



**MARYLAND STADIUM AUTHORITY  
REQUEST FOR PROPOSALS (RFP)  
CONSTRUCTION MANAGEMENT  
STAFFING AUGMENTATION  
MSA PROJECT NO. 20-017**

**ISSUE DATE: DECEMBER 23, 2019**

**NOTICE TO OFFERORS**

**NOTICE**

A Prospective Offeror that has received this document from the MSA's website or <https://procurement.maryland.gov>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide the Prospective Offeror's name and email address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.**

**Construction Management Staffing Augmentation  
MSA Project No. 20-017**

**VENDOR FEEDBACK FORM**

To help us improve the quality of MSA solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

**Title:                   Project Manager Staffing Augmentation  
                             MSA Project No. 20-017**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
  - ☐ Other commitments preclude our participation at this time.
  - ☐ The subject of the solicitation is not something we ordinarily provide.
  - ☐ We are inexperienced in the work/commodities required.
  - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section).
  - ☐ The scope of work is beyond our present capacity.
  - ☐ Doing business with the State is simply too complicated. (Explain in REMARKS section).
  - ☐ We cannot be competitive. (Explain in REMARKS section).
  - ☐ Time allotted for completion of the Proposal is insufficient.
  - ☐ Start-up time is insufficient.
  - ☐ Bonding/Insurance requirements are restrictive (Explain in REMARKS section).
  - ☐ Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section).
  - ☐ MBE requirements (Explain in REMARKS section).
  - ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section).
  - ☐ Payment schedule too slow.
  - ☐ Other: \_\_\_\_\_
2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

**REMARKS:**

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Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

## MARYLAND STADIUM AUTHORITY KEY INFORMATION SUMMARY SHEET

<b>Request for Proposals</b>	Construction Management Staffing Augmentation
<b>Solicitation Number:</b>	MSA Project No. 20-017
<b>RFP Issue Date:</b>	December 23, 2019
<b>RFP Issuing Office:</b>	Maryland Stadium Authority
<b>Procurement Officer:</b>     <b>e-mail:</b> <b>Office Phone:</b>	Sandra Fox Maryland Stadium Authority 333 West Camden Street, Suite 500 Baltimore, Maryland 21201  sfox@mdstad.com 410-223-4130
<b>Proposals are to be sent to electronically through:</b>	MSA's Third Party eProcurement System (Negometrix) See Attachment J for Instructions.
<b>Pre-Proposal Conference:</b>	January 16, 2020 at 10:00 a.m.
<b>Questions Due Date and Time</b>	No hard deadline, but as soon as possible to allow time to respond
<b>Proposal Due (Closing) Date and Time:</b>	January 30, 2020 by 2:00 p.m. Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>page ii</b> ).
<b>MBE Subcontracting Goal:</b>	None
<b>Contract Duration:</b>	Three Years with Two Renewal Options of One Year Each
<b>Primary Place of Performance:</b>	Maryland Stadium Authority Project Locations.
<b>Type of Contract</b>	Time Spent Contract

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# **1 Background**

## **1.1 Intent and Objective**

The Maryland Stadium Authority (MSA), through this solicitation, is seeking to enter into a contract with one or more qualified Offeror(s) to provide construction management (CM) staff augmentation support on an as needed basis. The objective of this solicitation is to enable MSA to procure professional consultants in a timely and economical manner. Through awards that may result from this RFP, MSA will have a flexible means of obtaining resources quickly, efficiently and cost effectively by issuing task orders to meet specific fluctuating staffing needs.

As part of this solicitation, MSA seeks resumes for the positions identified below. Upon award of any contracts that result from this solicitation, MSA may select one or more of the proposed personnel to assigned MSA project(s) at the rates proposed by the successful vendor for the proposed category. The required positions are as follows:

- a) Project Manager;
- b) Assistant Project Manager; and
- c) Superintendent.

Project assignments may take place at the Camden Yards Sports Complex (CYSC) in Baltimore, MD or at other locations throughout the State of Maryland as needed by MSA. Travel time will not be reimbursed within a fifty (50) mile radius of the CYSC. Outside of that range, travel reimbursements may be reimbursed as approved in advance and in accordance with State of Maryland travel reimbursement policies.

## **2 Construction Management Staffing Augmentation: Scope of Services**

### **2.1 Staffing Requirements**

#### **2.1.1 Position Descriptions**

##### **A. Project Manager**

A Project Manager is responsible for the overall, coordination, implementation, execution, control and completion of capital construction projects and programs ensuring consistency with agency strategy, commitments and goals. Plans, executes, and finalizes projects according to strict deadlines and within budget, which includes acquiring resources, supervising and coordinating the efforts of team members, and overseeing quality control throughout project completion.

The Project Manager should have a combination of education and experience equivalent seven (7) years in construction project management of which four (4) years should be experience in supervising/managing major capital projects.

##### **B. Assistant Project Manager**

An Assistant Project Manager is responsible for assisting in the coordination, implementation, execution, control and completion of projects ensuring consistency with agency strategy, commitments and goals. Aids in the planning, execution, and finalization of projects according to strict deadlines and within budget, which includes acquiring resources and assessing quality control throughout project completion.

The Assistant Project Manager should have a combination of education and experience equivalent to five (5) years of performing administrative functions in a construction project management environment.

##### **C. Superintendent**

A Superintendent is responsible for the oversight of onsite operations as an agent of MSA ensuring consistency with agency strategy, commitments, and goals. Aids in the assessment of the project schedule, execution, and quality control throughout project completion.

The Superintendent should have experience equivalent to ten (10) experience in overseeing major capital projects.

### **2.2 Task Order Process**

MSA will issue a task order proposal request with a general description of its project needs and/or labor category that is required. The CM shall respond with the resume(s) for available staff that meet the experience requirements for the position(s). MSA shall select such individual(s) that it deems, in its discretion, to be best suited to meet the needs of the project based upon cost, experience, availability or any combination thereof. MSA reserves the right to interview each proposed resource and to request staff changes or cancellation at any time during any assignments.



## **2.3 Criminal Background Check**

CM shall obtain (at its own expense) and shall provide the Contract Monitor with a Maryland State Police and/or FBI background check on any CM personnel prior to assignment. The CM shall not propose or assign an individual that has a criminal record unless prior written approval is obtained from MSA. Background checks shall be conducted once at hire and annually thereafter during the period of performance. Results shall be provided to MSA for any individuals that are assigned to this contract.

## **2.4 Responsibilities of Assigned Resources**

Regardless of position or role, MSA expects the CM's resources to meet the following requirements while performed assigned MSA tasks:

1. Work as if time is of the essence and provide timely, accurate, and transparent communications to MSA regarding progress, obstacles and needs.
2. Ensure that the agreed upon functions and milestones within their assigned purview are delivered on schedule.
3. Deliver all deliverables to the Contract Monitor or designee in a timely manner and in the approved format.

## **3 General Requirements**

### **3.1 Invoicing**

- A. All Invoices must be submitted to [invoices@mdstad.com](mailto:invoices@mdstad.com). All invoices shall contain the following address:  
Maryland Stadium Authority  
333 West Camden Street, Suite 500  
Baltimore, Maryland 21201.
- B. The CM shall submit invoices monthly.
- C. The CM as accurate shall verify all invoices for services at the time of submission.
- D. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
  - 1) CM name and address;
  - 2) Remittance address;
  - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
  - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
  - 5) Invoice date;
  - 6) Invoice number;
  - 7) MSA assigned Contract number;
  - 8) MSA assigned (Blanket) Purchase Order number(s);
  - 9) Goods or services provided;
  - 10) Amount due; and
  - 11) Any additional documentation required by regulation or the Contract.
- E. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- F. The Maryland Stadium Authority reserves the right to reduce or withhold Contract payment in the event the CM does not provide the Maryland Stadium Authority with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the CM brings itself into full compliance with the Contract.
- G. Any action on the part of the Maryland Stadium Authority or dispute of action by the CM, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The Maryland Stadium Authority is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The CM; however, is not exempt from such sales and use taxes and may be liable for the same.

- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

### **3.1.2 Vendor Payments**

Vendor payments can take up to 30 business days. Vendor may check the status of payment by registering on General Accounting Division of Comptrollers website at:

[http://compnet.comp.state.md.us/General\\_Accounting\\_Division](http://compnet.comp.state.md.us/General_Accounting_Division). If you do not see your payment, you may fill out the request form on MSA’s website at [www.mdstad.com](http://www.mdstad.com) under “Account Payable” and it will be researched.

### **3.1.3 For the purposes of the Contract, an amount will not be deemed due and payable if:**

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the CM has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted;
- E. The items or services do not meet the quality requirements of the Contract;
- F. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
- G. The CM has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

### **3.1.4 Travel Reimbursement**

Travel time will not be reimbursed within a fifty (50) mile radius of the CYSC. Outside of that range, travel reimbursements may be reimbursed as approved in advance and in accordance with State of Maryland travel reimbursement policies.

## **3.2 Intentionally Omitted**

## **3.3 Liability Insurance Requirements**

The CM shall maintain Commercial General Liability Insurance or its equivalent, for bodily injury and property damage, including loss of use. It is preferred that coverage be provided on an “occurrence” basis. If “claims made” forms are submitted, the requirements noted after section “G” must be met. Such Commercial General Liability policy shall include the following extensions:

- 3.3.1 It is preferred that the general aggregate limit apply separately to this contract;

### **3.3.2 Premises/Operations:**

#### **3.3.3 Actions of Independent CMs;**

#### **3.3.4 Products/completed Operations to be maintained for two (2) years after completion of the contract;**

#### **3.3.5 Contractual liability assumed under this contract;**

#### **3.3.6 Personal injury liability including coverage for offense related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusion if contained in the personal injury coverage section).**

- 3.3.7 The CM and its subconsultants shall maintain Business Automobile Liability Insurance which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired or non-owned motor vehicles, uninsured motorist's insurance and automobile contractual liability.

**NOTE: INSURANCE MUST BE ON A PRIMARY BASIS CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.**

- 3.3.6 The CM and its subconsultants shall maintain Worker's Compensation Insurance as required by Maryland law.
- 3.3.7 The coverages listed above shall be written for not less than the following limits liability. Limits can be furnished by a combination of primary excess (umbrella) policies.

Commercial General Liability including all extensions-  
\$1,000,000 each occurrence;  
\$1,000,000 personal injury;  
\$1,000,000 products liability; and  
\$1,000,000 general aggregate;

Business Automobile Liability –  
\$1,000,000 each accident

Worker's Compensation Insurance - statutory requirements. Employers liability insurance - \$1,000,000 each accidental injury; and \$1,000,000 policy limit for disease.

- 3.3.8 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to MSA.
- 3.3.9 No acceptance and/or approval of any insurance by MSA shall be construed as relieving or excusing the CM, or the surety or bond, if any, from any liability obligation imposed upon either or both of them by the provisions of the Contract Documents.
- 3.3.10 **NAMED ADDITIONAL INSURED.** Maryland Stadium Authority and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverages except Worker's Compensation, and the certificates of insurance (or certified policies, if requested) must so indicate through inclusion of appropriate endorsement. **Coverage afforded under this paragraph shall be primary to any other insurance or self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.**
- 3.3.11 Insurance coverages required herein shall be in force throughout the Contract term. Should the CM fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the Contract term, MSA shall have the absolute right to terminate the Contract without any further obligation to the CM, and the CM shall be liable to MSA for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at the time of termination.

- 3.3.12 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude MSA from supervising or inspecting the operations of the CMs as the end result.
- 3.3.13 The CM shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractor and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them, or by anyone for whose acts any of them may be liable. CM shall be fully responsible to MSA for the acts and omissions of the subcontractor and of persons employed by them as it is for acts and omissions of persons directly employed by the CM.
- 3.3.14 TORT CLAIMS ACT. It is agreed that the CM and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against MSA, any immunity of the insured from tort liability (including Maryland Tort Claims Act), including any limitation of liability, unless requested by MSA.
- 3.3.15 The CM shall furnish subcontractors' certificate of insurance to MSA upon request.

### **3.4 Additional Security Requirements**

The following requirements are applicable to the Contract:

#### **3.4.1 Employee Identification**

- A. CM Personnel shall display his or her company ID badge in a visible location at all times while on MSA premises. Upon request of authorized MSA personnel, each CM Personnel shall provide additional photo identification.
- B. CM Personnel shall cooperate with MSA site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for MSA badge issuance.
- C. CM shall remove any CM Personnel from working on the Contract where the MSA determines, in its sole discretion, that CM Personnel has not adhered to the Security requirements specified herein.
- D. The MSA reserves the right to request that the CM submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

#### **3.4.2 On-Site Security Requirement(s)**

- A. For the conditions noted below, CM Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
  - 1) CM Personnel may be subject to security checks when entering and leaving MSA building. The MSA reserves the right to require CM Personnel to be accompanied while in secured premises.
- B. Any CM Personnel who enters the premises of a facility under the jurisdiction of the MSA may be searched, fingerprinted (for the purpose of a criminal history background check), photographed, videotaped, and required to wear an identification card issued by the MSA.

- C. Further, CM Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the CM Personnel seeks access. The failure of any of the CM Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

### **3.5 Substitution of Personnel**

#### **3.5.1 Continuous Performance of Key Personnel**

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the MSA as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the CM from working under the Contract without the prior written approval of the Contract Monitor.
- C. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

#### **Definitions**

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the CM’s Technical Proposal.
- C. **CM Personnel General Substitution Provisions**

The following provisions apply to all of the circumstances of CM Personnel substitution described in **Section 3.5.4**.

- A. The CM shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute has qualifications at least equal to those of the CM Personnel proposed to be replaced.
- B. The CM shall provide the Contract Monitor with a substitution request that shall include:
  - 1) A detailed explanation of the reason(s) for the substitution request;
  - 2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
  - 3) The official resume of the current personnel for comparison purposes; and
  - 4) Evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

- D. The Contract Monitor will notify the CM in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed CM Personnel replacement.

### **Replacement Circumstances**

A. Directed Personnel Replacement

- 1) The Contract Monitor may direct the CM to replace any CM Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Maryland Stadium Authority policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.5.4.A.2**.
- 2) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any CM Personnel performance issues to the CM, describing the problem and delineating the remediation requirement(s). The CM shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the CM shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of CM Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the CM Personnel at issue.
- 4) Replacement or substitution of CM Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- 5) If the Contract Monitor determines to direct substitution under **3.5.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the CM. However, if the Contract Monitor deems it necessary and, in the State's, best interests to remove the CM Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- 6) In circumstances of directed removal, the CM shall, in accordance with paragraph **3.5.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

- 1) To replace any Key Personnel in a circumstance other than as described in **3.5.4.B**, including transfers and promotions, the CM shall submit a substitution request as described in **Section 3.5.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- 2) Key Personnel Replacement Due to Sudden Vacancy

- a) The CM shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.5.4.B.1**.
- b) Under any of the circumstances set forth in this paragraph B, the CM shall identify a suitable replacement and provide the same information and items required under **Section 3.5.3** within fifteen (15) days of the actual vacancy occurrence or from when the CM first knew or should have known that the vacancy would be occurring, whichever is earlier.

**C. Key Personnel Replacement Due to an Indeterminate Absence**

- a) If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the CM shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 3.5.3**.
- b) However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

**Substitution Prior to and Within 30 Days After Contract Execution**

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subs or 1099 CMs: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.



## **4 Procurement Instructions**

### **4.1 Pre-Proposal Conference**

- 4.1.1 A pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see **Section 4.2.1 eMMA**).
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. The Maryland Stadium Authority will make a reasonable effort to provide such special accommodation.
- 4.1.6 All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

### **4.2 eMaryland Marketplace Advantage (eMMA)**

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://procurement.maryland.gov>, click on "Register" to begin the process, and then follow the prompts.

### **4.3 Questions**

- 4.3.1 All questions, including concerns regarding any applicable MBE participation goals, shall identify in the subject line the Solicitation Number and Title (MSA Project No. 20-017 – Project Manager Staffing Augmentation, and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMMA.
- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the MSA unless it issues an amendment in writing.

### **4.4 Procurement Method**

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under MSA's Procurement Policies and Procedures.

### **4.5 Proposal Due (Closing) Date and Time**

- 4.5.1 Proposals, in the number and form set forth in **Section 5 Proposal Format**, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.

- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMMA.
- 4.5.4 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6 **Proposals delivered by e-mail or facsimile shall not be considered.**
- 4.5.7 Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

#### **4.6 Multiple or Alternate Proposals**

Multiple or alternate Proposals will not be accepted.

#### **4.7 Economy of Preparation**

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

#### **4.8 Public Information Act Notice**

- 4.8.1 The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.4.1.B** “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 4.8.2 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 must be disclosed.

#### **4.9 Award Basis**

A Contract shall be awarded to the responsible Offeror(s) submitting a Proposal that has been determined to be the most advantageous to the MSA, considering price and evaluation factors set forth in this RFP.

#### **4.10 Oral Presentation**

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

#### **4.11 Duration of Proposal**

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 120 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer’s request only with the Offeror’s written agreement.

#### **4.12 Revisions to the RFP**

- 4.12.1 If the RFP is revised before the due date for Proposals, the MSA shall post any addenda to the RFP on eMMA and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.12.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.12.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4 Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.12.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

#### **4.13 Cancellations**

- 4.13.1 MSA reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of MSA.
- 4.13.2 The MSA reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

#### **4.14 Incurred Expenses**

MSA will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

#### **4.15 Protest/Disputes**

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of MSA's Procurement Policies and Procedures.

#### **4.16 Offeror Responsibilities**

- 4.16.1 Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subCM participation.
- 4.16.2 All subs shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subconsultants utilized in meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see **Section 4.26** "Minority Participation Goal").
- 4.16.3 If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

- 4.16.4 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

#### **4.17 Acceptance of Terms and Conditions**

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The MSA reserves the right to accept or reject any exceptions.**

#### **4.18 Proposal Affidavit**

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

#### **4.19 Contract Affidavit**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section "B" of this 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.

#### **4.20 Compliance with Laws/Arrearages**

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

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

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

#### **4.22 False Statements**

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

- 4.22.1 In connection with a procurement contract a person may not willfully:
  - A. Falsify, conceal, or suppress a material fact by any scheme or device.
  - B. Make a false or fraudulent statement or representation of a material fact.
  - C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 4.22.2 A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.
- 4.22.3 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 (5) years or both.

#### **4.23 Payments by Electronic Funds Transfer**

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

- 4.23.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2 Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: [http://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GAD\\_X10Form20150615.pdf](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GAD_X10Form20150615.pdf).

#### **4.24 Prompt Payment Policy**

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subconsultants on non-construction procurement contracts. The Consultant shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**), should an MBE goal apply to this RFP. Additional information is available on GOSBA's website at: <http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

#### **4.25 Electronic Procurements Authorized**

- 4.25.1 Unless otherwise prohibited by law, the MSA may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.

4.25.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means:

A. The Procurement Officer may conduct the procurement using eMMA, e-mail, or facsimile to issue:

- 1) The RFP;
- 2) Any amendments and requests for best and final offers;
- 3) Pre-Proposal conference documents;
- 4) Questions and responses;
- 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
- 6) Notices of award selection or non-selection; and
- 7) The Procurement Officer’s decision on any Proposal protest or Contract claim.

B. The Offeror or potential Offeror may use e-mail or facsimile to:

- 1) Ask questions regarding the solicitation;
- 2) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail, but only on the terms specifically approved and directed by the Procurement Officer and;
- 3) Submit a "No Proposal Response" to the RFP.

C. The Procurement Officer, the Contract Monitor, and the CM staffing may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

4.25.5 The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:

- A. Filing of protests;
- B. Filing of Contract claims;
- C. Submission of documents determined by the MSA to require original signatures (e.g., Contract execution, Contract modifications); or
- D. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Consultant or Offeror be provided in writing or hard copy.

#### 4.2.6 MBE Goal

No MBE goal has been established for this procurement.

#### **4.27 Conflict of Interest Affidavit and Disclosure**

- 4.27.1 The Offeror shall complete and sign the Conflict of Interest and Disclosure (**Attachment H**) and submit it with its Proposal.
- 4.27.2 By submitting a Conflict of Affidavit and Disclosure, the Consultant shall be construed as certifying all CM Personnel and subconsultants are also without a conflict of Interest as defined in COMAR 21.05.08.08A.
- 4.27.3 Additionally, a CM has an ongoing obligation to ensure that all CM Personnel are without conflicts of interest prior to providing services the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.27.4 Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

#### **4.28 Vendor Responsibility**

- 4.28.1 The Procurement Officer shall make purchases from and award contracts only to responsible CM.
- 4.28.2 In the absence of information clearly indicating that the prospective contractor is responsible, the Procurement Officer shall make a determination of non-responsibility.
- 4.28.3 Factors to be used in determining whether a vendor is responsible may include, but are not limited to:
  - 4.28.3.1 Financial resources adequate to perform the contract, or the ability to obtain them;
  - 4.28.3.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
  - 4.28.3.3 A satisfactory performance record;
  - 4.28.3.4 A satisfactory record of integrity and business ethics;
  - 4.28.3.5 The necessary organization, experience, accounting and operational Controls, and technical skills, or the ability to obtain them;
  - 4.28.3.6 Compliance with applicable licensing and tax laws and regulation;
  - 4.28.3.7 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
  - 4.28.3.8 Other qualifications and eligibility criteria necessary to receive and award under applicable laws and regulations.

## 5 Proposal Format

### 5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – Technical Proposal
- Volume II – Financial Proposal

### 5.2 Proposal Delivery and Packaging

5.2.1 Proposals delivered by facsimile and email shall not be considered.

5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.

5.2.3 Offerors may submit Proposals by electronic means **only** through MSA’s third party e-procurement system, **Negometrix**. Negometrix Instructions for registering for Negometrix and utilizing this e-procurement system are attached as **Attachment J**.

### 5.3 Two Part Submission

A. Technical Proposal consisting of:

- 1) Technical Proposal in searchable Adobe PDF format,  
a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.8**), and

B. Financial Proposal consisting of:

- 1) Financial Proposal in searchable Adobe PDF format,  
a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.8**).

### 5.4 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

5.4.1 In addition to the instruction below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1 Response...; Section 2.2.2 Response...”). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “xx”).

5.4.2 The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

A. Title Page and Table of Contents (Submit under **TAB A**)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

B. Claim of Confidentiality (If applicable, submit under **TAB A-1**)

Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the



Financial Proposal. An explanation for each claim of confidentiality shall be included (see **Section 4.8 “Public Information Act Notice”**). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

C. Offeror Information Sheet and Transmittal Letter (Submit under **TAB B**)

The Offeror Information Sheet and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

D. **Executive Summary (Submit under TAB C)**

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.”

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see **Section 4.16 “Offeror Responsibilities”**).

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the MSA. **Exceptions to terms and conditions, including requirements, 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 to the State terms and conditions, the Executive Summary should so state.

E. Technical Proposal Contents (Submit under **TAB D**)

Provide a detailed narrative addressing, at a minimum, the following:

1) **Corporate Qualifications (25 Points)**

Offeror(s) shall describe how their organization can meet the requirements of this RFP and shall include the following:

- a) An overview of the Offerors’ experience and capabilities providing similar services;
- b) The names and titles of key management personnel directly involved with supervising the services to be rendered pursuant to any resulting contract;
- c) Description of the company’s bench strength in providing resources that could be available to meet the requirements of this RFP;

2) **Past Performance (25 Points)**

- a) Offeror(s) shall provide three (3) examples of projects the Offeror has completed that are similar in scope to this RFP. Each of the three examples must include a reference complete with the following:

- i) Name of the organization for which the work was performed;
- ii) Name, title, phone and email address for point-of contact;
- iii) Type and duration of contract(s) supporting the reference;

- iv) The services provided;
  - v) Whether the Offeror is still providing such services and, if not, an explanation of why it is no longer providing the services to the client organization.
- b) As part of its offer, each Offeror is to provide a list of all Contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 7 years. For each identified Contract the Offeror is to provide:
- The State Contracting entity;
  - A brief description of the services/goods provided
  - The dollar value of the Contract
  - The term of the Contract
  - The State employee contact person (name, title, telephone number and if possible e-mail address)
  - Whether the Contract was terminated before the end of the term specified in the original Contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State Contracts will be considered as part of the experience and capabilities evaluation criteria of the RFP.

**Note:** MSA shall have the right to contact any reference and request site visits to the Offeror's office(s) as part of the evaluation and selection process.

### 3) Key Personnel/Resumes (50 Points)

The Offeror must describe its personnel capabilities in compliance with the overall performance requirements of the contract. Resumes must be provided for resources that are qualified and available for performance under this contract, including but not limited to, candidates for: Project Manager, Assistant Project Manager, and Superintendent.

For each person identified, submit a written description of the individual(s) job description, where that position falls within the organization's hierarchy (i.e. position authority level), their current duties and responsibilities and an outline of the individual(s) overall managing experience and abilities.

**Personnel Commitment:** By submitting the names for consideration under this section, the Proposer is committing these people to MSA for the duration of this contract subject to Section 3.5 of this RFP.

#### F. Certificate of Insurance (Submit under TAB E)

The Offeror should provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

#### G. Legal Action Summary (Submit under TAB F)

This summary shall include:

- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- 2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;

- 3) A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
- H. In instances where litigation is ongoing, and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.
- I. Technical Proposal - Required Forms and Certifications (Submit under **TAB G**)
  - 1) All forms required for the Technical Proposal are identified in Table 1 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB H.

## **5.5 Volume II – Financial Proposal**

The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the MSA. .

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## **6 Evaluation and Selection Process**

### **6.1 Evaluation Committee**

Evaluation of Proposals will be conducted by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in offer or oral presentations and discussions, and provide input to the Procurement Officer. The MSA reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

### **6.2 Technical Proposal Evaluation Criteria**

Technical proposal to be evaluated as follows:

Corporate Qualifications	25%
Past Performance	25%
Key Personnel/Resumes	50%

### **6.3 Financial Proposal Evaluation Criteria**

All Qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the average of hourly rates submitted on **Attachment B – Financial Proposal Form**.

### **6.4 Reciprocal Preference**

6.4.1 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 CMs. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

### **6.5 Selection Procedures**

#### **6.5.1 General**

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method under MSA's Procurement Policies and Procedures. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the MSA may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. MSA reserves the right to develop a short-list of firms most susceptible for award and to make an award without holding discussions.

- B. With or without discussions, the MSA may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

#### **6.5.2 Selection Process Sequence**

- A. Intentionally Omitted.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the MSA's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the MSA. Offerors will be contacted by the MSA as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal.
- D. When in the best interest of the MSA, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The MSA may make an award without issuing a request for a BAFO.
- E. Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, the Procurement Officer will recommend award of the Contract to the responsible Offeror that was deemed by the evaluation panel to have submitted the Proposal most advantageous to the MSA based upon a combination of technical and price factors.

#### **6.5.3 Documents Required upon Notice of Recommendation for Contract Award**

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – RFP Attachments and Appendices**.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## RFP ATTACHMENTS AND APPENDICES

### Instructions Page

A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

**Table 1: RFP ATTACHMENTS AND APPENDICES**

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Proposal	B	Financial Proposal Instructions and Form
Y	With Proposal	C	Proposal Affidavit (see attachment)
Y	With Proposal	H	Conflict of Interest Affidavit and Disclosure (see attachment)
Y	n/a	J	Negometrix Instructions

Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see attachment)

Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions (included in this RFP)
Additional Submissions			
Applies?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see <b>Section 3.3</b> ); 1 copy

## Attachment A. Pre-Proposal Conference Response Form

### Solicitation Number MSA 20-017

Project Manager Staffing Augumentation

A Pre-Proposal conference will be held on January 16, 2020 at 10:00 a.m. at 333 West Camden Street, Suite 500, Baltimore, Maryland 21201.

Please return this form by January 15, 2020, advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Sandra Fox

Maryland Stadium Authority

333 West Camden Street, Suite 500 Office

Email: [sfox@mdstad.com](mailto:sfox@mdstad.com)

Fax# 410-333-1888

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance.

Attendees (Check the RFP for limits to the number of attendees allowed):

- 1.
- 2.
- 3.

\_\_\_\_\_ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 4.1“Pre-Proposal conference”):

Offeror:

\_\_\_\_\_  
*Offeror Name (please print or type)*

By:

\_\_\_\_\_  
*Signature/Seal*

Printed Name:

\_\_\_\_\_  
*Printed Name*

Title:

\_\_\_\_\_  
*Title*

Date:

\_\_\_\_\_  
*Date*

### **B-1 Financial Proposal Instructions**

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the CM. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

### **B-1 Financial Proposal Form**

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.



<b>Attachment C. Proposal Affidavit</b>
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**A. AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subconsultants 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, subconsultant, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subconsultants, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror 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/Offeror 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 CM 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 bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in 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.

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/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

**B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.**

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the 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/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/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
  - (d) §7206, Fraud and False Statements, or
  - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or

- (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review;
  - (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
    - (a) A court:
      - (i) Made the finding; and
      - (ii) Decision became final; or
    - (b) The finding was:
      - (i) Made in a contested case under the Maryland Administrative Procedure act; and
      - (ii) Not overturned on judicial review; or
  - (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) 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):
- 

**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).

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

**I FURTHER AFFIRM THAT:**

- (1) The business was not established and 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. SUBCONTRACT 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/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/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/proposal is submitted.

**I. CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

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

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

**I FURTHER AFFIRM THAT:**

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

**M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL**

**I FURTHER AFFIRM THAT:**

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subconsultants and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subconsultant, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

**N. I FURTHER AFFIRM THAT:**

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

**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/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.

By:
<i>Signature of Authorized Representative and Affiant</i>
Printed Name:
<i>Printed Name of Authorized Representative and Affiant</i>
Title:
<i>Title</i>
Date:
<i>Date</i>









**Reference COMAR 21.05.08.08**

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/Offeror, CM, consultant, or subconsultant or sub-consultant 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/Proposal is made.

C. The Bidder/Offeror 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/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror 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 that the Bidder/Offeror 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 Consultant 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 H. Intentionally Omitted**

**Attachment I. Intentionally Omitted**

(See attached)





**TIME SPENT AGREEMENT**

**FOR**

**Project Manager Staffing Augumentation**

**BETWEEN**

**The Maryland Stadium Authority**

**AND**

**AWARDED FIRM**



## TIME SPENT AGREEMENT

The Maryland Stadium Authority (MSA) and AWARDED FIRM mutually agree as follows:

1. **BASIC SERVICES.** AWARDED FIRM has agreed to provide on-call construction management consulting services to MSA in accordance with its proposal for Project Manager Staffing Augmentation submitted to MSA dated \_\_\_\_\_, 2020, which is attached hereto and incorporated herein ("Proposal"). AWARDED FIRM understands that MSA may add to or delete some of the services set forth the Proposal in accordance with its project needs. MSA shall issue a Task to AWARDED FIRM, which may be amended from time to time, which shall set forth in detail the scope of work for the project. AWARDED FIRM understands that MSA may have more than one project ongoing during the term of this Agreement and that MSA may issue a separate Task for each project. AWARDED FIRM agrees to provide services requested by MSA for each project as specified in the Task Order (s). Unless specified in the applicable Task, any further service required of AWARDED FIRM shall be considered Additional Services in accordance with Paragraph 5.
2. **RELATIONSHIP.** AWARDED FIRM accepts the relationship of trust and confidence established between it and MSA and shall furnish its best skill and judgment and cooperate with MSA and its contractors and consultants in furthering the interests of MSA throughout the duration of this Agreement; however, nothing herein shall create a fiduciary relationship between AWARDED FIRM and MSA. AWARDED FIRM shall furnish efficient business administration and management of its services in an expeditious and economical manner consistent with the interests of MSA. AWARDED FIRM shall be an agent of MSA to the extent, and only to the extent, required to properly perform its obligations under this Agreement; and AWARDED FIRM shall not represent or hold itself out to have any authority to act on behalf of or bind MSA other than as specifically provided herein.
3. **MSA'S RESPONSIBILITIES.** MSA shall provide information regarding its requirements for the Project.
4. **COMPENSATION.** AWARDED FIRM shall be compensated in accordance with the hourly rates set forth in the Financial Proposal attached hereto as **Exhibit B**.

Total compensation for the term shall not exceed \_\_\_\_\_ (\$ ) without prior authorization. Fees for any projects or services that are not provided for in the Proposal shall be agreed upon in writing in advance by the parties and set forth in a separate Task Order.

Payments for any services under this Agreement shall be made upon monthly presentation of AWARDED FIRM's invoice for services rendered, together with such documentation as MSA may reasonably require, demonstrating AWARDED FIRM's right to payment for personnel and Reimbursable Expenses listed in the Task Order, attached hereto and incorporated herein.

Payments under Articles 4 and 5 shall be due and payable upon presentation of AWARDED FIRM's invoices to MSA, but not later than thirty (30) days after such presentation. Payments can take up to 30 business days. Consultant may check the status of payment by registering on General Accounting Division of Comptrollers website at:

[http://compnet.comp.state.md.us/General\\_Accounting\\_Division](http://compnet.comp.state.md.us/General_Accounting_Division)

Charges for late invoices, other than as provided by applicable law, are prohibited.

All invoices must be submitted to [invoices@mdstad.com](mailto:invoices@mdstad.com). All invoices shall contain the following address: Maryland Stadium Authority, 333 West Camden Street, Suite 500, Baltimore, MD 21201, Attention: Accounts Payable. A proper invoice shall include Consultant's complete address and telephone number; Consultant's invoice number; a description of the items or Services provided; the date the goods were received or the inclusive dates the Services were rendered; the Contract price(s); retention, if any; the basis for the billing; the MSA project number and purchase order number; the Consultant's Federal Tax Identification Number, which is the social security number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations; the name and address of the proper invoice recipient.

For purposes of this Contract an amount will not be deemed due and payable if:

- (1) The amount invoiced is inconsistent with the Contract.
  - (2) The proper invoice has not been received as indicated above.
  - (3) The invoice or performance under the Contract is in Dispute, or the Consultant has failed to otherwise comply with the provisions of the Contract related to such amount.
  - (4) The items or Services invoiced have not been accepted.
  - (5) The quantity of items delivered as reflected on the invoice is less than the quantity ordered.
  - (6) The items or Services subject to the amount not paid do not meet the quality requirements of the Contract.
  - (7) If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
  - (8) The Consultant has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions pertaining to the amount not paid.
  - (9) The Consultant has not certified that it has paid all labor to date; all vendors and material suppliers in full of all items received; and all subconsultants in full.
5. **ADDITIONAL SERVICES.** AWARDED FIRM shall perform additional economic services on an as needed basis based upon mutual consent of MSA and AWARDED FIRM and upon written authorization to proceed from MSA. Such Additional Services shall be paid for in accordance with this Agreement. Compensation shall be based on a Time Spent basis in accordance with the hourly rates set forth in the Price Proposal plus Reimbursable Expenses, unless otherwise mutually agreed in writing.
  6. **PERIOD OF PERFORMANCE.** The period of performance under this Agreement shall on the effective date of the contract and terminate three years from the effective date. The duration of these services may be extended on the same terms by MSA for two (2) additional one (1) year periods with 90 days prior written notice to AWARDED FIRM.
  7. **INDEMNIFICATION.** To the fullest extent permitted by law, AWARDED FIRM agrees to indemnify, defend, protect and hold harmless MSA, The Baltimore Orioles and/or Baltimore Ravens, as the case may be, their respective officers, agents and employees from and against all claims,

damages, losses, liens, causes of action, suits, judgments and expenses, including reasonable attorney fees, arising out of, caused by, or resulting from AWARDED FIRM sole negligence.

AWARDED FIRM and MSA shall not be liable to each other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable controls and/or without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. However, in the event of any such delays, the Period of Performance under Paragraph 5 shall be extended by a period of time corresponding with the period for which the Work was delayed and AWARDED FIRM shall be entitled to an equitable adjustment in its Compensation.

The above indemnity shall survive expiration or termination of this Agreement.

8. **CONFIDENTIAL INFORMATION.** In order for AWARDED FIRM to fulfill this Agreement effectively, it may be necessary or desirable for MSA to disclose to AWARDED FIRM confidential and proprietary information and trade secrets pertaining to MSA's past, present and future activities. AWARDED FIRM hereby agrees to treat information which has been designated to AWARDED FIRM by MSA in writing as being confidential and proprietary information or trade secrets in a confidential manner. AWARDED FIRM further agrees that it will not disclose any such information so designated to anyone outside of MSA during the period of this Agreement or thereafter for a period of two years without the prior consent of MSA or as required by law.

Upon termination or expiration of this Agreement, AWARDED FIRM shall upon written request from MSA return to MSA all documents and records provided by MSA, and any information or materials derived therefrom, which are in AWARDED FIRM possession or control. However, AWARDED FIRM shall be allowed to make copies of such documents, records, information and material.

9. **STANDARD OF CARE.** AWARDED FIRM covenants with MSA to furnish its best professional skill and judgment with due care in accordance with the generally accepted consulting standards and in accordance with the federal, state and local laws and regulations which are applicable to the performance of the Services and which are in effect on the date of this Agreement. Notwithstanding any other provision to the contrary, except for the express covenant regarding the above described standard of care, AWARDED FIRM neither makes, nor offers, nor shall AWARDED FIRM be liable to MSA for, any express or implied warranties with respect to the performance of AWARDED FIRM services. AWARDED FIRM shall not be regarded as a guarantor with respect to any work product provided hereunder.
10. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Maryland.
11. **ASSIGNMENT AND DELEGATION.** Neither party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other, with the exception of the account receivables which may arise from this Contract that AWARDED FIRM may assign in its normal course of business.
12. **TERMINATION.** At any time during the effectiveness of the Agreement, MSA shall have the right, with or without cause, upon ten (10) days written notice to AWARDED FIRM to terminate this Agreement in whole or in part. In the event of a termination, AWARDED FIRM shall deliver to MSA all materials within AWARDED FIRM's custody or control pertaining to the project(s), and MSA shall pay to AWARDED FIRM all amounts due and earned to the time of the termination, in accordance with the provisions of this Agreement. Except as specifically set forth above, such termination shall not give rise to any cause of action or claim against MSA for damages, loss of profits, expenses or

other remuneration of any kind. Notwithstanding any other provisions of this Agreement if, in the judgment of MSA, such termination is made necessary or desirable because of AWARDED FIRM's failure to fulfill its obligations under this Agreement or any other fault of AWARDED FIRM, MSA may withhold payment of all or any part of any monies which otherwise may be payable to AWARDED FIRM under this Agreement. Such monies may be applied toward any damages or expenses sustained by MSA as a result of such failure including, without limitation, any excess costs incurred by MSA in completing its project(s). Notwithstanding the foregoing, AWARDED FIRM shall remain liable to MSA for all such damages and expenses without limitation to any such monies being withheld by MSA. The failure of MSA to withhold monies from AWARDED FIRM shall not be construed as an acknowledgment by MSA that no such damages or expenses exist and shall not prevent MSA from thereafter making any claim against AWARDED FIRM therefore.

13. INFORMATION OR PRODUCT USAGE. AWARDED FIRM shall provide the services under this Agreement as an independent contractor. It is expressly understood that how and for what purpose MSA shall use any information or products generated by AWARDED FIRM under this Agreement is not within the control of AWARDED FIRM.
14. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between MSA and AWARDED FIRM and supersedes all prior negotiations or representations of each party, and shall be amended only by a subsequent task order or other writing signed by both parties.
15. THIRD PARTIES. This agreement is not intended to create nor shall it be construed as creating any contractual relationship or obligations between AWARDED FIRM and any third party, including but not limited to any Design CM and Contractor. Nothing contained in this Agreement, nor the performance of the parties hereunder shall inure to the benefit of any third party.
16. NOTICE. Notices hereunder shall be delivered personally or by mail, postage prepaid, certified or registered mail, return receipt requested to the address of the receiving party set out below.
17. INSURANCE.
  - A. The CM shall maintain Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per claim and in the aggregate (including contractual liability coverage with all coverage retroactive to the earlier of the date of this Agreement and the commencement of services in relation to the Project) covering personal injury, bodily injury and property damages, said coverage to be maintained for a period of two (2) years after the date of final payment hereunder;
  - B. The CM and its subconsultant(s) shall maintain Worker's Compensation Insurance, as required by law, with insurance companies acceptable to the State Insurance Commissioner, for damages which may arise from operations under this Contract, whether such operations be by the CM or by a subconsultant or anyone directly or indirectly employed by any of them;
  - C. The CM shall maintain comprehensive form general liability insurance, including products completed operations and broad form contractual liability, and automobile liability insurance, with a combined single limit of \$1,000,000 for general liability;
  - D. Certificates of the CM's insurance containing evidence of the insurance coverages required hereby shall be provided to the Procurement Officer within 2 weeks of CM's signing the Contract and shall be subject to the Authority's approval of adequacy of protection. Each insurance policy, other than Worker's Compensation Insurance, shall be on an occurrence basis (as opposed to claims-made basis) and shall include the Authority, as additional insureds. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30)

days prior written notice has been given to the Authority. When requested, CM shall obtain and provide its insurance policies to the Authority; and

- E. Certificates of AWARDED FIRM insurance shall be provided to MSA and shall be subject to MSA's approval. No work shall be started until appropriate certificates have been provided to and approved by MSA.
18. **NON-DISCRIMINATION IN EMPLOYMENT.** AWARDED FIRM 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, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a) above, in any subconsultant agreement except a subconsultant agreement for standard commercial supplies or raw materials; and to post and cause subconsultants to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
19. **NON-HIRING OF EMPLOYEES.** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
20. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of the Agreement, or in exercising any power or authority granted to them by or within the scope of this Agreement, there shall be no personal liability upon the members of MSA, either personally or as officials of the State, it being understood that in all such matters they act solely as agents and representatives of MSA.
21. The CM shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: [http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).
22. **APPROPRIATION OF FUNDING.** If the General Assembly fails to appropriate funds to MSA, or if funds are not otherwise made available to MSA by the unit of State Government or political subdivision that has engaged MSA for the project, this Agreement shall be canceled automatically as of the date for which funds were not appropriated or made available to MSA; provided, however, that this will not affect either MSA's rights or AWARDED FIRM's rights under any termination clause in this Agreement.

23. **CONTRACT AFFIDAVIT.** Simultaneously with the execution of this Agreement, AWARD FIRM shall execute, seal and deliver to MSA the signed contract affidavit attached hereto as "Exhibit B."
24. **REIMBURSABLE EXPENSES.** For Reimbursable Expenses, as hereinafter described, compensation shall be computed as the actual amount of the reimbursable expenses, subject to the limitations set forth below. Reimbursable Expenses include only those reasonable and actual expenditures made by AWARD FIRM and AWARD FIRM employees and CMs in the interest of the Project for the items listed in the following subsections. Reimbursable Expenses shall be documented with receipts and shall be highlighted in expense reports if combined with non-reimbursable expenses. Any Reimbursable Expense items (other than travel and living expenses of AWARD FIRM and its employees for trips to the Project area and reasonable telephone expenses) requiring expenditures in excess of one thousand dollars (\$1,000.00) per each separate occasion shall require the prior written approval of MSA (or, when so indicated by MSA, oral approval from MSA's authorized representative, provided that each such oral approval shall be confirmed in writing). AWARD FIRM shall provide MSA with a projected schedule of items of reimbursable expense, which shall not be materially exceeded without the prior written approval of MSA. These expenses will be reimbursed at cost and without a mark up and shall include:
- (a) Long-distance telephone calls and telegrams, express mail, commercial messenger service, hand delivery, and/or overnight delivery service;
  - (b) Fees paid for securing approval of authorities having jurisdiction over the Project;
  - (c) Reasonable expense of reproductions necessary for the rendition of services hereunder, which expense shall not include the expense of producing the sets of documents covered in AWARD FIRM compensation for Basic Services;
  - (d) Costs of reproductions, postage, deliveries and handling of drawings, specifications and other documents excluding all in-house reproductions (reproductions normally made on AWARD FIRM owned or lease equipment) for the office use of AWARD FIRM and AWARD FIRM CMs;
  - (e) Costs of photographic production technique;
  - (f) Costs of public stenographic services and transcripts for meetings as and when required by MSA;
  - (g) Expense of any sales, use, occupation or similar taxes applicable to this Agreement;
  - (h) Expense of models, rendering, videos, presentation materials and photographs when authorized in advance in writing by MSA;
  - (i) Transportation expenses incurred in connection with the Project if AWARD FIRM is required to travel more than fifty (50) miles from MSA's Baltimore office at the standard State rate of travel, or at the direct cost of transportation expense incurred when traveling by common carrier (airfare or rail: coach class only). Transportation expenses to be approved in advance by MSA.;
  - (j) Reasonable living expenses in connection with approved out-of-town travel in accordance with state standard of travel (alcohol and/or entertainment are not considered Reimbursable Expenses), Living expenses to be approved in advance by MSA.; and

- (k) Such other expenses incurred in connection with the Project when specifically authorized in advance in writing by MSA.

25. **DISPUTE RESOLUTION.** In the event of a dispute or controversy of any nature whatsoever, AWARDED FIRM shall strictly abide by MSA's decision for the purpose of the prompt and uninterrupted continuation of the performance of its duties, obligations and services under this Agreement; but AWARDED FIRM may submit to MSA a written exception to any decision of MSA within ten (10) days after receipt of such decision stating the basis of its exception and reserving the right to file a claim against MSA after completion of the project(s) for additional compensation or damages. The continued performance by AWARDED FIRM of its duties, obligations and services under this Agreement shall not operate as a waiver of any such claim, nor shall it be prejudicial to AWARDED FIRM rights, hereby reserved, to have such exception and claim later adjudicated by a court of competent jurisdiction after completion of the project(s). AWARDED FIRM shall continue to perform its obligations under this Agreement pending resolution of any dispute, and MSA shall continue to make payments of all amounts due AWARDED FIRM which are not in dispute. No dispute or controversy under this Agreement shall be subject to binding arbitration except to the extent that AWARDED FIRM and MSA mutually agree to arbitrate.

26. **REMEDIES. Correction of Errors, Defects and Omissions.** The CM agrees to perform the work as may be necessary to correct errors, defects and omissions in the Services required under this Contract promptly, without undue delays and without cost to the Authority. The acceptance of the Work set forth herein by the Authority shall not relieve the CM of the responsibility of subsequent correction of such errors or damages resulting from its negligent performance.

**Set-Off.** In the event that the CM breaches this Contract or fails to perform the Services or any part of the services in a satisfactory manner, and such breach or failure is not rectified by the CM within five (5) days after written notice thereof from the Authority, then the Authority may take any such action necessary to rectify such breach or failure, including the withholding of payments due to the CM until such breach or failure has been cured. The Authority may deduct from and set-off against any amounts due and payable to the CM any back charges or damages sustained by the Authority for rectifying such breach or failure. Nothing herein shall be construed to relieve the CM of liability for additional costs resulting from a failure to satisfactorily perform the Services.

**Remedies Not Exclusive.** The rights and remedies contained in this Contract are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

27. **RETENTION OF RECORDS.** The CM shall retain and maintain all records and documents relating to the Services for a minimum period of three years after payment by the Authority of the final invoice and shall make them available for inspection and audit by the Authority and any other appropriate agency of the State of Maryland. The accounting records and all supportive documents shall be maintained in such a manner that will provide for a separation between direct and indirect costs. A similar provision shall be included in all subcontracts.

This Agreement is effective as of the **DD** day of **MM** 2020.

**AGREED**

**THE MARYLAND STADIUM AUTHORITY**

333 West Camden Street  
Suite 500  
Baltimore, MD 21201

\_\_\_\_\_  
(Signature)

**Print Name:** Michael Frenz

\_\_\_\_\_

**Title:** Executive Director

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

**WITNESS**

\_\_\_\_\_  
(Signature)

**Print Name:** \_\_\_\_\_

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

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

**AWARDED FIRM**

ADDRESS  
ADDRESS

\_\_\_\_\_  
(Signature)

**Print Name:** AWARDED FIRM

\_\_\_\_\_

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

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

**WITNESS**

\_\_\_\_\_  
(Signature)

**Print Name:** \_\_\_\_\_

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

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



<b>Attachment N. Contract Affidavit</b>
---

**A. AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the  
\_\_\_\_\_(title) and duly authorized representative of  
\_\_\_\_\_(name of business entity) and that I possess the legal authority to make this  
affidavit on behalf of the business for which I am acting.

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

**I FURTHER AFFIRM THAT:**

The business named above is a (check applicable box):

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

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

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 that 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 \$200,000 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 Election Law Article Title 14 Annotated Code of Maryland which requires that every person that enter into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. 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 Proposal, 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), above;
  - (h) Notify its employees in the statement required by §E(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
    - (i) 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), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §E(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 §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(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.

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 Proposal Affidavit dated\_\_\_\_\_, 2020, 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:\_\_\_\_\_ (print name of Authorized Representative and Affiant)

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



**Attachment P.**

**Intentionally Omitted**

**Appendix #1****Abbreviations and Definitions**

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

- A. Authority – The MSA members.
- B. “Baltimore Orioles” means Baltimore Orioles Limited Partnership.
- C. “Baltimore Ravens” means Baltimore Ravens Limited Partnership.
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- G. Contract Administrator (CA) – The MSA representative for this Contract that is primarily responsible for Contract Administration functions, including issuing written direction, compliance with terms and condition, monitoring this Contract to ensure compliance with the terms and conditions of the Contract and to assist the CM in achieving on budget/on time/on target (e.g., within scope) completion of the Contract requirements. MSA may change the CA at any time by written notice to the CM.
- H. Contract Commencement – The date the CM is authorized to proceed with the work following any required approvals of the Contract, including approval by the Authority or Board of Public Works, if such approval is required.
- I. Contract Monitor – The MSA representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The MSA may change the Contract Monitor at any time by written notice to the CM.
- J. Project Manager – The selected Offeror that is awarded a Contract by the State.
- K. CM Personnel – Employees and agents and subconsultant employees and agents performing work at the direction of the CM under the terms of the Contract awarded from this RFP.
- L. eMMA – eMaryland Marketplace Advantage (see RFP **Section 4.2**).
- M. Key Personnel – All CM Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP **Sections 2.2**.
- N. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- O. MSA – Maryland Stadium Authority
- P. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

- Q. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- R. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- S. NTP Date – The date specified in an NTP for work on Contract, project, Task Order or Work Order to begin.
- T. Offeror – An entity that submits a Proposal in response to this RFP.
- U. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**) and is the only MSA representative who can authorize changes to the Contract. The MSA may change the Procurement Officer at any time by written notice to the CM.
- V. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- W. Request for Proposals (RFP) – This Request for Proposals issued by the MSA, with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- X. State – The State of Maryland.
- Y. Total Proposal Price - The Offeror’s total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.