \_\_\_\_\_

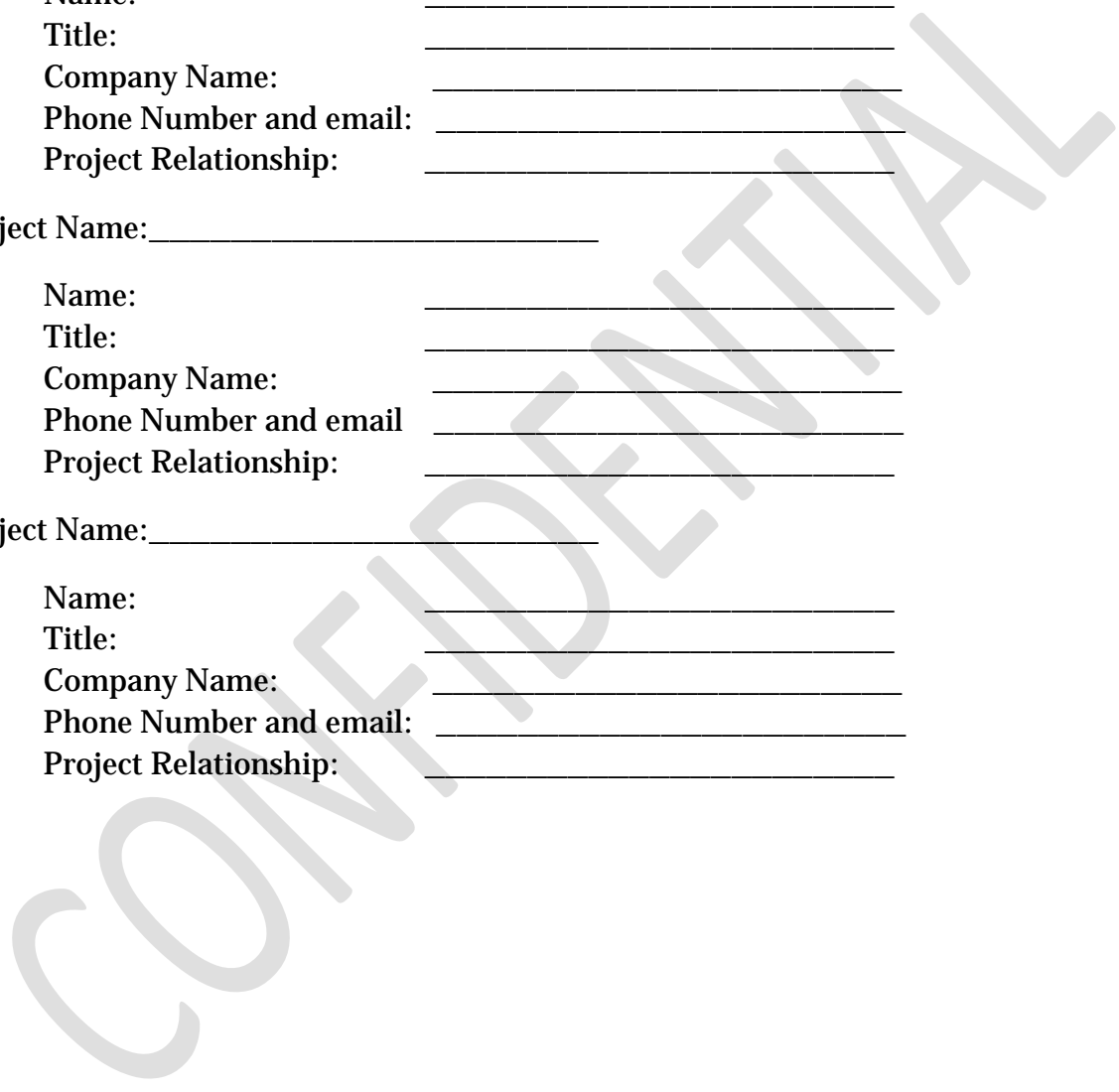
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Phone Number and email: \_\_\_\_\_  
Project Relationship: \_\_\_\_\_

Project Name: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Phone Number and email \_\_\_\_\_  
Project Relationship: \_\_\_\_\_

Project Name: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Phone Number and email: \_\_\_\_\_  
Project Relationship: \_\_\_\_\_



**Disclosure of Contract Issues; Litigation; Criminal Investigations**

In the last five years, list and discuss any alleged significant prior or ongoing contract failures, contract breaches, other significant civil litigation, and all criminal litigation or investigations which involved your firm.

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**Failure to Complete**

In the last five (5) years, disclose any projects that your firm was involved with that were not completed.

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**Insurance**

Include current certificates of insurance showing the limits of liability maintained by your firm in each of the following categories: workers’s compensation, employer’s liability, commercial general liability, automobile liability, umbrella or excess liability, and property insurance.

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**Prepared By:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CONFIDENTIAL

## **ATTACHMENT L**

# **21st Century School Buildings Program**

## **PLAN REVIEW and INSPECTION PROCEDURES**

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## **Statement of Purpose**

The 21<sup>st</sup> Century School Buildings Program's Review and Inspection Procedures are intended to establish and clarify the procedures for project plan review and construction inspections.



# Plan Review

## ***Plan Review Procedures***

Minimum duties and responsibilities for each assigned project:

- Review Assigned Work. Examine and review for compliance with the Construction Codes and the associated referenced standards, the structures, other construction, and systems and features proposed to be constructed or installed in the project and will conduct at least the examination and review listed in “Minimum Scope of Review,” as applicable for the specific project. Complete all plan or shop drawings reviews of a project (shop drawings are reviewed only after construction plans are approved) required by the Construction Codes for the disciplines for which the agency was hired to review. The plan review will be based on all applicable codes and standards, and approved documents containing information relevant to the disciplines covered by this section, including but not limited to the following:
  - Architectural Construction Plans
  - Electrical Engineering Construction Plans
  - Fire Protection Engineering Construction Plans
  - Elevator/Escalator Engineering Construction Plans
  - Mechanical Engineering Construction Plans including Energy Conservation
  - Plumbing Engineering Construction Plans including Fuel Gas
  - Structural Engineering Construction Plans
  - Accessibility
  - Project Specifications
  - Manufacturer’s installation instructions
  - Shop Drawings
  - Elevator Commercial kitchen hood
  - Elevator/Escalator Systems
- Provide Complete and Timely Plan Review Reports. Submit the review reports to the Code Official for each project. The Code Official may modify the reporting requirements and procedures from time to time as may be deemed necessary. The Plan Review Report will include a Plan Review Approval Certification Cover Letter after all non-code compliant issues are addressed.
  - *Plan Review Code Deficiency Report*. Complete a Plan Review Code Deficiency Report, containing a list of non-complying items (the “Code Deficiency Report”) for each contracted Project. The Code Deficiency Report will be in the format defined by the Code Official. At a minimum, the Code Deficiency Report will specify:
    - Consultant’s name and address
    - Project address
    - Notification of Intent Approval #
    - Engineering Discipline(s) for which plan review was performed
    - List of items found to be non-conforming, with code sections
    - Corresponding response from designer confirming that non-conforming items were corrected
    - Construction type and use group classification

For each noted finding of non-compliance, the Code Deficiency Report will cite the relevant code section(s), the nature of the deficiency and the location of the deficiency. The Consultant will forward a copy of each Code Deficiency Report to the Owner or to the Owner’s designated recipient(s). Following completion of a Code Deficiency Report for a Project, the Consultant will communicate with the Owner or its designated representatives, as necessary, to clarify the requested corrections to accomplish code compliance. The Code Compliance Deficiency Report will contain a column titled “Correction done” or provide other controls that assure that identified corrections are in fact corrected prior to returning plans and accompanying documents to the Consultant for

a second review.

- *Third Party Plan Review Approval Certification Letter and Report.* The Consultant's Plan Review Approval Certification Letter and Report certifies the approval of each completed Discipline that is part of the scope of the Consultant's plan review for the project. The report lists and compiles all of the Code Deficiency Reports that facilitated the final approval of the project by the Consultant.
  - The Consultant will certify the code compliance of the reviewed permit drawings and associated documents in writing. This will attest that, in the professional opinion of the Professional-in-Charge, the reviewed permit drawings and associated documents have been checked for conformance with the relevant codes and standards, and are deemed to be in full compliance.
  - The Consultant Plan Review Approval Certification Letter will be signed and sealed by the Consultant's Professional-in-Charge. The Professional-in-Charge will stamp the cover sheet of each set of plans with his or her stamp and will seal a certification letter designating recommendation to approve the reviewed plans. The permit drawings may be stamped or otherwise designated as reviewed drawings.
  - These documents will include approval letter, code compliance deficiency reports and all approved plans, combined into the sets required for permit issuance pursuant to the Construction Codes, unless other arrangements for the responsible individual is made with the Code Official.
  - The Consultant's Approval Certification Letter will attest that: (a) the construction plans of the Project were reviewed under his or her direct supervision, in the Disciplines identified in the Certification; (b) based upon the Third Party Plan Review performed and substantiating reports, it is the professional judgment of the Professional-in-Charge that, to the best of his/her knowledge, the plans reviewed for the disciplines identified were designed in accordance with the Construction Codes.
  - The Consultant's Approval Certification Letter and Report will be made in a format defined by the Code Official and will be sealed and signed by the Professional-in-Charge. At a minimum, the Certification will specify:
    - The Consultant's name and address
    - Name and contact information of the Consultant's Professional-in-Charge
    - Project address
    - That the Professional-in-Charge is issuing an Approval Certification of Plan Review Completion for the identified discipline(s)
    - A statement testifying to the compliance of the Discipline's plans for the Project with construction documents, specifications and regulations

## **General Conditions**

The Consultant shall conform to the following General Conditions related to Chain of Custody, Access, Conflicts of Interest, Due Diligence, and Correction of Non-Code Compliant Plans in the conduct of Third Party Plan Review Agency services:

- **Chain of Custody of Project Documents.** The Consultant agrees to exercise due diligence in the safekeeping of any project documents received from the Owner as a representative of the Code Official and to promptly return them to the Owner or Code Official when requested to do so. The drawings, specifications, electronic files in all types of media, or other materials received by the Consultant in connection with the performance of any work under the program may be protected by copyright law and will remain the property of the Code Official or other rightful owner. Copies of plans utilized by the Consultant will be solely for the purpose of completing the Consultant's work under the Program and not for any other purpose, in this or in any other project, and will be returned to the Code Official upon completion of the project. The Consultant shall treat such materials as confidential information.
- **Access to the Third Party Plan Review Agency.** The Consultant will cooperate with the Code Official or its representative and the Owner and/or to the Owner's representative in scheduling meetings and/or telephone conversations to provide updates and clarification of the results of its Third Party Plan Reviews for the project. The Consultant will provide complete Third Party Plan Review comments to the Owner and/or to the Owner's representative.
- **Third Party Plan Review Agency Conflicts of Interest.** It will be the responsibility of the registered Professionals-in-Charge, for the duration of the project, to disclose any potential conflicts of interest that may arise at any time between the Consultant and the parties connected to the project. The Consultant will not enter into the Plan Review of a project where it determines that there may be a conflict with its independence in reviewing criteria specified in the Contract/task assigned. The Consultant will bring to the attention of the Code Official, for resolution, cases that require interpretation or clarification. Disputes on matters of independence will be resolved by the Code Official and the decision of the Code Official will be final.
- **Due Diligence.** The Consultant will exercise due diligence in the discharge of the duties assigned to it by law and regulation and will refrain from any arbitrary or capricious action that would unduly penalize or benefit the Owner or Permit Applicant whose project is under the Third Party Plan Review. The Consultant will abide by the highest ethical standards in the discharge of duties as a Third Party Plan Review Agency.
- **Correction of Non-Code Compliant Plans.** The Design Professional contracted by the Owner to design the project will be responsible for correcting any non-code compliant plans, whether previously or subsequently discovered. Upon receipt of the Consultant's approved documents, if the Code Official discovers non-code compliant plans or documents, he will notify the Consultant, who will then advise the Permit Applicant that corrections must be made in the submitted plans.

## ***Plan Review Schedule and Submittal Requirements***

Each phase will require submittal of two (2) full-sized, one (1) half-sized, and one (1) PDF set of drawings, without signatures or seals. Also to be included in each submittal are the applicable civil plans, geotechnical report, COMcheck energy report, statement of special inspections, and schedule of special inspections.

A copy of all electronic submittals, including transmittals, shall be sent to [ENTER CONSULTANT'S POINT OF CONTACT NAME AND E-MAIL ADDRESS](#) and [ENTER CONSULTANT'S SECONDARY POINT OF CONTACT'S NAME AND E-MAIL ADDRESS](#).

Review of each submittal will meet the following schedule:

Phase	Initial Review	Revision Review(s)
100% Design Development Drawings	Ten (10) business days after receipt of drawings	Not applicable
50% Construction Document Drawings	Ten (10) business days after receipt of drawings	Not applicable
99% Construction/Permit Drawings	Ten (10) business days after receipt of drawings	Five (5) business days after receipt of drawings

All resubmittals must include a complete revision submittal (including all impacted disciplines) and a point-by-point written response narrative detailing how each comment is addressed and where the revised information can be found. All revised areas on the drawing shall be identified by revision clouds. Partial revision submittals may result in no review and immediate rejection of the revision submittal. Note that a response such as “Will Comply” does not constitute a complete response.

## ***Minimum Scope of Review by Discipline***

### **Minimum Scope of Structural Review**

To the extent that the items that follow are part of the scope of proposed work, as depicted or specified on the permit application documents, at least the following features and provisions will be the subject of the Plan Review performed by the Consultant.

- Submitted Construction Documents.
  - Step 1 – Verify that all construction documents necessary to ensure compliance with applicable standards have been submitted; design drawings, structural calculations at the request of the reviewers, material specifications, and soils report.
  - Step 2 - Check construction documents for registered design professional; verify that construction documents are prepared by a registered design professional.
  - Step 3 – Check construction documents for design loads; floor live loads (uniformly distributed, concentrated and impact), roof live load, roof snow loads, wind design loads, earthquake design data, and flood design data, when applicable.
  - Step 4 – Check construction documents for special loads; interior walls and partitions, partition loads, loads on handrails, guard, grab bars and vehicle barriers, soil lateral load, crane loads, piping and mechanical equipment (e.g. sprinklers), and other loads.
  - Step 5 – Check load combinations; verify load combinations are clearly indicated on the construction documents.
  - Step 6 – Check for statements of special inspections; verify that the owner has submitted a Statement of Special Inspections report if required.
  - Step 7 – Check for contractor’s statement of responsibility; verify that the contractor has submitted a statement of responsibility for high seismic or high wind force-resisting components (when applicable).
  
- Structural Loads.
  - *Live Loads, Dead Loads and Special Loads.*
    - Step 1 – Check uniform floor live loads
    - Step 2 – Determine if partition loads comply
    - Step 3 – Check concentrated loads
    - Step 4 – Consider impacts loads and crane loads
    - Step 5 – Consider other loads.
  - *Roof Load.*
    - Step 1 – Minimum roof live load

- Step 2 – Determine the rain loads
    - Step 3 – Determine snow loads
    - Step 4 – Determine required roof design load
  - *Wind Load.*
    - Step 1 – Determine if wind speed is in compliance with code
    - Step 2 – Determine if wind load importance factor is in compliance with code
    - Step 3 – Determine if the wind exposure category is in compliance with the code
    - Step 4 – Verify wind borne debris region
    - Step 5 – Calculate wind loads for components and cladding
  - *Earthquake Load.*
    - Step 1 – Determine site ground motion
    - Step 2 – Apply importance factor and occupancy category
    - Step 3 – Determine type of soil at building site
    - Step 4 – Determine type of construction used for basic seismic-force-resisting system
  - *Load Combinations Special Inspections.*
    - Step 1 – Check for required statement of special inspections
    - Step 2 – Check for statement of special inspections
    - Step 3 – Check for statement of contractor responsibility
    - Step 4 – Check for special inspection for seismic resistance
    - Step 5 – Check for provisions for structural testing for seismic resistance
    - Step 6 – Check for provisions for structural observations
  - *Soils Report.*
    - Step 1 – Review provisions for excavation grading and fill
    - Step 2 – Verify design of allowable load-bearing values of soils
  - *Footings.*
    - Step 1 – Determine if frost protection is in compliance with local requirements
    - Step 2 – Determine if footings are in compliance with code requirements
  - *Foundation Walls.* The following IBC code sections and tables apply to foundation walls:
    - Section 1801.2 Design
    - Section 1805 Footings and Foundation
    - Section 1805.4.6 Wood Foundations
    - Section 1805.5 Foundation Walls
    - Section 1805.5.1 Foundation Walls Thickness
      - Section 1805.5.1.1 Thickness Based on Walls Supported
      - Section 1805.5.1.2 Thickness Based on Soil Loads, Unbalanced Backfill Height and Wall
      - Section 1805.5.1.3 Rubble Stone
    - Section 1805.5.4 Hollow Masonry Walls
    - Section 1805.5.2 Foundation Wall Materials
    - Section 1805.5.3 Alternative Foundation Wall Reinforcement
    - Section 1805.5.3 Seismic Requirements
- Structural Components and Materials.
  - *Concrete.*
    - Step 1 – Check specifications for design/construction standards
    - Step 2 – Check specifications for material standards and requirements
    - Step 3 – Check concrete details
    - Step 4 – Check concrete placing and mixing specifications
  - *Masonry.*
    - Step 1 – Check specifications for design/construction standards
    - Step 2 – Check specifications of masonry materials
    - Step 3 – Check installation details
  - *Steel.*

- Step 1 – Check specifications for steel design/construction standards
- Step 2 – Check specifications for material standards
- Step 3 – Check details
- *Wood.*
  - Step 1 – Check specifications for wood design/construction standards
  - Step 2 – Check specifications for wood materials
  - Step 3 – Check installation details
  - Step 4 – Check additional requirements for conventional construction seismic design Categories B or C
  - Step 5 – Check additional requirements for conventional construction seismic design Categories D or E
- *The following standards and standard sections also apply to wood.*
  - AWP C1-00 All Timber Products-preservative Treatment by Pressure Processes
  - AWP U1-04 Use Category System: User specification for Treated Wood Exception Section 6, Commodity Specification H
  - TPI 1-02 National Design Standards for Metal-Plate-Connected Wood Truss Construction
  - AFPA NDS-05 National Design Specification (NDS) for Wood Construction
  - ASCE 16-95 Standard for Load Resistance Factor Design (LRFD) for Engineered Wood Construction

#### **Minimum Scope of Non-Structural Plan Review**

Non-Structural Plan Review includes steps for Building Planning, Fire Resistance-Rated Construction and Interior Finishes, Fire Protection Systems, and Means of Egress.

- Building Planning.
  - Step 1 – Classify Occupancy
  - Step 2 – Identify Types of Construction
  - Step 3 – Determine Building Height
  - Step 4 – Determine Minimum Type of Construction for Single Occupancy or Non-separated Mixed Uses
  - Step 5 – Determine Minimum Type of Construction for Separated Mixed Occupancies
  - Step 6 – Identify Unlimited Area Buildings
  - Step 7 – Accessibility

#### **Minimum Scope of Plumbing Plan Review**

To the extent the items that follow are part of the scope of proposed work, as depicted or specified on the permit application documents, at least the following features and provisions will be subject of the Plan Review performed by the Consultant. Plumbing Plan Review includes steps related to General requirements, Domestic Water System, Sanitary Sewer System, Sanitary Vent System, Storm Water Sewer System, Fuel Burning System, Site Utilities, Plumbing Fixtures Installation, Swimming Pools, Sump Pumps/Sewage Ejectors, Piping, Restaurant and Other Food Establishment, Location of Gas Appliances, and Accessibility to Persons with Disabilities.

- General.
  - Step 1 – Use groups present in the building Use group separation requirements
  - Step 2 – Number of stories
- Domestic Water System
  - Step 1 – Check layout of water piping system
  - Step 2 – Check piping materials
  - Step 3 – Check pipe sizing

- Step 4 – Check pipe location
- Step 5 – Check insulation or heat tracing for piping in unheated spaces
- Step 6 – Check domestic water service line size
- Step 7 – Backflow preventer requirement
- Step 8 – Verify each building has separate water service
- Sanitary Sewer System
  - Step 1 – Check layout of sanitary drainage piping system
  - Step 2 – Check piping materials
  - Step 3 – Check pipe sizes
  - Step 4 – Check piping location
  - Step 5 – Check pitch of horizontal branches based on drainage fixture unit load
  - Step 6 – Verify each building has separate sewer service
  - Step 7 – Check clean-out location
  - Step 8 – Check sanitary sewer line size and building line size
  - Step 9 – Check insulation or heat tracing for piping in unheated spaces
- Sanitary Vent System
  - Step 1 – Check type of venting of individual fixtures and fixture group
  - Step 2 – Verify each trap is properly vented
  - Step 3 – Check vent stacks and stack vents
- Storm Water Sewer System
  - Step 1 – Check piping materials
  - Step 2 – Check building drain and lateral pipe sizes
  - Step 3 – Check pitch of horizontal branches based on drainage are served
  - Step 4 – Check piping location
  - Step 5 – Check roof drain overflow provisions
- Fuel Burning System
  - Step 1 – Check working pressure of gas system
  - Step 2 – Check piping/tubing materials and sizes
  - Step 3 – Check protection of gas piping against physical damage or puncturing
  - Step 4 – Check layout of risers and branches of gas distribution piping based on pressure of the system, location of appliances, and other fuel burning equipment
- Site Utilities
  - Step 1 – Verify depth of installation of underground domestic and fire water service, sanitary and storm sewers
  - Step 2 – Check connection and size of building sanitary sewer and storm sewer to public sewer system
  - Step 3 – Check connection and size of gas service line and shut-off valve location
- Plumbing Fixtures Installation
  - Step 1 – Check required minimum number of plumbing fixtures
  - Step 2 – Check mounting clearances to walls, between fixtures and in front of fixtures
  - Step 3 – Check size location and venting of fixture traps
  - Step 4 – Check sizes of all waste, vent, hot and cold water pipe lines and shut-off valve for each fixture
  - Step 5 – Verify trap priming system
  - Step 6 – Check required minimum number of plumbing fixtures
- Swimming Pools
  - Step 1 – Check recirculating water system
  - Step 2 – Check pool water discharge system

- Step 3 – Check air at water supply spout
- Sump Pumps/Sewage Ejectors
  - Step 1 – Check installation of pumps and ejectors
  - Step 2 – Verify pump capacity and head
  - Step 3 – Check installation of discharge line and location of gate and check valves for each discharge line
  - Step 4 – Check discharge line piping materials and supports
  - Step 5 – Verify sanitary sump pit has independent vent through roof
- Piping
  - Step 1 – Check piping materials
  - Step 2 – Check markings of piping systems
  - Step 3 – Check piping supports and bracing and spacing supports
  - Step 4 – Protection of penetrations of fire resistance rated walls and floors by plumbing and gas piping systems
- Restaurant and Other Food Establishment
  - Step 1 – Check fixtures with indirect waste
  - Step 2 – Check air gaps and air breaks on fixtures with indirect waste
  - Step 3 – Check grease interceptor provisions-size, installation, accessibility for maintenance and venting
  - Step 4 – Verify ceiling protection of food preparation areas from overhead piping
- Location of Gas Appliances
  - Step 1 – Hazardous/prohibited location
  - Step 2 – Fuel burning equipment location in garages; protection from physical damage
  - Step 3 – Access for maintenance
- Accessibility to Persons with Disabilities
  - Step 1 – Check for access
  - Step 2 – Check sufficient, accessible fixtures are provided
  - Step 3 – Check clearances between fixtures and other required floor clearances
  - Step 4 – Check mounting heights of restroom and bathroom

### **Minimum Scope of Mechanical Plan Review**

To the extent that the items that follow are part of the scope of proposed work, as depicted or specified on the permit application documents, at least the following features and provisions shall be the subject of the Plan Review performed by the Consultant. Plumbing Plan Review includes steps related to general provisions, protection of structural members and penetrations, location of equipment, piping, ventilation, exhaust systems, duct systems, combustion air provisions, chimneys and vents, boilers, water heaters & pressure vessels, refrigeration system, fuel gas systems, fuel oil piping and storage, special appliances, fireplaces and solid fuel burning equipment, hydronic systems, and solar power systems.

- General
  - Step 1 – Type of Construction assembly rating requirements; use groups present in building
  - Step 2 – Use group separation requirements; mechanical room separation
  - Step 3 – Smoke management zone boundaries; definition of zones
  - Step 4 – Smoke barriers
  - Step 5 – Smoke management damper and controls actuation matrix
- Protection Of Structural Members And Penetrations
  - Step 1 – Layout of forced air system ductwork
  - Step 2 – Protection of penetrations of fire resistance rated walls and floors



- Step 3 – Fire resistive construction and assemblies, and fireproofing provisions
- Location Of Equipment
  - Step 1 – Hazardous/prohibited locations
  - Step 2 – Fuel burning equipment location in garages
  - Step 3 – Protection from physical damage
  - Step 4 – Maintenance access
- Piping
  - Step 1 – Piping materials
  - Step 2 – Piping support and bracing
  - Step 3 – Spacing
- Ventilation
  - Step 1 – Occupancy classification requirements Identification of relevant occupancies
  - Step 2 – Mechanical ventilation outdoor air rates provided.
  - Step 3 – General design of heating, ventilation and air-conditioning systems
  - Step 4 – Equipment schedules
  - Step 5 – Public garage intermittent ventilation provisions
  - Step 6 – Ventilation of special spaces
  - Step 7 – Equipment rooms
  - Step 8 – Elevator machine rooms and shafts, etc.
- Exhaust Systems
  - Step 1 – Design of commercial kitchen grease exhaust duct systems
  - Step 2 – Hood type and size
  - Step 3 – Duct suppression system
  - Step 4 – Clean-out locations
  - Step 5 – Make-up air provisions
  - Step 6 – Schedule of commercial kitchen exhaust fans.
  - Step 7 – Design and layout of hazardous exhaust systems
  - Step 8 – Duct materials
  - Step 9 – Suppression systems
- Duct Systems
  - Step 1 – Design, layout and riser diagrams of forced air system ductwork
  - Step 2 – System smoke detection provisions
  - Step 3 – System control
- Combustion Air Provisions
  - Step 1 – Rating of fuel burning appliances
  - Step 2 – Inside air/Outdoor air provisions
  - Step 3 – Combustion air ducts and/or vents sizes
  - Step 4 – Outdoor air intake provisions
  - Step 5 – Direct-vented appliance requirements; listed fireplaces and inserts
- Chimneys and Vents
  - Step 1 – Type of vented appliances
  - Step 2 – Type of chimney
  - Step 3 – Adequate for the type of vented appliance; breaching
  - Step 4 – Multi-story venting of fuel burning appliances
  - Step 5 – Clearances to combustibles
  - Step 6 – Clearances to roof and structures Clearances to vents and intakes
- Boilers, Water Heaters & Pressure Vessels

- Step 1 – Rating of boilers and HWH
  - Step 2 – Means of egress from boiler rooms
  - Step 3 – Separation of boiler rooms
  - Step 4 – Fire rating of walls and floor assemblies
  - Step 5 – Separation from storage
  - Step 6 – Fire suppression provisions
- Refrigeration Systems
    - Step 1 – Types of refrigerants
    - Step 2 – Ventilation of Machinery Rooms
    - Step 3 – Monitoring devices
    - Step 4 – Ventilation provisions
    - Step 5 – Construction of machinery rooms
    - Step 6 – Fire rating of walls and floor assemblies
    - Step 7 – Exit discharge
- Fuel Gas Systems
    - Step 1 – Design, layout and riser diagrams of gas distribution piping systems and fuel burning equipment.
    - Step 2 – Piping materials
    - Step 3 – Gas flow controls
    - Step 4 – 2-psi and higher pressure gas piping
- Fuel Oil Piping and Storage
    - Step 1 – Piping materials
    - Step 2 – Piping support
    - Step 3 – Fuel oil system installation
    - Step 4 – Fuel oil tank size and location
- Special Appliances, Fireplaces and Solid Fuel Burning Equipment
    - Step 1 – Type of appliances
    - Step 2 – Ventilation appliances
    - Step 3 – Unvented appliances
    - Step 4 – Listing of appliances
    - Step 5 – Location of appliances
    - Step 6 – Ventilation requirement
    - Step 7 – Prohibited locations
- Hydronic Systems
    - Step 1 – Hydronic piping
    - Step 2 – Materials Piping installation
- Solar Power Systems
    - Step 1 – Materials
    - Step 2 – System installation

**Minimum Scope of Electrical Plan Review**

To the extent the items that follow are part of the scope of proposed work, as depicted or Specified on the permit application documents, at least the following features and provisions shall be subject of the Plan Review performed by IBTS. Electrical Plan Review includes steps related to review of Application, Submitted Plans, Detail Plan Review, Specifications Layout and Power Needs, Wiring Methods and Risers, and Special Use and Occupancy Requirements.

- Application
  - Step 1 – Completeness of application

- Step 2 – Proposed use group of building
- Step 3 – Scope of work involved
- Submitted Plans
  - Step 1 – Address of property
  - Step 2 – Completeness
  - Step 3 – Legibility
  - Step 4 – Legend
  - Step 5 – General construction notes
  - Step 6 – Seal and signature of P.E. (if applicable)
  - Step 7 – Separate plans for each discipline (i.e.) Arch., M/P, Elect. & Fire
- Detail Plan Review
  - Step 1 – Matching of Architectural, M/P, Electrical floor plans
  - Step 2 – HVAC, Mechanical and elevator loads shown
  - Step 3 – Disconnects for Mechanical loads
  - Step 4 – Locations of Switchboards, Panel boards, Transformers etc.
  - Step 5 – Equipment foreign to electrical in main switchboard room
  - Step 6 – Proper clearance around switchboards, panels boards, transformers, motor control centers, motors/generators sets and their disconnect switches
  - Step 7 – Electrical equipment in storage areas (not permitted)
  - Step 8 – Service entrance and meter locations
  - Step 9 – Alternate exit from switchboard room
  - Step 10 – Fire protection
- Specifications Layout And Power Needs
  - Step 1 – Required general purpose outlets
  - Step 2 – GFCI outlets
  - Step 3 – General lighting layouts, fixtures and control switches
  - Step 4 – Adequate lighting for steps, stairs, corridors and outdoors
  - Step 5 – Emergency and exit lighting
  - Step 6 – Fire and Sprinkler alarms Smoke detectors
  - Step 7 – FACP and FAAP graphics
- Wiring Methods And Risers
  - Step 1 – Conduit or raceway materials
  - Step 2 – Conductors and conduit bodies
  - Step 3 – Pull boxes and junction boxes
  - Step 4 – Wire troughs, cable trays and duct banks
  - Step 5 – Grounding and short circuit protection
  - Step 6 – Electrical Riser and Single Line diagrams for power distribution system
  - Step 7 – Fire alarm Risers
  - Step 8 – Equipment and feeder schedules
  - Step 9 – Cabling for computers, security and telecommunications
- Special Use And Occupancy Requirements:
  - Step 1 – Hazardous locations
  - Step 2 – Hospitals and other health care facilities
  - Step 3 – Equipment in gas meter rooms
  - Step 4 – Gasoline and service stations
  - Step 5 – Cold storage and refrigeration rooms
  - Step 6 – Oil burning equipment disconnecting means
  - Step 7 – Mechanical exhaust systems in kitchens, lavatories,

## Minimum Scope of Elevator Review

To the extent the items that follow are part of the scope of proposed work, as depicted or specified on the permit application documents, at least the following features and provisions shall be subject of the Plan Review performed by the Consultant. Elevator Plan Review includes steps related to review of General provisions, Elevator Hoistway Construction, Elevator Pit, Elevator Machine Room, Ventilation and Cooling of Elevator Machine Rooms, Elevator Machinery Spaces, Elevator Car, Elevator Fire Protection Measures, and Elevator Codes and Standards.

- General
  - Step 1 – Use Group of Building
  - Step 2 – Structural provisions to resist weight of elevator car and counterweight, and static and dynamic reaction forces.
  - Step 3 – Mounting height of corridor call buttons and check for accessibility
  - Step 4 – Corridor call buttons design, arrangement and dimensions, for accessibility
- Elevator Hoistway Construction
  - Step 1 – Protrusions into interior surfaces of hoist way (construction and angle of beveled surfaces at top of beam ledge projections that exceed 2 inches)
  - Step 2 – Rating of elevator hoist way walls and hoist way doors as specified in door schedule
  - Step 3 – Fire resistance rating of the construction of the top of the hoist way (same rating as the hoist way enclosure)
  - Step 4 – Fire resistance rating of the construction of the bottom of the hoist way if not in-ground
  - Step 5 – Vent at top of hoist way
  - Step 6 – Vent size
  - Step 7 – Rated enclosure of hoist way vent offset, from the shaft through the opening to the exterior
- Elevator Pit
  - Step 1 – Door of access to pit
  - Step 2 – Separate access door to the elevator pit, size and clearance
  - Step 3 – No access to non-authorized persons
  - Step 4 – Ladder steps out of the elevator pit
  - Step 5 – Hand grip for the pit ladder, reaching 42 inches above the pit door sill
  - Step 6 – Pit drainage
  - Step 7 – Provisions to drain elevator pit (permanent drainage to approved point of disposal, if pit is subject to water infiltration, oil separation and discharge)
  - Step 8 – Point of discharge of elevator sump pump and type of receptor
  - Step 9 – Emergency stop switch for each elevator at point of access to the pit
  - Step 10 – Permanent electric lighting in the pit (dedicated elevator pit circuit)
  - Step 11 – GFI receptacle in the elevator pit (at least one 15 A duplex receptacle)
- Elevator Machine Room
  - Step 1 – Rating of EMR
  - Step 2 – Rating of EMR door to interior of building (based on EMR enclosure rating)
  - Step 3 – Emergency stop switch for each elevator in EMR
  - Step 4 – Permanent electric stop switch for each elevator in EMR
  - Step 5 – GFI receptacle in EMR
  - Step 6 – Verify minimum 7 ft. headroom above floor of top-of-hoist way EMR
  - Step 7 – Verify that only electrical, HVAC or other mechanical equipment directly related to the operation
- Ventilation And Cooling Of Elevator Machine Rooms
  - Step 1 – Installed Cooling Capacity: check against minimum cooling capacity recommended by manufacturer

- Step 2 – Ventilation Rate of Elevator Machine Room
- Step 3 – Absence of unrelated ventilation or mechanical equipment in the Elevator Machine Room
- Elevator Machinery Spaces
  - Step 1 – Emergency stop switch for each elevator in elevator machinery spaces
  - Step 2 – Permanent electric lighting in elevator machinery spaces (dedicated EMR circuit)
  - Step 3 – Receptacle in elevator machinery spaces
  - Step 4 – Verify minimum 42 in. headroom above the floor of top-of-hoist way machinery spaces containing only sheaves
  - Step 5 – Verify minimum 54 in. headroom above the floor of top-of-hoist way machinery spaces containing governors or other equipment besides sheaves
- Elevator Car
  - Step 1 – Check type of elevator (e.g., passenger, freight Class A, Class B or Class C1 through C3) and rated load
  - Step 2 – Emergency rescue elevator in high rise: measure car interior dimensions and verify it will accommodate a 24"x76" cot in the horizontal position
  - Step 3 – Elevator door clear width in the open position
- Elevator Fire Protection Measures
  - Step 1 – Verify that, next to each sprinkler at top of hoist way(s), there is a heat detector that causes elevator shunt trip
  - Step 2 – Verify that, next to each sprinkler in the EMR, there is a heat detector that causes elevator shunt trip
  - Step 3 – Verify that there is a smoke detector in each elevator in the EMR that initiates elevator recall
  - Step 4 – Verify there is a smoke detector in each elevator lobby that initiates elevator recall
  - Step 5 – Verify whether elevator hoist way is sprinklered or if it is exempted
  - Step 6 – Verify there is sprinkler protection at top of elevator hoist way (unless the project is exempted)
  - Step 7 – Verify sprinkler protection in elevator machine room
  - Step 8 – Verify that means of two-way conversation between the car and a point accessible to emergency personnel is provided
  - Step 9 – Verify there is an audible signaling device that is audible inside the car and outside the hoist way
  - Step 10 – If elevator travel > 100 ft: check for at least one (1) audible signaling device on the car and one (1) audible device at the designated recall level
  - Step 11 – Verify Phase I recall is initiated ONLY by fire alarm smoke detectors in the EMR, hoist way or at elevator lobbies on the floors served by the elevators(s), or by Phase I switches
- Elevator Codes and Standards: In the conduct of elevator plan review, architectural, mechanical, plumbing, electrical and fire protection plans that relate to the elevator systems shall be reviewed. The review shall be based on the most recent editions of the following codes and standards, taking into account any subsequent amendments:
  - International Building Code and all referenced standards
  - International Property Maintenance Code and all referenced standards International Existing Building Code and all referenced standards
  - ASME/ANSI: QEI
  - ASME/ANSI: A17.1 Elevator and Escalator Safety Code
  - ASME/ANSI: A17.2 Inspection Guide of Elevator Escalator and Moving Walks
  - ASME/ANSI: A17.3 Existing Elevator and Escalator
  - ASME/ANSI: - A18.1 Platform Lifts

- ASME/ANSI: - A90.1 Belt Man lifts
- ASME/ANSI: - B20.1 Conveyors and Related Equipment
- ASME/ANSI: - International Fire Code
- ASME/ANSI: - International Plumbing
- Electrical: NFPA 70, National Electrical Code
- Accessibility: ANSI A117.1

Plan Reviewers shall use checklists as provided by each of the above-referenced codes and standards as applicable.

### **Minimum Scope of Accessibility Review**

#### Facility Access - Exterior Accessible Routes

- Route
  - Criteria
  - Dropoffs
  - Protruding objects
- Curb ramps
  - Location
  - Criteria
- Parking spaces
  - Location
  - Number
  - Criteria
- Passenger loading zone
  - Location
  - Criteria
- Accessible Entrances
  - Criteria
- Accessible Means of Egress
  - Criteria
  - Areas of refuge/Area of rescue assistance
  - Communication/Signage
- Interior Accessible Routes
  - Where required
  - Criteria
- Doors
  - Clear width and height
  - Direction of swing, separation, access
  - Hardware
  - Threshold
  - Protruding objects
- Signage
  - Criteria

## Vertical Conveyance

- Ramps
  - Dimensions
  - Maximum slope
  - Landings
  - Guards/handrails
  - Edge protection
  - Ramp construction
- Lifts
  - Criteria
- Elevators
  - Criteria

## Features and Facilities

- Alarms
- Storage or locker facilities
- Controls
- Counters and work surfaces
- Dressing, fitting and locker rooms
- Service counters
- Food service lines

## Plumbing Facilities

- Toilet and bathing rooms
  - Family or assisted use toilet and bathing rooms
  - Water closets
  - Water closet compartments
  - Urinals
  - Lavatories and sinks
  - Bathtubs
  - Showers
- Drinking fountains
- Kitchens and kitchenettes

## Special Occupancies

- Assembly
  - Services
  - Listening systems
  - Wheelchair spaces and companion seats
  - Designated aisle seats
  - Performance areas
  - Dining areas

## ***Approval***

Upon resolution of all comments, the designer shall submit three (3) full-sized sets for approval purposes. These sets must bear the original or digital signature(s) and seal(s) of the applicable Maryland-registered design professional(s). The Consultant will, upon receipt of these sets, issue an approval package, including signed and sealed certification letter and review history, as well as apply a dated stamp on each

page of the approved drawings. Two (2) sets of approved drawings will be returned to MSA for its use; one (1) set of drawings will be retained by the Consultant for its records.

## ***Reporting***

The Consultant will provide a report to the assigned Project Manager of MSA on the first business day of each month, covering all completed and in-progress items from the start of the project to the current date, to include receivables, deliverables, and applicable milestones.

## ***Additional Services***

Following review or services, including other types of additional services not indicated or anticipated here-on-after, which are performed on behalf of MSA shall be considered as Additional Services.

1. Review of early design packages such as conceptual design drawings, demolition drawings, footing & foundation permit drawings, superstructure only permit drawings
2. MSA's requests for the Consultant's assistance in code interpretation, code modification, or professional opinions on certain subject matters
3. Review of design changes after the Consultant has certified a project

Additional Services shall be invoiced hourly based on the hourly rate indicated in the Consultant's Financial Proposal. The invoice for Additional Services will be sent to MSA via email at the beginning of each month for the Additional Service(s) performed in the previous month.

Submittal Requirements and plan review schedule of early design packages shall follow the section **Plan Review Schedule and Submittal Requirements of the Procedure Manual**.

## ***Code Modification***

The Building Official is MSA. The Building Official has the authority to issue a modification to a building code provision, provided the proposed change meets the code's spirit and functional intent. Consider applying for a code modification if:

- The project's design or construction does not meet the letter of the building code, but potentially complies with its intent.
- A code provision from an edition of the code that Baltimore City has yet to adopt better addresses the design or construction.
- An alternate design, unknown method or new material is available that is not addressed in the code.

Each modification is unique to a specific project and cannot be construed as a citywide or statewide code interpretation. A code modification is not a variance or a relaxation of a requirement; the Building Official does not have the authority to waive provisions of the code.

To apply for a code modification, complete the Code Modification Request Form and follow the instructions therein to submit your documentation to the Building Official. Supporting documentation can be helpful to demonstrate your proposed modification meets the functional intent of the code.

The Building Official evaluates the technical merits of the proposed code modification. Notified will be sent in writing of the final ruling which will be an approval, denial or a conditional approval.



Code modification request shall be sent to:

Project Manager - TBD  
Maryland Stadium Authority  
Capital Projects Development Group  
The Warehouse at Camden Yards - South Warehouse  
351 West Camden Street, Ste. 500  
Baltimore, MD 21201

A copy of the code modification request must be provided to the Consultant. Code modifications will be reviewed within three (3) calendar weeks. MSA will issue its decision on the Code modification Request in the following week with a copy to the Consultant. The Consultant will withhold approval of the project until the code modification is approved.

### ***Code Interpretation***

If a code section requires greater clarification, please consider purchasing the code commentary. While not enforceable, these stand-alone publications provide the background and intent of each code section for all national codes referenced by the City of Baltimore. The commentaries can be purchased at the International Code Council's online store.

However, if a more local interpretation is desired, please send a code interpretation request in writing to:

Project Manager - TBD  
Maryland Stadium Authority  
Capital Projects Development Group  
The Warehouse at Camden Yards - South Warehouse  
351 West Camden Street, Ste. 500  
Baltimore, MD 21201

A copy of the code interpretation request must be provided to the Consultant. Code Interpretation will be issued by MSA to the applicant in writing with a copy to the Consultant within two (2) calendar weeks. The Consultant will withhold approval of the project until the code interpretation is received.

Each code interpretation is unique to a specific project and cannot be construed as a citywide or statewide code interpretation. If MSA believes that a certain code interpretation has broad application to public schools under its jurisdiction, MSA may at its discretion, issue a Letter to Industry to be used as general guidance on MSA' position on certain provisions of the building code.

### ***Demolition Permit***

A demolition permit must be obtained prior to demolition of an existing structure. The following items shall be submitted to MSA when applying for demolition permit.

1. Site Development Permit
2. Asbestos Removal Release Letter from Maryland Department of the Environment
3. Gas and Electric Release Letter from Baltimore Gas and Electric Company
4. Water and Sewer Release Letter from Baltimore City Department of Public Works
5. Telephone/Data Line Release Letter from Verizon Maryland, Inc.
6. Two sets of Demolition drawings signed and sealed by the Maryland Registered Design Professionals (RDPs) and certified by the Consultant.
7. One copy of completed MSA Demolition Application Form

To obtain the Consultant’s certification on demolition drawings, permit applicant shall submit demolition drawings without signature or seals to the Consultant for reviews. The turnaround time for demolition drawing review is five (5) business days after receipt of the drawings. After the Consultant reviews are complete, permit applicant shall send three sets of signed and seals drawings to the Consultant for certification. The Consultant shall certify the demolition drawings in two (2) business days. Two certified sets of drawings will be sent to MSA for Demolition Permit and one set will be retained by the Consultant for its records.

## ***Permit Revisions***

A building permit is an authorization to build according to a specific scope of work, including approved plans. You are required by law to get a permit for construction. Any modification of permit scope or approved plans must be specifically approved.

Permit revision review requires submittal of two (2) full-sized, one (1) half-sized, and one (1) PDF set of drawings, without signatures or seals. Also to be included are the design change narratives and the project number for which the revision is being made.

A copy of all electronic submittals, including transmittals, shall be sent to [ENTER CONSULTANT’S POINT OF CONTACT NAME AND E-MAIL ADDRESS](#) and [ENTER CONSULTANT’S SECONDARY POINT OF CONTACT NAME AND E-MAIL ADDRESS](#).

Review of each permit revision submittal will meet the following schedule:

<b>Phase</b>	<b>Initial Review</b>	<b>Revision Review(s)</b>
Permit Revision Drawings	Ten (10) business days after receipt of drawings	Five (5) business days after receipt of drawings

All resubmittals must include a complete revision submittal (including all impacted disciplines) and a point-by-point written response narrative detailing how each comment is addressed and where the revised information can be found. All revised areas on the drawing shall be identified by revision clouds. Partial revision submittals may result in no review and immediate rejection of the revision submittal. Note that a response such as “Will Comply” does not constitute a complete response.

Upon resolution of all comments, the designer shall submit three (3) full-sized sets of the revised drawings for approval purposes. These sets must bear the original or digital signature(s) and seal(s) of the applicable Maryland-registered design professional(s). The Consultant will, upon receipt of these sets, issue an approval package, including signed and sealed certification letter and review history, as well as apply a dated stamp on each page of the approved drawings. Two (2) sets of approved drawings will be returned to MSA for its use; one (1) set of drawings will be retained by the Consultant for its records.

## **Inspections**

### ***Scheduling Field Inspections***

The contractor(s) will request inspections by email by noon the day prior to the inspection, to a Consultant email address to be established. Request(s) will include the type, address and preferred time (6 am – 11 am or 11 am – 3 pm) of inspection. The contractor will receive an email confirmation when the inspection is scheduled. Normal inspection hours are 6 am – 3 pm, Monday thru Friday.

### ***Scope and Procedures***

#### **Protocols/procedures for inspection:**

Upon arrival at the site, the inspector will call the Point of Contact (“POC”) listed on the inspection request who will accompany the inspector.

The inspector will allow the POC to correct deficiencies during the inspection, if possible.

Upon completion of the inspection, the inspector will secure the signature of the POC (superintendent, PM for the contractor) and submit results to the Consultant’s project manager.

#### **Minimum scope of inspections:**

Construction or work for which a permit is required, including new construction, additions, alterations and repairs, shall be subject to inspection and such construction or work shall remain accessible and exposed for inspection purposes until approved. Inspections presuming to give authority to violate or cancel the provisions of the Construction Codes or of other laws or regulations shall not be valid.

After issuance of a building permit the agency shall conduct inspections from time to time during and upon completion of the work, for which a permit has been issued. A record of all such examinations and inspections and of all noted violations of the Construction Codes shall be maintained.

Upon completion of the building or structure and site work, and before issuance of any certificate of occupancy, a final inspection shall be made to verify that all required inspections have been performed and approved.

Inspectors are not to perform “punchout” services.

#### **Construction Inspections:**

The provisions of the Building Code shall apply to the construction, alteration, addition, repair, removal, demolition, use, location, movement, enlargement, occupancy and maintenance of all buildings and structures, appurtenances attached to buildings or structures, signs, advertising devices and premises in the Baltimore School Project, and apply to existing or proposed buildings and structures; except as such matters are otherwise provided for in other ordinances or statutes, or in the rules and regulations authorized for promulgation under the provisions of the Building Code.

The purpose of the Building Code is to establish the minimum standards to safeguard the public health, safety, and general welfare through structural strength, means of egress, facilities’ stability, sanitation, adequate light and ventilation, energy conservation, accessibility and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

### **Mechanical Inspections:**

The provisions of the Mechanical Code shall regulate the design, installation, maintenance, alteration, and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings. The Mechanical Code shall also regulate those mechanical systems, systems components, equipment and appliances specifically addressed herein including smoke control and grease conveyance systems.

The purpose of the Mechanical Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, and installation, quality of materials, location, operation and maintenance or use of mechanical systems.

### **Electrical Inspections:**

The provisions of the Electrical Code and Maryland Title IX shall apply to the design, installation, maintenance, alteration, conversion, changing, repairing, removal, and inspection of electrical conductors, equipment, and systems in buildings or structures and on private or public space.

Exceptions:

1. Installations of communications equipment under the exclusive control of communications utilities located outdoors, or in building spaces used exclusively for such installations, are not subject to the Electrical Code.
2. Electrical installations, including associated lighting, under the exclusive control of electrical utilities for the purpose of communications, metering, generation, control, transformation, transmission, or distribution of electricity, when such installations are located in buildings used exclusively by utilities for such purposes, or outdoors on property owned or leased by the utility, or on or along public highways, streets, roads, and other public right-of-ways, or outdoors on private property by established rights such as easements, are not subject to the Electrical Code.

The purpose of the Electrical Code is to establish the minimum requirements to safeguard persons and property from hazards arising from the use of electricity, and is not intended as a design specification or as an instruction manual for untrained persons.

### **Plumbing Inspections:**

The provisions of the Plumbing Code shall apply to the erection, installation, alteration, repairs, relocation, and replacement, in addition to the use or maintenance of plumbing systems within this jurisdiction. The Plumbing Code shall also regulate non-flammable medical gas, inhalation anesthetic, vacuum piping, non-medical oxygen systems, and sanitary and condensate vacuum collection systems.

The purpose of the Plumbing Code is to provide minimum standards to safeguard life or limb, health, accessibility, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of plumbing equipment and systems.

### **Fuel Gas Inspections:**

The provisions of the Fuel Gas Code shall apply to the installation of fuel gas piping systems, fuel gas utilization equipment, gaseous hydrogen systems, and related accessories, as follows:

1. Gaseous hydrogen systems shall be regulated by Chapter 7 of the IFGC.
2. The regulations cover piping systems for natural gas with an operating pressure of 125 pounds per square inch gauge (psig) (862 kPa gauge) or less, and for LP-gas with an operating pressure

of 20 psig (140 kPa gauge) or less. Coverage shall extend from the point of delivery to the outlet of the equipment shutoff valves. Piping system requirements shall include design, materials, components, fabrication, assembly, installation, testing, inspection, operation, and maintenance.

3. Requirements for gas utilization equipment and related accessories shall include installation, combustion and ventilation air, and venting and connection to piping systems.

The purpose of the Fuel Gas Code is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction and installation, quality of materials, location, operation and maintenance or use of fuel gas systems.

### **Energy Conservation Inspections:**

The provisions of the Energy Conservation Code shall apply to the design of energy-efficient buildings and structures, or portions thereof, which provide facilities or shelter for public assembly, educational, business, mercantile, institutional, storage and residential occupancies, as well as those portions of factory and industrial occupancies designed primarily for human occupancy. The Energy Conservation Code thereby addresses the design of energy-efficient building envelopes and the selection and installation of energy-efficient mechanical, service-water heating, electrical distribution and illumination systems and equipment, for the effective use of energy in these buildings and structures.

Exception: Energy conservation systems and components in existing buildings undergoing repair, alteration, or addition, and change of occupancy, shall comply with the Existing Building Code.

The purpose of the Energy Conservation Code is to regulate the design and construction of buildings for the effective use of energy. The Energy Conservation Code is intended to provide flexibility to permit the use of innovative approaches and techniques to achieve effective use of energy. The Energy Conservation Code is not intended to abridge safety, health or environmental requirements contained in other applicable codes or ordinances.

### **Existing Building Inspections:**

The provisions of the Existing Building Code shall apply to the repair, alteration, change of occupancy, addition, and relocation of any building or structure that was erected and occupied or issued a certificate of occupancy at least one year before a construction permit application was made to MSA. The Existing Building Code shall also establish requirements for existing elevators and escalators.

The purpose of the Existing Building Code is to provide flexibility to permit the use of alternative approaches to achieve compliance with minimum requirements to safeguard the public health, safety and welfare insofar as they are affected by the repair, alteration, change or occupancy, addition and relocation of existing buildings.

### **Other Inspections:**

In addition to the inspections specified above, the third party inspection agency shall perform other inspections of any construction work. These inspections shall ascertain compliance with the provisions of the Construction Codes, Accessibility Codes, Referenced Standards, Manufactures Specifications and installation instructions as well as other laws or regulations that are enforced by the Department.

### **Required Inspections:**

Construction inspections are divided into 4 main areas *and included in Chapter 1, DCMR-12:*

1. **Footings and foundations:** Inspections performed after excavations have been made and before pilings are driven or footings are poured, for inspection of soil and foundation conditions.
  - o **Footing Trenches.** Inspection of the bottom of footing trenches, after all reinforcement steel is set and before any concrete is placed.

- **Location of Walls.** Inspection performed before walls reach the height of one foot, to verify agreement with survey data. A certificate from the Office of the Surveyor, showing location of the walls with reference to lot and building lines, shall be submitted to the code official before erection of such wall is authorized to proceed.
- **Concrete slab or under-floor inspection.** Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready-mixed in accordance with ASTM C94, the concrete need not be on the job.
- **Before Backfilling.** Inspection performed before backfilling, for inspection of footings, sheeting and shoring, waterproofing, and location of walls and columns with respect to footings.

Construction inspections are divided into 4 main areas.

1. **Concrete slab or under-floor inspection.** Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready-mixed in accordance with ASTM C94, the concrete need not be on the job.

**Before Backfilling.** Inspection performed before backfilling, for inspection of footings, sheeting and shoring, waterproofing, and location of walls and columns with respect to footings.

2. **Rough Inspections:**

Rough inspections shall be performed after verification of all footing and foundation inspections.

- **Electrical, Gas, Mechanical and Plumbing Rough.** Inspection of all electrical, mechanical and plumbing work to be concealed performed before installation of any concealing materials, for inspection of method of installation, clearances and protection around critical areas.
- **Frame Inspection.** Inspection of structural framing and fastenings, performed before concealing materials, for inspection of anchorage to foundations, bracing, firestopping and/or termite protection. Rough framing inspection shall not be performed until all rough MEP inspections are passed.
- **Insulation.** Inspection of required insulating materials shall be performed after framing and MEP inspections are passed and before covering them with any other materials. Inspections shall be made to determine compliance with Chapter 13 and shall include, but not be limited to, inspections for: envelope insulation R and U value, fenestration U value, duct system R value, and HVAC and water heating equipment efficiency.

3. **Final Inspections:** Upon completion of the building or structure and site work, and before issuance of any certificate of occupancy, a final inspection shall be made to verify that all required inspections have been performed and approved. All violations or infractions of the approved plans and permit shall be noted and the holder of the permit shall be notified of the discrepancies.

- **Electrical, Gas, Mechanical, Plumbing and Energy Final.** Inspection made after all work required by the permit and approved plans is complete. Electrical final shall be performed prior to fire alarm inspection.
- **Building Final.** Inspection made after all work required by the building permit and approved plans is complete. Building inspections shall be performed last after all other required final inspections are complete.

4. **Other Inspections.** In addition to the inspections specified above, the third party inspection agency shall perform other inspections of any construction work. These inspections shall ascertain compliance with the provisions of the Construction Codes, Accessibility Codes, Referenced Standards, Manufactures Specifications and other laws or regulations that are enforced by MSA.

### **Procedures to ensure ADA compliance:**

All trade inspectors will be ICC certified accessibility inspectors familiar with the applicable Maryland requirements regarding accessibility.

### ***Reporting***

The construction inspector will leave initial findings on site with the construction superintendent and report final findings to the Consultant PM who will review report and sign/seal or cause to be signed/sealed by the professional in charge for each discipline within 7 days of the inspection.

### **Report Non-complying Items:**

The Inspection Agency shall produce a list, in the inspection report, of non-complying items for each Inspection. In the case of expected request for Modification or Variance, the inspection reports shall list the required corrections that are pre-requisite to the approval of a section, or the phase of construction. The Inspection Report shall be in the standard "daily report" format, designed by the Inspection Agency. At a minimum, the Inspection Report shall include:

- Name and address of the inspection agency.
- Name and contact information for the Inspector.
- Project address.
- Permit number
- Type of inspection performed.
- List of items found to be non-compliant by the inspection and code reference.
- Phase of the Project if partial inspection.

Following issuance of an Inspection Report, the Inspector and Inspection Agency shall be available to the Owner, or to the Owner's contractor and designer of record or their designated representatives, as necessary, to clarify the requested corrections to accomplish code compliance.

Additionally, if a modification or interpretation of the code is required to resolve the cited non-compliance the Inspection Agency may communicate this to the Code Official, either verbally or if requested by the Code Official in writing. If a verbal clarification occurs the Inspection Agency shall record details of the name of the Official who provided the clarification, and the date and time on which the clarification occurred, and shall receive e-mail confirmation from that Official.

Under no circumstances is the Inspection Agency to obtain a modification or interpretation of any regulations from an approved Third Party Plan Review Agency. The modification and or interpretation must always be determined by the Code Official.

Electronic reports will be distributed to the list provided by MSA for receipt.

Hard copy inspection reports will be filed at the Consultant's office and delivered to MSA at the completion of each school.

The Consultant will submit to MSA the monthly summary report of inspections performed, broken down by school name.

## **Required Reports:**

### **Rough inspection reports:**

It is not required to submit every progress rough-in report, but only the last one per each trade and per floor, or even for whole building, but always per address. It will be better served, for filing purposes if ALL trade reports are submitted in the same email file, even though the reporting time may be longer than five (5) working days.

TPF/electrical cut in/service inspection reports shall be sent to the CM. The CM will put in a request to BGE for the power utility. Once the project reaches substantial completion, the CM will turn the service over to City Schools.

### **Final inspection reports:**

#### **CO reports:**

##### 1. Chain of Custody of Project Documents

The Inspection Agency shall agree to exercise due diligence in the safekeeping of any Project documents received from MSA and to promptly return them to the Code Official when requested to do so. The drawings, specifications, electronic files in all types of media, or other materials received by the Inspection Agency in connection with the performance of any work under the Program may be protected by copyright law and shall remain the property of MSA or other rightful owner. Copies retained by the Inspection Agency shall be utilized solely for the purpose of completing the Inspection Agency's work under the Program and not for any other purpose, in this or in any other project, and shall be returned to MSA upon completion of the Project. The Inspection Agency agrees to treat such materials as confidential information.

##### 2. Access to the Inspection Agency

For the purposed of auditing agency's recordkeeping, the office of the inspection agency shall be accessible to the Code Official or his/her representative during normal business hours on a pre-scheduled basis. The Inspection agency shall provide complete inspection comments to the Owner or his/her authorized representative, if requested, within the deadlines agreed upon for each project. When scheduling conflicts occur, the Inspection agency shall cooperate with the Code Official and the Owner to resolve such conflicts so as to minimize adverse consequences to the Owner.

## ***Code Modifications and Variances***

The Building Official has the authority to issue a modification to a building code provision provided the proposed change meets the original's spirit and functional intent. Consider applying for a code modification if...

- Your project's design or construction does not meet the letter of the building code, but you feel it complies with its intent.
- A code provision from an edition of the code that Baltimore City has yet to adopt better addresses your design or construction.
- You have an alternate design, unknown method or new material that is not addressed in the code.



Each modification is unique to a specific project and cannot be construed as a citywide or statewide code interpretation. A code modification is not a variance or a relaxation of a requirement; the Building Official does not have the authority to waive provisions of the code.

To apply for a code modification, complete the Code Modification Request Form and follow the instructions therein to submit your documentation to the Building Official. You may also submit a written request with the same information required in the form. You will find that supporting documentation can be helpful to demonstrate your proposed modification meets the functional intent of the code.

The Building Official evaluates the technical merits of the proposed code modification. You will be notified in writing of the final ruling which will be an approval, denial or a conditional approval.

Code modifications shall be sent to:

Project Manager -TBD  
Maryland Stadium Authority  
Capital Projects Development Group  
The Warehouse at Camden Yards - South Warehouse  
351 West Camden Street, Ste. 500  
Baltimore, MD 21201

A copy must be provided to the Consultant. Code modifications will be reviewed within two (2) calendar weeks. The Consultant will withhold approval of the project until the code modification is approved.

## ***Code Interpretation***

If a code section requires greater clarification, please consider purchasing the code commentary. While not enforceable, these stand-alone publications provide the background and intent of each code section for all national codes referenced by the City of Baltimore. The commentaries can be purchased at the International Code Council's online store.

However, if a more local interpretation is desired, please send a code interpretation request in writing to:

Project Manager - TBD  
Maryland Stadium Authority  
Capital Projects Development Group  
The Warehouse at Camden Yards - South Warehouse  
351 West Camden Street, Ste. 500  
Baltimore, MD 21201

A copy must be provided to the Consultant. Code Interpretation will be issued by MSA to the applicant in writing with a copy to the Consultant within two (2) calendar weeks. The Consultant will withhold approval of the project until the code interpretation is received.

Each code interpretation is unique to a specific project and cannot be construed as a citywide or statewide code interpretation. If MSA believes that certain code interpretation has broad application to public schools under its jurisdiction, MSA may at its discretion, issue a Letter to Industry to be used as general guidance on MSA' position on certain provisions of the building code.