



**Maryland Stadium Authority  
Request for Proposals  
Construction Management Services  
Baltimore Convention Center Capital Improvements**

**Issue Date: April 11, 2024**

Minority Business Enterprises are encouraged to respond to this Request for Proposal. Please refer to Section 1.19 of this RFP for information regarding the MBE submission and compliance requirements.

## KEY INFORMATION SUMMARY SHEET

### MARYLAND STADIUM AUTHORITY Request for Proposals Construction Management Services Baltimore Convention Center Capital Improvements

<b>RFP Issue Date:</b>	<b>April 11, 2024</b>
<b>Procurement Officer:</b>	<b>Christian Kramer</b> Maryland Stadium Authority 351 West Camden Street, Suite 300 Baltimore, Maryland 21201 Phone: 443-202-3885 E-mail: <a href="mailto:ckramer@mdstad.gov">ckramer@mdstad.gov</a>
<b>Procurement Method:</b>	<b>Competitive Sealed Proposals</b>
<b>MBE Participation Goal:</b>	<b>30% overall with sub-goals of</b> 8% for African-American firms and 11% for women-owned firms
<b>Pre-Proposal Conference:</b>	<b>April 19, 2024 at 11:00am Local Time</b> <b>Registration link:</b> <a href="https://us02web.zoom.us/meeting/register/tZMucO6hrTkrGtFRQI49-zb_bKqW9iqVhI9D#/registration">https://us02web.zoom.us/meeting/register/tZMucO6hrTkrGtFRQI49-zb_bKqW9iqVhI9D#/registration</a>
<b>Site Visit:</b>	<b>April 26, 2024 at 10:00am Local Time</b> The Baltimore Convention Center 1 W Pratt St. Baltimore, MD 21201 <b>Registration link:</b> <a href="https://www.eventbrite.com/e/site-visit-cm-services-baltimore-convention-center-capital-improvements-tickets-880932351377">https://www.eventbrite.com/e/site-visit-cm-services-baltimore-convention-center-capital-improvements-tickets-880932351377</a>
<b>Question Due Date:</b>	<b>April 30, 2024 at 12:00pm Local Time</b> <b>Submission link:</b> <a href="https://mdstad.sharefile.com/r-r75b666db15c24e6bb4bbeof77cb1b000">https://mdstad.sharefile.com/r-r75b666db15c24e6bb4bbeof77cb1b000</a>
<b>Proposal Due Date:</b>	<b>May 10, 2024 at 1:00pm Local Time</b> <b>Technical Proposal Submission link:</b> <a href="https://mdstad.sharefile.com/r-rb0676d4fff994e53821a833527025eb2">https://mdstad.sharefile.com/r-rb0676d4fff994e53821a833527025eb2</a> <b>Financial Proposal Submission link:</b> <a href="https://mdstad.sharefile.com/r-roa182237d8094c67897364ef71fc6d1c">https://mdstad.sharefile.com/r-roa182237d8094c67897364ef71fc6d1c</a>

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Summary Statement

The Maryland Stadium Authority (“MSA”) is seeking a highly qualified Construction Management (“CM”) firm to perform \$20 million in capital improvement projects at the Baltimore Convention Center (“BCC”).

A current Capital Improvement Priorities List for the facility is attached hereto as **Attachment C**. This list is not all inclusive and work items may be added or removed throughout the life of this project.

The scope of work includes deferred maintenance items, design review, logistics planning, cost estimating, bidding, management, project scheduling and execution as described in Section 3 of this Request for Proposals (the “RFP”).

#### 1.2 Abbreviations and Definitions

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

- a. A/E – The team of architects, engineers, and other professional A/E’s required and assembled to perform the feasibility studies and/or design and construction administration services associated with the Program.
- b. Agreement – The written Capital Improvements Agreement and any future Agreement Modifications entered into by MSA and the selected Offeror responding to this RFP. The Agreement will include all general MSA terms and conditions, and will incorporate the entire RFP, including any amendments/addenda, and all or indicated portions of the selected Offeror’s proposal. A sample of the Agreement is attached hereto as Attachment M.
- c. Baltimore Convention Center (“BCC”) – the location of performance at 1 W Pratt St., Baltimore, MD 21201.
- d. COMAR - Code of Maryland Regulations (available at <https://dsd.maryland.gov/Pages/default.aspx>).
- e. Construction Manager (“CM”) – The construction management firm that executes an Agreement with MSA as a result of this RFP.
- f. Due Date – Date and Time when certain submissions are due. No exceptions or extensions are permissible unless defined otherwise.
- g. eMMA – eMaryland Marketplace Advantage (<https://emma.maryland.gov/>).
- h. Local Time – Time in the Eastern Time Zone as observed by the State.
- i. MBE –Minority Business Enterprise certified by the Maryland Department of Transportation (“MDOT”).

- j. MSA – Maryland Stadium Authority (<https://mdstad.com/>).
- k. MSA Business Hours – 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays and official State closures.
- l. MSA Procurement Policies – MSA Procurement Policies and Procedures (available at <https://mdstad.com/doing-business/contract-opportunities>).
- m. Notice to Proceed (“NTP”) – A formal notification issued by the Procurement Officer that directs the successful Offeror to perform work and establishes the date on which the work is to commence on the Project.
- n. Offeror - An individual or entity, regardless of legal status or organization, which submits a Proposal in response to this RFP. The Offeror is the individual or entity that will be executing the Agreement with MSA.
- o. 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.
- p. Project – The Baltimore Convention Center Capital Improvements.
- q. Project Manager (“PM”) – The MSA representative that is primarily responsible for monitoring the daily activities associated with, and providing technical guidance for, the Project. The Project Manager is the point of contact, post-award, by whom work will be assigned and to whom invoices will be submitted. MSA may change the PM at any time by written notice to the CM.
- r. Project Team – The Maryland Stadium Authority, Baltimore Convention Center, Baltimore City, and any firm, entity or government agency MSA may engage on the Project.
- s. Proposal - The submission provided by Offerors in response to this RFP, including but not limited to the Technical Proposal, the Financial Proposal and potentially a Best and Final Offer (“BAFO”), materials shared during Oral Presentations, and any clarifications, or other information requested by MSA.
- t. RFP - This Request for Proposals.
- u. Selection Committee- The persons responsible for evaluating the Proposals and oral presentations, and recommending to the Procurement Officer which Offeror to select as the CM.
- v. State - The State of Maryland.

### **1.3 Agreement Type**

The Agreement that results from this RFP will include a fixed fee for preconstruction and management services with a project allowance to be used by MSA at its sole discretion. If the Project or parts thereof move into the construction phase, MSA will issue an Agreement Modification for the

construction of the Project. The value of the Agreement shall not be exceeded without the required modifications to the Agreement, and prior approval by MSA.

**1.4 Agreement Duration**

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

**1.5 Procurement Officer**

The sole point-of-contact for purposes of this RFP is the Procurement Officer listed in the Key Information Summary Sheet.

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

**1.6 Pre-Proposal Conference and Site Visit**

a. Pre-Proposal Conference

A virtual pre-proposal conference (“Conference”) will be held on the date and time indicated on the Key Information Summary Sheet.

Please click on the registration link stated on the Key Information Summary Sheet for details regarding the Conference and to RSVP to the event.

b. Site-Visit

A Site Visit will take place on the date and time indicated on the Key Information Summary Sheet. Please click on the registration link stated on the Key Information Summary Sheet for details regarding the Site-Visit and to RSVP to the event.

**1.7 The Project Manager**

The Project Manager is:

Brent Miller  
Maryland Stadium Authority  
351 West Camden Street, Suite 300  
Baltimore, Maryland 21201

Prior to Project award, MSA may change the Project Manager at any time and will provide written notice to the Offerors. After Project award, MSA may change the Project Manager at any time by written notice to the CM.

**1.8 e-Maryland Marketplace Advantage**

In order to receive a Project award, a vendor must be registered on eMMA. Registration is free. You can register at: <https://emma.maryland.gov> and click on “New Vendor? Register Now” to begin the process and follow the prompts.

## **1.9 Questions**

Questions regarding this RFP shall be submitted electronically, in Word or PDF format, via the submission link no later than the date and indicated on the Key Information Summary Sheet.

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 provided via addendum.

## **1.10 Technical and Financial Proposals - Due Date and Time**

To be considered, Proposals shall be uploaded to their respective submission links no later than on the date and time indicated on the Key Information Summary Sheet. Requests for an extension of this date and/or time will not be granted. Offerors should allow sufficient electronic transmission time to ensure timely receipt of their proposals. Proposals received by MSA after the Proposal Due Date are not eligible for being selected for award and will be rejected. Proposals will not be reviewed publicly.

Proposals not submitted in the manner indicated in this section and the Key Information Summary Sheet will be considered not responsive to this RFP and will be rejected.

## **1.11 Oral Presentations**

Short-listed Offerors may be required to make virtual oral presentations to the Selection Committee. Significant representations made by an Offeror during their oral presentation must be confirmed in writing. All such representations will become part of the Offeror's Proposal and are binding if an Agreement is awarded as a result of this RFP.

Typically, oral presentations will follow a specified format and generally be limited to 60 minutes [45 minutes for the presentation and 15 minutes for questions]. The Procurement Officer will notify the short-listed Offerors with details and instructions prior to the presentation. The presentation must consist of, but not be limited to, a discussion of the Offeror's specific approach to the project and understanding of the scope of work.

Oral Presentations are to be held **May 23, and May 24, 2024**. The registration details and a link will be shared with short-listed Offerors. In your technical Proposal, please state your availability.

## **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 Affidavits**

#### **a. 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.

#### **b. Corporate Diversity Affidavit (I) and (II)**

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

#### **c. Contract Affidavit**

All Offerors are advised that if an Agreement 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 N** of this RFP. This Affidavit must be provided within five business days after notification of proposed Agreement award. For purposes of completing Section “B” of the affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

### **1.14 Procurement Method**

The Agreement 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 (<https://mdstad.com/doing-business/contract-opportunities>) or may be obtained by contacting the Procurement Officer.

### **1.15 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 Agreement if selected for award.

### **1.16 Revisions to the RFP**

If it becomes necessary to revise this RFP before the closing date for proposals, an addendum/addenda will be posted on eMMA and MSA’s website. Addenda issued after the closing date for proposals will be sent only to those Offerors who submitted a responsive and timely proposal, or, if applicable, Offerors that were short-listed to participate in the next phase of the procurement process. Acknowledgment of the receipt of all addenda to this RFP issued before the proposal closing date must accompany the Offeror’s Proposal as identified in Section 4. Acknowledgement of receipt of addenda to the RFP issued after the proposal closing date shall be in the



manner specified in the addendum notice. Failure to acknowledge receipt of addenda does not relieve the Offeror from complying with all terms of any such document.

**1.17 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. This may be followed by submission of Offeror-revised Proposals and best and final offers (hereinafter “BAFO”). MSA also reserves the right, in its sole discretion, to award an Agreement based upon written proposals received, without prior discussions or negotiations.

**1.18 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 Agreement 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:
- b. Falsify, conceal, or suppress a material fact by any scheme or device;
- c. Make a false or fraudulent statement or representation of a material fact; or
- d. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- e. A person may not aid or conspire with another person to commit an act under subsection of this section.
- f. 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.

**1.19 Minority Business Enterprise**

Minority Business Enterprises are encouraged to respond to this solicitation.

- a. An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total contract dollar value, including all renewal option terms, if any. MBE goals for the construction phase will be determined prior to the bidding phase. All subcontractors named by the Offeror as part of their MBE Schedule must be certified with the Maryland Department of Transportation (MDOT).

- b. Notwithstanding any subgoals established for this RFP, 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.
- c. By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.
- d. An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 1.20 must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in **Attachment D-1B**, Waiver Guidance.
- e. If the Offeror fails to properly complete, sign, and submit **Attachment D-1A** at the time it submits its technical Proposal, the Procurement Officer may determine that the Proposal is not reasonably susceptible of being selected for award.
- f. Attachments
  - 1. Minority Business Enterprise instructions and forms are provided in **Attachment D** to assist Offerors.
  - 2. The Offeror shall include with its technical Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:
    - i. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
    - ii. The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals, each MBE subcontractor's MDOT certification number and the North American Industry Classification System ("NAICS") code and product and service description of the work to be performed.

- iii. An Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.
- iv. If the Offeror fails to submit a completed **Attachment D-1A** with the technical Proposal, as required, the Procurement Officer may determine that the Proposal is not reasonably susceptible of being selected for award.
- g. Offerors are responsible for verifying that each MBE (including any MBE primes and MBE primes participating in a joint venture) selected to meet the goal and any sub-goals, and subsequently identified in **Attachment D-1A**, is appropriately certified by the Maryland Department of Transportation and has the correct NAICS codes allowing it to perform the committed work.
- h. Within ten (10) business days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer:
  - 1. Outreach Efforts Compliance Statement (**Attachment D-2**);
  - 2. MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**);
  - 3. A copy of each sub-contract agreement, between the apparent awardee and any proposed MBE sub-contractor that the parties intend to enter into contingent upon the MSA's award of the prime contract. The sub-contract agreement must contain all necessary terms, including pricing, required for the MBE to perform its proposed work and for the apparent awardee to pay the MBE for its work during the term of the agreement; and
  - 4. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable sub-goals.
  - 5. Further, if the selected Offeror believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11. If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for award. If the Project has already been awarded, the award is voidable.

- i. A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are 410-865-1269, 1-800-544-6056, or TTY 410-865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.
- j. An Offeror that requests a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) business days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- k. All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Agreement and are hereby expressly incorporated into the Agreement by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see **Attachment M**).
- l. The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent contract.

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

MSA will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, making an oral presentation, providing a demonstration, or 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.

#### **1.21 Protests/Disputes**

Any protest or dispute related to this RFP or a resulting award will be subject to Section 10 of MSA's Procurement Policies and Procedures and the relevant provisions of the Agreement. MSA's Procurement Policies are available for review on MSA's website at [www.mdstad.com](http://www.mdstad.com) or may be obtained by contacting the Procurement Officer.

#### **1.22 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.

### **1.23 Offeror Responsibilities**

The CM shall be responsible for all products and services required by this RFP. Subcontractors must be identified, and a complete description of their roles relative to the Proposal must be included in the Proposal. The CM retains responsibility for all work to be performed by, and any deliverable submitted by, a subcontractor. 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.

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

- a. If the CM 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 to use such item.
- b. The CM will defend or settle, at its own expense, any claim or suit against MSA alleging that any such item furnished by the CM infringes any patent, trademark, copyright, or trade secret. If a third-party claim that a product infringes that party's patent, trademark, copyright or trade secret, the CM will defend MSA against that claim at the CM's expense and will pay all damages, costs, and attorney's fees that a court finally awards, provided MSA: (i) promptly notifies CM in writing of the claim; and (ii) allows the CM to control and cooperates with the CM 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 CM become, or in the CM's opinion are likely to become, the subject of a claim of infringement, the CM will, at its option and expense: (i) procure for MSA 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.

### **1.25 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 an Agreement succeeding the first fiscal period, the Agreement 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 CM and MSA under any termination clause in the Agreement. The effect of termination of the Agreement hereunder will be to discharge the CM and MSA from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The CM shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Agreement. MSA shall notify the CM as soon as it has knowledge that funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first.

#### **1.26 Financial Disclosure**

The CM 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.

#### **1.27 Non-Exclusive Use**

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

#### **1.28 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.

#### **1.29 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.

#### **1.30 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 an Agreement resulting from this RFP (including without limitation any information or data stored within the CM'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 Agreement, 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 Agreement; (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.

### **1.31 Loss of Data**

In the event of loss of any MSA data or records where such loss is due to the intentional act or omission or negligence of the CM or any of its subcontractors or agents, the CM shall be responsible for recreating such lost data in the manner and on the schedule set by the Project Manager. The CM shall ensure that all data is backed up and recoverable by the CM.

### **1.32 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 Agreement, and while serving as an official or employee of the State, become or be an employee of the CM or any entity that is a subcontractor on said Agreement.

### **1.33 Nondiscrimination in Employment**

The CM 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 subcontractor to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

### **1.34 Contingent Fee Prohibition**

The CM 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 CM, to solicit or secure an Agreement, 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 an Agreement.

### **1.35 Political Contribution Disclosure**

The CM 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.

### **1.36 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 and maintain or achieve Good Standing prior to the Proposal Due Date. An Offeror's failure to complete registration or to be in Good Standing with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Agreement award.

### **1.37 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 selected prime Offeror, its first-tier consultants, and all MBE participation subcontractors 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 Agreement award.



### **1.38 Bonding**

The CM shall have bonding capacity (i.e., performance, and labor and material payment) no less than \$25 million. The Offerors are required to submit, at the time of submitting a response to this RFP, a letter from a surety identifying the CM's free bonding capacity. A Sample Performance Bond Form is included as Attachment K, and a Sample Payment Bond Form is included as Attachment L.

### **1.39 Maryland Law**

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

### **1.40 Acceptance of Terms and Conditions**

By submitting a Proposal, the Offeror accepts all of the terms and conditions set forth in this RFP including all attachments.

### **1.41 Procurement Regulations**

The RFP and any Agreements entered into as a result hereof is not subject to the provisions of Division II of the State Finance and Procurement Article of the Maryland Annotated Code (the "Procurement Article") except as set forth in MSA's procurement policies available online at [www.mdstad.com](http://www.mdstad.com).

### **1.42 Multiple Proposals**

MSA will not accept multiple or alternate proposals from a single Offeror.

## SECTION 2

### OFFEROR MINIMUM QUALIFICATIONS

At a minimum, the Offeror shall meet the following qualifications to be considered for award:

- a. Has been in business for at least five years;
- b. Is licensed to operate in the State of Maryland;
- c. Has experience completing projects of similar size, scope and complexity;
- d. Has experience completing projects under the Construction Manager at Risk, or similar, delivery method;
- e. Has experience providing the following services during both preconstruction and construction phases: quality assurance/quality control, estimating and budget control, CPM scheduling, value engineering, and evaluation and implementation of innovative construction techniques;
- f. Has experience completing highly complex construction projects that require working in locations that pose logistical challenges, occupied building environments, and the hosting of large gatherings/public events during construction operations;
- g. Has ability to meet the bonding and insurance requirements set forth in **Section 3.6** and **3.7** of the RFP.

**NOTE:** An Offeror meeting these requirements does not guarantee that the Offeror will be deemed responsible or have its technical Proposal deemed acceptable.

## **SECTION 3**

### **PURPOSE AND SCOPE OF WORK**

#### **3.1 Purpose**

The MSA is issuing this RFP to enter into an Agreement with a qualified Construction Management firm to provide capital improvements planning and execution for the Baltimore Convention Center.

#### **3.2 Overview**

The CM will provide construction management services for the Project as outlined in this RFP and its attachments. The CM shall also be active and vested participant in the overall planning and design of the Project. Planning and cost estimating are required services under this RFP and are anticipated to begin immediately after the receipt of the Notice-to-Proceed.

#### **3.3 Scope of Work**

The scope of services includes, but is not limited to, the following:

##### **a. Project Evaluation**

The CM shall coordinate with the Project Team to provide evaluation of the Capital Priorities List (**Attachment C**).

##### **b. Meetings**

Key personnel shall participate in progress meetings which will occur every other week. The purpose of these meetings is to discuss and review design, constructability, schedule and the overall status of the execution of the project.

##### **c. Cost Estimating and Budgeting**

CM shall develop project cost estimates and budgets for each project in the Capital Improvement Priorities List (**Attachment C**). Cost estimates will be used to determine work item viability and if it will be pursued.

##### **d. Scheduling**

The CM will develop and maintain the CPM Schedule in accordance with Exhibit D of the Capital Improvements Agreement (**Attachment M**).

##### **e. Project Phasing and Site Logistics Plan**

The CM shall establish the Phasing and Site Logistics plan for execution of the Project. The CM shall prepare and discuss site logistic plans.

**f. Constructability**

The CM shall be actively engaged with the Project Team during the design and planning of the Project to provide guidance and leadership on the constructability of the Project for the purpose of identifying errors and deficiencies, omissions, coordination, and interdisciplinary design conflicts in the design for the purpose of improving the design, minimizing RFIs, achieving the most cost effective construction, eliminating added costs and negative effects on the quality of construction. CM is responsible for providing continuous constructability review with comments provided at each progress meeting.

**g. Bid Packaging and Bidding**

1. The CM shall coordinate and assign the work, or any Owner purchased material to the trade contractor capable of performing the Work in the most economical and efficient way. The CM shall arrange and package scopes of work in a manner that will ensure fulfillment of the Project's procurement goals and requirements. Packaging multiple items of work as part of a "General Trades" package is not acceptable.
2. The CM shall take all measures necessary to maximize the participation and competition of trade contractors/vendors/suppliers in the pre-qualification and bidding process and to maximize MBE participation. The CM shall advertise the opportunity to participate in the Project to a broad spectrum of potential sources including but not limited to its own network, local newspaper(s) of record, trade associations, local chambers of commerce and other outlets expected to promote interest in competing for the trade packages.
3. MSA will post public notice on the MSA website (<http://www.mdstad.com/current-contract-opportunities>) and the eMMA website informing prospective trade contractors of the opportunity available and directing interested parties to contact the CM for specific information. Such trade contract bidding will be directly between the CM and the trade contractor and despite public posting it shall not constitute procurement by the MSA.
4. The CM shall conduct a pre-qualification process for all prospective trade contractors prior to solicitation of bids for trade packages and/or materials for the proposals to ensure that all bidders/proposers have the necessary expertise required for the Project. Pre-qualification procedures, including any forms to be used for this purpose, are to be submitted to the MSA for review and approval, at least ten (10) calendar days in advance of any solicitation of trade contractors for this purpose.

5. The CM shall receive a minimum of three (3) competitive bids for all trade packages/materials/equipment. Should three (3) competitive bids not be received on each package, the CM will be asked to provide all documentation showing sufficient efforts were made to obtain the minimum number of bids on each bid package. If MSA determines the level of effort to be insufficient, CM will be required to re-bid select packages to obtain a competitive number of bids. In the event that some or all packages are re-bid, the CM shall mitigate any time or monetary impacts so that the overall project budget and schedule are not affected.
6. The CM shall receive bids at a single location to facilitate attendance and oversight of the process by the MSA. In the event that the CM elects to receive electronic bids, the process and system for doing so must be submitted to MSA for review and approval. MSA intends to be involved in the bidding process, which includes, but is not limited to, being present when the bids are opened, participating in scope review sessions with the bidders, etc.
7. The CM may reject some or all bids and repeat the bidding for the trade work or re-package the trade work activity with the MSA's approval. The MSA may reject any trade contractor recommended by the CM, upon which the CM shall recommend an acceptable substitute.
8. In the event that the CM's Proposal includes any recommendation for award to other than the lowest bidder on any trade contract, the CM must provide a written explanation for any such recommendation for review and approval by MSA.

**h. Allowances and Holds**

The inclusion of allowances and holds is subject to the provisions of the Agreement. The use of an allowance or hold shall be limited to items authorized or requested by the MSA, and the MSA expects the number of allowances/holds to be minimal.

1. Allowances/holds are not allowed within the trade contracts or the trade contractor bids.
2. Allowance/hold items are inclusive of bonds, insurances, fee, etc. The amount for allowance/hold items shall be clearly identified and tabulated in the proposal in accordance with the format outlined in the CM Allowances in the Financial Proposal included in **Attachment I**.

**i. Bid Package Submission**

1. Each Bid Package Submission shall be accompanied by all applicable documentation including, but not limited to, the MBE Forms (Attachment D), Bid/Proposal Affidavit (Attachment A), and Conflict of Interest Affidavit (Attachment B).
2. The proposal submissions will be reviewed by the Project Team for reasonableness and compatibility with the estimated costs. Meetings and negotiations between the Project Team may be held to resolve

questions and differences that may occur between the estimated costs and schedule.

3. Upon approval of the proposal by the MSA Board of Directors and Board of Public Works, the MSA will authorize the CM to use work item allowance for the work.
4. MSA has the right to reject any Proposal as originally submitted or adjusted. In this case, the Agreement will terminate according to its terms.

### **3.4 Contractor's Use of Premises**

The Contractor shall confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. The Contractor shall conform to site rules and regulations affecting work while engaged in contract work.

### **3.5 Safety**

The Contractor shall take all necessary precautions for the safety of employees on the work crew to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed as well as necessary precautions for the safety of the public and surrounding community. All work shall be done in accordance with all applicable laws and codes.

### **3.6 Insurance Requirements**

Upon Contract award, the insurance requirements are as follows:

#### **a. Commercial General Liability Insurance**

The Contractor shall obtain and maintain, from Contract execution and through the duration of the Contract term, insurance coverage for general liability claims (including, but not limited to, claims for bodily injury and property damage, including loss of use) arising from the operations of the Contractor, subcontractors, and suppliers that satisfies the following requirements:

1. Commercial General Liability ("CGL") insurance to be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent.
2. Minimum coverage limits of: \$1,000,000 as a per occurrence limit;
  - a. \$2,000,000 as a general aggregate limit (applied separately to claims arising from the Contractor's performance under the Contract); and
  - b. \$2,000,000 as a products/completed operations limit.

3. MSA, the State of Maryland, and the City of Baltimore shall be added as Additional Insured's by additional insured endorsements ISO CG-20-10 and CG-20-37 or their equivalents. As Additional Insureds, MSA, the State of Maryland, and the City of Baltimore shall have coverage for liability arising out of the Contractor's ongoing and completed operations performed for MSA, the State of Maryland, or the City of Baltimore.
4. The CGL insurance policy shall include waivers of subrogation in favor of MSA, the State of Maryland, and the City of Baltimore.
5. The CGL insurance policy shall be primary and noncontributory with respect to the coverage afforded to MSA and the City of Baltimore.
6. The CGL insurance policy shall not contain any exclusion for: X, C and/or U hazards; third party actions over claims; or punitive damages.
7. The CGL insurance policy shall include Blanket Written Contractual Liability covering all contractual liabilities and indemnities assumed by the Contractor pursuant to the Contract.
8. The CGL insurance policy shall also include the following extensions:
  - a. The general aggregate limit shall apply separately to the Contract;
  - b. Premises/Operations;
  - c. Actions of Independent Contractors, subcontractors and subcontractors;
  - d. Products/Completed Operations to be maintained for at least two (2) years after the expiration or termination of the Contract;
  - e. Personal injury liability including coverage for offenses related to employment and for offenses assumed under the Contract (including deletion of any standard employment and/or contractual exclusions if contained in the personal injury coverage section); and
  - f. If a Project encroaches within fifty (50) feet of the centerline of a railroad, the CGL insurance policy shall include ISO Endorsement CG- 24-17 or its equivalent prior to the Contractor beginning any work on such Project.

**b. Automobile Liability**

The Contractor shall obtain and maintain, from and after the date of the Contract, insurance coverage for third party legal liability claims arising from bodily injury and/or damage to property of others resulting from the ownership, maintenance, or use of any motor vehicle (whether owned, hired, or not owned), both on-site and off-site. Such Business Automobile

Liability (“BAL”) insurance shall also include coverage against uninsured motorists and automobile contractual liability. The BAL insurance shall satisfy the following requirements:

1. Minimum \$1,000,000 combined single limit on coverage.
2. The BAL insurance policy shall include waivers of subrogation in favor of MSA, the State of Maryland, and the City of Baltimore.
3. The BAL insurance policy shall name MSA, the State of Maryland, and the City of Baltimore as Additional Insureds.
4. If a Project encroaches within fifty (50) feet of the centerline of a railroad, the BAL insurance policy shall include ISO Endorsement CA-20-70 or its equivalent prior to the Contractor beginning any work on such Project.

**c. Workers Compensation and Employers Liability**

The Contractor shall obtain and maintain, from and after the date of the Contract, insurance coverage for claims arising from Workers Compensation statutes and from Employer’s Liability or other third-party legal liability claims arising from bodily injury, disease, or death of the Contractor’s employees. Such insurance shall satisfy the following requirements:

1. The Contractor shall provide Workers Compensation coverage for all employees and require that its subcontractors provide Workers Compensation coverage for all their employees in accordance with the statutory requirements of the jurisdiction in which the work is being performed.
2. The policy shall provide for both Workers Compensation coverage (“Part A”) and Employers Liability coverage (“Part B”).
3. The minimum limits of coverage for Part A (Workers Compensation) shall be in accordance with the statutory requirements of the jurisdiction in which the work is being performed. The minimum limits of coverage for Part B (Employers Liability) shall be \$1,000,000 for each accident, \$1,000,000 for each employee, and a \$1,000,000 aggregate policy limit for disease.
4. Part B (Employers Liability) of such insurance policy shall include waivers of subrogation in favor of MSA, the State of Maryland, and the City of Baltimore. These parties shall also be named as Additional Insureds with respect to Part B (Employers Liability).

**d. Excess Liability/Umbrella Liability**

The Contractor shall obtain and maintain, from and after the date of the Contract, insurance coverage for third party legal liability claims against the Contractor that exceed the per occurrence or general aggregate limits of the CGL insurance policy, the BAL insurance policy, and Part B (Employer’s Liability) of the Workers’ Compensation and Employer’s Liability insurance policy. Such excess/umbrella insurance shall satisfy the



following requirements:

1. Unless otherwise specified by the Procurement Officer, the required minimum coverage limits for such insurance is \$1,000,000 per occurrence.
2. MSA, the State of Maryland, and the City of Baltimore shall be named as Additional Insureds with respect to such excess/umbrella liability insurance.
3. The excess/umbrella liability insurance policy shall include waivers of subrogation in favor of MSA, the State of Maryland, and the City of Baltimore.
4. The excess/umbrella liability insurance shall be primary and noncontributory with respect to the coverage afforded to MSA, the State of Maryland, and the City of Baltimore.

**e. Additional insurance requirements**

1. The amount of insurance coverage specified herein shall be the minimum amount of insurance available to satisfy claims. The Contractor shall purchase and maintain such insurance with a minimum of the limits of liability as specified herein, as otherwise specified by the Procurement Officer with respect to a particular Project, or as required by law, whichever is greatest.
2. A policy is not acceptable if it allows the costs associated with investigating, managing, or defending against any claim or any other costs incurred by the insured or the insurer to be deducted from the policy limits.
3. Required insurance shall be purchased from and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Insurance companies providing coverage as required herein shall have an AM Best rating of A-VII or better. All policies must be on a primary basis. All policies, except Professional Liability and Workers' Compensation, shall name MSA, the State of Maryland, and the City of Baltimore as "Additional Insured."
4. Contractor shall be responsible for the maintenance of this insurance regardless of whether the work is performed directly by Contractor, by any subcontractor, by any person employed by the Contractor or any subcontractor, or by anyone for whose acts the Contractor may be liable.
5. The Contractor agrees, for itself and for its insurers, that neither Contractor nor its insurers may raise or use in the adjustment of claims or in the defense of suits against MSA, the State of Maryland, and the City of Baltimore, any immunity from or limitation of liability for torts (including under the Maryland Tort Claims Act and/or the Maryland Local Government Tort Claims Act) unless requested by MSA.
6. MSA prefers that all liability insurance policies (whether for

professional liability, commercial general liability, business automobile liability, excess and/or umbrella liability, employer liability, or otherwise) be written on an “occurrence basis.” However, if any liability insurance policy is on a “claims made” basis, the insurance must be maintained for a period of no less than ten (10) years after the end of the term of the Contract and the retroactive date must be listed as prior to or on the date on which the Contract is executed. If the policy is scheduled to be cancelled, not renewed, or not replaced prior to the expiration of such ten (10) year period, then prior to such cancellation, nonrenewal, or non-replacement, the Contractor must purchase an Extended Reporting Coverage (Tail) to cover the exposures past the cancellation, termination, or expiration date, as applicable.

### **3.7 Payment and Performance Bond**

Contractor shall meet the bonding and insurance requirements set forth in Section 1.38 of this RFP.

### **3.8 Invoicing**

The Contractor shall submit monthly invoices after completion of the work.

## SECTION 4

### PROPOSAL SUBMISSION AND REQUIREMENTS

#### 4.1 Solicitation Process

The solicitation will follow a multi-step process to select the successful Offeror. After the Proposal Due Date, technical proposals will be reviewed, and those deemed responsible and reasonably susceptible of being selected for award will be reviewed by the Selection Committee.

Offerors must respond to all requirements of the RFP.

##### **a. Step 1 – Submission of Technical and Financial Proposal**

Offerors will submit Proposals in two separate volumes:

- a. Volume I – Technical Proposal; and
- b. Volume II – Financial Proposal.

Offerors shall refer to the Key Information Summary Sheet of this RFP for submission links and Proposal Due Date details.

Volume II, Financial Proposal, shall be password protected, per the requirements in Section 4.4 of this RFP.

##### **b. Step 2 – Review of Technical Proposals**

The Selection Committee will review technical Proposals and rank the Proposals according to technical merit. Based on their achieved technical rankings, selected Offerors will be “short-listed” to participate in the oral presentation phase of the procurement.

##### **c. Step 3 – Oral Presentation**

Short-listed Offerors will be asked to attend a virtual oral presentation.

Offerors that are not short-listed will be notified that they are not reasonably susceptible of being selected for award.

##### **d. Step 4 – Review of Financial Proposals**

After Oral Presentations, and based on achieved rankings, the Selection Committee will short-list firms to participate in the Financial Proposal phase of the procurement.

The Procurement Officer will request short-listed firms to provide the password to their Financial Proposal. Failure from the Offeror to provide the password within one (1) business day upon request by the Procurement Officer will deem the Offeror’s Proposal not reasonably susceptible of being selected for award.

Offerors that are not short-listed will be notified that they are not reasonably susceptible of being selected for award.

##### **e. Step 5 – Recommendation for Award**

The Offeror deemed to provide the most advantageous proposal (Technical and Financial) to the Project by the Selection Committee will be

recommended for award.

#### **4.2 Instruction for Submission of Proposals – General Requirements**

Offerors shall submit proposals labeled “**Baltimore Convention Center Capital Improvements - Request for Proposals – Construction Management Services**” and labeled either “**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.”

Proposals shall be uploaded electronically to the link provided in the Key Information Summary Sheet.

**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 legibly printed in 8 ½” x 11” format.**

#### **4.3 Volume I - Technical Proposal**

This section provides specific instructions for submission of the Offeror’s Technical Proposal. The technical Proposal shall follow the format provided below.

##### **a. Transmittal Letter**

A transmittal letter must accompany 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 for two (2) people (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 acknowledge the receipt of any amendments or addenda associated with this RFP and include the Offeror’s tax identification number. The Executive Summary shall not exceed two (2) pages. Offerors shall also identify any joint ventures at the time of submission, if any, and the roles these relationships will have in the performance of a Contract. Upon MSA’s request, Offerors shall make available within 24 hours the joint venture scope of work documents and/or agreement.

The Offeror shall identify any exceptions it has taken to the requirements of this RFP or any modification(s) it proposes to make to Capital Improvements Agreement attached hereto as Attachment M.

**Note:** A general statement that exceptions will be discussed at a later date is not acceptable. Offeror must provide specific information regarding any requested changes to these contracts. If no exceptions are taken, the Offeror shall so state.

**Warning:** Exceptions to terms and conditions may result in having the proposal deemed unacceptable or not reasonably susceptible of being selected for award.

**d. Required Submissions – Tab 1**

Offerors must submit the following items in the technical Proposal:

1. A completed Bid/Proposal Affidavit (**Attachment A**). The form must be completed by the Offeror and all joint venture partners (if applicable);
2. A completed Conflict of Interest Information/Affidavit and Disclosure (**Attachment B**). The form must be completed by the Offeror and all joint venture partners (if applicable);
3. A completed MBE **Attachment D-1A**;
4. A copy of the Offeror's and of all its proposed sub-contractors license to operate in the State of Maryland;
5. A completed Performance Bond Form (**Attachment K**);
6. A completed Labor and Material Payment Bond Form (**Attachment L**);
7. A completed Corporate Diversity Affidavit (**Attachment R**); and
8. A completed Prime Contractor List of all Sub-Contractors (**Attachment P**).

**e. Experience and Qualifications – Tab 2**

1. Corporate Qualifications
  - a. Corporate Profile and References: Provide a completed Corporate Profile Form included in **Attachment E**, including three references. The form must be completed by the Offeror and all joint venture partners, if applicable.
  - b. Insurance: Provide proof of insurance certifying the Offeror's ability to comply with the insurance requirements contained in **Section 3.6** of this RFP.
  - c. Bonding: Provide a letter from the Offeror's bonding company certifying the Offeror's ability to comply with the bonding requirements contained in **Section 1.39** and **Section 3.7** of this RFP.
2. Corporate Experience

- a. Submit information on three (3) relevant projects, valued at approximately \$15 million or greater, that have achieved Substantial Completion within the past (10) years, and which demonstrate the Offeror's experience and any of its proposed sub-consultants. If applicable, Offerors should highlight experience with equine, racing, backstretch, and clubhouse facilities.
  - b. The project examples shall include the following information:
    - i. Identification of project, role of Offeror (preconstruction, construction, etc.), project location, project gross square footage, project type, and building type.
    - ii. Method of delivery such as: D/B with GMP, D/B, CM at Risk, GC, CM Agency.
    - iii. Original project construction cost at time of award, final project cost and percentage change, explain variance.
    - iv. Original completion date at time of award and actual completion date, explain variances.
    - v. Similarities of the reference project to this Project. If performed within an occupied environment, detail the level of occupancy/ major events hosted during construction operations and any measures taken to accommodate ongoing operations during the construction process.
    - vi. Project owner's name, email address, and telephone number.
    - vii. Identification of the Project Executive, Project Manager, Project Superintendent, and Project Scheduler for the Project.
    - viii. Identification of any of the proposed Key Personnel who were involved in the project including their role and responsibilities.
    - ix. Project color photographs.
    - x. Summary of the projects must be submitted in the Project Experience Form, included in this RFP as Attachment F.
3. Key Personnel Experience and Past Performance
- a. Provide an Organizational Chart identifying the Key Personnel that will be assigned to the Project. At a minimum, the Key Personnel shall include the positions listed in subsection (f) herein.

- b. Clearly identify the individual(s) that will attend design meetings and serve as the day-to-day contact for the Project Team.
- c. Provide a brief narrative outlining the anticipated roles and responsibilities of the Key Personnel during preconstruction and construction.
- d. Provide a detailed, but concise, resume for the Key Personnel proposed to be assigned to the preconstruction and construction phases. Include all information required regarding Key Personnel with each individual's resume. Information included elsewhere in the Proposal may not be considered in the evaluation of the Key Personnel. Resumes shall include the following information:
  - i. Educational background, including degree (s) received;
  - ii. Work experience with current employer, including duration of employment, with dates, and position(s) held;
  - iii. Work experience with prior employers if relevant with dates;
  - iv. Project experience, preferably on one or more of the projects submitted in response to the Corporate Experience section herein, with emphasis on projects similar in size and nature to this Project. Include:
    - 1. project design start and completion dates (month and year), and construction start and Substantial Completion dates (month and year) for each project;
    - 2. the individual's specific role in both preconstruction/design and the construction phases of each project listed in the resume; and
    - 3. the exact period the individual performed the specific role in the design/preconstruction phase (month and year) and in construction phase (month and year), even if the role was performed for the entire design and/or construction phases. If the specific role was performed for a particular part or aspect of the project, provide details.
- e. Provide a Capacity Summary, **Attachment Q**, for identified Key Personnel
- f. References. Provide two references for each of the identified Key Personnel. For each reference, please include the full

name, title, contact information (email and cell), a summary of the project, and the Key Personnel's role.

4. Qualifications for Key Personnel

- a. Project Executive: Served in a similar role on three (3) projects. One of the three projects must have had an approximate construction cost of \$20 million.
- b. Project Manager: Served in a similar role on three (3) projects. One of the three projects must have had an approximate construction cost of \$20 million.
- c. Cost Estimator: Served in a similar role during the preconstruction/design phase on five (5) projects utilizing the construction management at risk or design build delivery method; three (3) of which shall be approximately \$15 million in construction cost. Explain specific experience estimating early design concepts and value engineering.
- d. Key Personnel Previous Working Relationships Matrix. Include information that identifies the experience of the key people working together on the Key Personnel Project Experience Matrix form included with **Attachment H**.

**f. Work Plan - Tab 3**

- a. Staffing Plan. Provide a Staffing Plan in the format included in **Attachment G**, for the preconstruction/design and construction phases. Based on the scope and complexity of this Project, include the estimated amount of time that each team member will dedicate to the Project. The Staffing Plan shall identify the actual hours for each individual during the preconstruction phase and the percentage of time for each individual during the construction phase.
- b. Project Plan. Provide a detailed narrative that is both technical in nature and effective in communicating the Offeror's approach to executing the requirements of the Scope of Work outlined in Section 3 of the RFP. Identify the roles, responsibilities and reporting structure for the key personnel during the execution of the work.
- c. Cooperation: Describe the Offeror's approach to working actively and collaboratively with the Project Team to help guide the design and construction of the Project. Highlight any unique skills or abilities that the Offeror can/will provide in the execution of the Project.
- d. Bidding and Proposal Preparation. Describe the Offeror's approach to conducting the bidding and Proposal development activities. At a minimum, discuss the following topics.
  1. The process for organizing and packaging the items of Work.
  2. The process for advertising and soliciting bids from trade contractors and/or suppliers.



3. The process for receiving, evaluating and comparing bids from trade contractors and/or suppliers.
4. The criteria used to recommend trade contractors and/or Suppliers for incorporation into the Proposal.

#### **4.4 Volume II - Financial Proposal**

Financial Proposals shall be submitted in the manner indicated in the Key Information Summary Sheet of the RFP and shall be password protected.

After review of the Technical Proposals, the Procurement Officer will request the password to the Financial Proposal from short-listed Offerors only. Failure from the Offeror to provide the password within one (1) business day upon request by the Procurement Officer will deem the Offeror's Proposal not reasonably susceptible of being selected for award.

The Financial Proposal shall include the Financial Proposal form (**Attachment I**). A copy of the Request for Financial Proposal is attached hereto as **Attachment I**. The Offeror shall submit the following documents with its financial proposal:

- a. Financial Proposal Form (Attachment I); and
- b. Letter for the Offeror's Surety company confirming bonding capacity as described in Section 1.38 and Section 3.7 of this RFP.

Note: MSA reserves the right to require, during proposal evaluation, 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 selection determination.

## 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.

#### 5.2 Technical Criteria

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

- a. Understanding of the Project and adequacy of the Work Plan presented to provide the proposed services.
- b. Experience and qualifications of the Offeror and its Key Personnel, with specific emphasis on key personnel with similar projects.
- c. Past Performance and References of Offeror, Key Personnel, and subconsultants.
- d. Work capacity of Offeror and Key Personnel.
- e. Overall quality of submission.
- f. Oral Presentation.

#### 5.3 Financial Criteria

Short-listed Offerors that participate in the financial Proposal phase and are deemed as meeting all of the requirements will be ranked (most advantageous to least advantageous) based on an analysis of the information provided on the financial Proposal submission.

#### 5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors 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. The Agreement will be awarded in accordance with the competitive sealed proposals process under Section 3(C) of MSA's Procurement Policies.
- b. Prior to award of an Agreement 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 work and meet the Agreement requirements 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.
- c. 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 Agreement to the responsible Offeror whose proposal is determined to be the most advantageous considering the technical and financial evaluation factors as set forth in this RFP. The award is subject to approval by the MSA Board of Directors and the Board of Public Works.

## ATTACHMENTS

All attachments can be accessed via the following Sharefile link:

<https://mdstad.sharefile.com/d-soodfd417a6ac45d4b36c60406ba6c907>

- A. BID/PROPOSAL AFFIDAVIT**
- B. CONFLICT OF INTEREST AFFIDAVIT**
- C. CAPITAL IMPROVEMENT PRIORITIES LIST**
- D. MBE INSTRUCTIONS AND FORMS**
- E. CORPORATE PROFILE**
- F. PROJECT EXPERIENCE FORM**
- G. STAFFING PLAN**
- H. KEY PERSONNEL PROJECT EXPERIENCE MATRIX**
- I. SAMPLE REQUEST FOR FINANCIAL PROPOSALS**
- J. Reserved*
- K. PERFORMANCE BOND FORM**
- L. LABOR AND MATERIAL PAYMENT BOND FORM**
- M. CAPITAL IMPROVEMENTS AGREEMENT**
- N. CONTRACT AFFIDAVIT**
- O. Reserved*
- P. PRIME CONTRACTOR LIST OF ALL SUB-  
CONTRACTORS**
- Q. CAPACITY SUMMARY SHEET**
- R. CORPORATE DIVERSITY AFFIDAVITS**
- S. MBE GOAL SETTING FACTORS**