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Addendum No. 1

To Offerors:

**Request for Proposals
Architectural/Engineering Services
Department of Legislative Services
Building Improvements**

Date Issued:

July 29, 2019

This addendum is hereby made part of the Request for Proposals dated July 10, 2019, on the subject work as though originally included therein. The following amendments, additions, and/or corrections shall govern this solicitation.

This addendum incorporates the following items:

1. A copy of the pre-proposal conference attendee list is attached hereto.
2. A copy of the pre-proposal power point presentation is attached hereto.
3. A copy of the redlined (marked) version of the RFP is attached hereto, along with an unmarked version of the document that reflects the revisions to the RFP indicated in the redlined version.

Note: All addenda must be acknowledged by the Offeror in the Technical Proposal.

Yamillette Waite
Procurement Officer

End of Addendum 1

Department of Legislative Services Building Improvements RFP - Architectural/Engineering Services
Pre- Proposal Conference
July 23, 2019

First Name	Last Name	Email	Job Title	Company	Signature
Dimitrios	Frantzis	dfrantzis@af-engineers.com	Principal	A+F Engineers structural MBE WBE	
Thomas	Raul	traul@albrechtengineering.com	Marketing Coordinator	Albrecht Engineering, Inc.	
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Rachel	Hare	Rhare@ceiengineering.com	Marketing Coordinator	Carroll Engineering, Inc.	
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Department of Legislative Services Building Improvements RFP - Architectural/Engineering Services
Pre- Proposal Conference
July 23, 2019

First Name	Last Name	Email	Job Title	Company	Signature
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Department of Legislative Services Building Improvements RFP - Architectural/Engineering Services

Pre- Proposal Conference

July 23, 2019

First Name	Last Name	Email	Job Title	Company	Signature
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Department of Legislative Services Building Improvements RFP - Architectural/Engineering Services

Pre- Proposal Conference

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MARYLAND STADIUM AUTHORITY

Request for Proposals for Architecture/Engineering Services

Department of Legislative Services Building Improvements

Pre-Proposal Conference

July 23, 2019

POINT OF CONTACT

Yamillette Waite

Maryland Stadium Authority

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Baltimore, Maryland 21201

Telephone: 410.223.4103

Email: ywaite@mdstad.com

Yamillette Waite, New Procurement Officer

Per Addendum No. 1 to this RFP

PROJECT TEAM

- **The Maryland Stadium Authority**
- **Department of Legislative Services**
- **Construction Manager (Future Procurement)**

KEY DATES

Activity	Date
Request for Proposal (RFP) Release	July 10, 2019
Pre-Proposal Conference	July 23, 2019
Proposer Questions Due	August 6, 2019
Technical Proposals Due	August 30, 2019
Interviews	Week of September 9, 2019
Financial Proposals Due	Late September 2019
Anticipated Start Date	November 6, 2019

MARYLAND STADIUM AUTHORITY

- ❖ **Established by the Maryland General Assembly in 1986.**
- ❖ **Original mission was to build, manage, and maintain quality facilities to retain major league baseball, and return NFL football to Maryland.**
- ❖ **Legislation enacted in 1987 approved Camden Yards as the site for the new stadium complex and granted MSA administrative and operational powers.**
- ❖ **Pursuant to MD Code Ann., Econ. Dev. §10-622, the Authority is authorized, among other things, to prepare studies and design projects for political subdivisions of the State.**

SCOPE OF WORK OVERALL

- ❖ **Programming & Due Diligence**
- ❖ **Study Design**
- ❖ **If constructed, the contract with the A/E may be modified to include the Project Design and Construction Administration services.**

SCOPE OF WORK

PROGRAMMING AND DUE DILIGENCE

❖ **Programming & Due Diligence includes:**

- ❖ *Understanding the Facility Program Manual and Conditions Report outlined in Sections C.2 and C.3 of the RFP*
- ❖ Program work shall evaluate the following project execution scenarios at a minimum:
 - ❖ Renovation and/or expansion of existing facility
 - ❖ Razing and re-building the facility
- ❖ Information gathering:
 - ❖ Conduct interviews with key stakeholders identified by MSA and DLS
 - ❖ In consultation with the MSA and DLS:
 - ❖ Develop and distribute a survey, questionnaire, or other written information gathering tool
 - ❖ Identify qualitative and quantitative problems
 - ❖ Identify factors that influence the existence or extent of these problems
 - ❖ Identify consequences of these problems
 - ❖ Ascertain relationships of spaces for the various purposes (space adjacencies);
 - ❖ Determine number of square feet per person or purpose for the spaces
 - ❖ Ascertain equipment and utility requirements; Storage requirements
 - ❖ Access requirements, including ADA compliance issues
 - ❖ Determine technical, mechanical, electrical, security or other issues unique to the Building's use
 - ❖ Understand DLS' objectives and goals for the renovation or construction
 - ❖ Understand DLS' project timetable and limits, criteria and requirements for project budget
 - ❖ Understand other design criteria that may affect architectural programming

SCOPE OF WORK

PROGRAMMING AND DUE DILIGENCE (CON'T)

- ❖ **Prepare and update a master project schedule for:**
 - ❖ Programming effort
 - ❖ Each project execution scenario
- ❖ **Provide a cost estimate for each project execution scenario**
- ❖ **Supplemental Services** (as deemed necessary by A/E)
 - ❖ Site Development/Planning Building/Infrastructure Analysis
 - ❖ Environmental Impact Analysis
 - ❖ Archaeological Impact Studies
 - ❖ Geotechnical Analysis/Engineering
 - ❖ Traffic Studies (Pedestrian and Vehicular)
 - ❖ Blocking/ Stacking and Engineering System Studies

SCOPE OF WORK

STUDY PHASE DESIGN

❖ **Study Design Phase services include:**

- ❖ Advancing the design of the project execution scenario approved by MSA and DLS during the Programming and Due Diligence Phase to a level between Conceptual Design and Schematic Design.
- ❖ Updating the cost estimate provided in the Program Document to produce a reasonable and reliable estimate of the expected cost of construction and the overall project budget.
- ❖ Updating the project schedule provided in the Program Document.
- ❖ Updating studies and/or reports produced in the Programming & Due Diligence phase.
- ❖ Supporting DLS and MSA in the establishment of project budgets.
- ❖ Value engineering.
- ❖ Quality assurance.

SCOPE OF WORK PROJECT DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

- ❖ **Project Design and Construction Administration services include:**
 - ❖ **Schematic Design Phase**
 - ❖ Cost estimating
 - ❖ **Design Development Phase**
 - ❖ Cost estimating
 - ❖ **Construction Documents Phase**
 - ❖ Cost estimating
 - ❖ **Bidding or Negotiating Phase**
 - ❖ **Construction Phase**

MINIMUM QUALIFICATIONS

- ❖ **Architectural and/or engineering firm that has members registered to practice architecture in the State of Maryland.**
- ❖ **Been in business for at least five (5) years.**
- ❖ **Experience providing programming services for government/commercial clients**
- ❖ **Substantial design experience related to complex renovations/additions and/or replacements of structures located in compact settings**
- ❖ **Experience in innovative design methods to meet the Project goals of maintaining facility operations during construction; maintaining/improving building efficiencies, cost containment, and value engineering strategies.**
- ❖ **Experience with projects that utilized the Construction Manager at Risk, or similar, delivery method.**
- ❖ **Has the ability to meet the insurance coverage requirements outlined herein.**

MINORITY BUSINESS ENTERPRISES

- ❖ **MBE forms must be submitted by short-listed Offerors with their Financial Proposals**
- ❖ **No MBE participation goal for the Programming and Due Diligence Phase. For the Study Design: A minimum overall MBE subcontract participation goal of thirty-one percent (31%) with subgoals of 6% (six percent) for African-American owned firms, 2% (two percent) for Hispanic-American owned firms, and 9% (nine percent) for Women-owned firms. If firm is awarded the Project Design Phase, the same MBE commitment will apply. At that point, the AE firm can request amendments to the MBE schedule based on changes in the work, etc. as provided by applicable regulations.**
- ❖ **All subcontractors named by the Offeror as part of their MBE Schedule must be certified with the Maryland Department of Transportation (MDOT).**
- ❖ **Offerors' submissions must also include the MBE subcontractor's MDOT certification number & NAICS product and service description to be performed. It must be submitted with the Financial Proposal.**
- ❖ **For information on certified MBE firms, the directory is available at <http://mdot.state.md.us>. Select the MBE Program label at the left side of the website.**
- ❖ **The most current and up- to-date information on MBEs is available at this website. The Governor's Office of Minority Affairs has issued a Q&A regarding counting participation by MBE primes. Information is available on GOMA's website (<http://goma.maryland.gov/Pages/Reporting-Tool-MBE.aspx>).**

PROPOSAL SUBMISSIONS

- ❖ **Solicitation will follow a multi-step process to select the successful Offeror.**
 - ❖ **Step 1** - Submission of Technical Proposal
 - ❖ **Step 2** - Oral Presentations (short-listed firms only)
 - ❖ **Step 3** - Submission of Financial Proposal (per MSA request only)
 - ❖ **Step 4** - Award of Contracts
- ❖ **Submitted no later than 11:00 a.m. (Local Time) August 30, 2019 in order to be considered.**
 - ❖ Technical proposals must be submitted electronically via the link provided via Addendum.
- ❖ **See Section 4.3 for format requirements.**
- ❖ **Technical Volume: Required submissions**
 - ❖ Bid Affidavit
 - ❖ Conflict of Interest Disclosure
- ❖ **Financial Volume: *(to be submitted at later date)***
 - ❖ Pricing Form (Financial Proposal – Attachment A)
 - ❖ MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule

TECHNICAL PROPOSAL FORMAT

- ❖ **Transmittal Letter**
- ❖ **Title and Table of Contents**
- ❖ **Executive Summary**
- ❖ **Experience and Qualifications**
- ❖ **Architect-Engineer Qualifications (Attachment E)**
 - ❖ Include key subcontractors and/or consultants that will participate in each of the two (2) potential design scenarios.
 - ❖ Organizational Chart
 - ❖ Resumes of Key Personnel
 - ❖ Example Projects
 - ❖ Small Business Status
- ❖ **Insurance**

TECHNICAL PROPOSAL FORMAT (CON'T)

❖ **Work Plan**

- ❖ **Staffing Plan (Attachment F)**
- ❖ **Conceptual CPM Schedule**
- ❖ **Descriptive Summary of Offeror's Approach**
 - ❖ Programming
 - ❖ Design Management
 - ❖ Project Challenges to:
 - ❖ Renovate and/or Expand the existing Department of Legislative Services Building
 - ❖ Raze and Re-Build the Department of Legislative Services Building

TECHNICAL PROPOSAL FORMAT (CON'T)

❖ **Work Samples**

- ❖ **Programming documents**
- ❖ **Cost estimates**

❖ **Required Submissions**

- ❖ **Bid/Proposal Affidavit (Attachment A)**
- ❖ **Conflict of Interest information/affidavit and disclosure (Attachment B)**

EVALUATION CRITERIA

- ❖ **Selection Committee will review the Offerors' Technical Proposals upon submission.**
 - ❖ Short-listed firms may be requested to participate in an oral presentation per Section 1.11 of the RFP.
 - ❖ Shortlisted firms will be requested to respond to a Request for Financial Proposal.
- ❖ **Award will be made to the Offeror deemed to provide the best value (Technical and Financial) to the Project as determined by the Selection Committee.**

Questions

- ❖ **All questions regarding the RFP must be submitted to the Procurement Officer in writing prior to the deadline given for questions in order to receive an official response from the Maryland Stadium Authority. Only responses provided in writing by the Maryland Stadium Authority will be considered official answers to questions regarding this RFP.**
 - ❖ **Due Date: August 6, 2019 at 3:00 p.m.**
 - ❖ **All questions must be submitted electronically via the link that will be provided via Addendum.**
- ❖ **Addenda will be posted in eMMA, MSA's website, and will be sent via GovDelivery to everyone who participated in this pre-proposal. Please check your junk/spam folders and update your e-mail settings to ensure that you receive MSA Contracting GovDelivery e-mails.**

SITE VISIT / FACILITY TOUR



Maryland Stadium Authority

**Request for Proposals
Architectural/Engineering Services
Department of Legislative Services Building Improvements**

**Issue Date:
July 10, 2019**

**KEY INFORMATION SUMMARY SHEET
MARYLAND STADIUM AUTHORITY**

Department of Legislative Services Building Improvements

Request for Proposals

Architectural/Engineering Services

RFP Issue Date:	Wednesday, July 10, 2019
Procurement Officer:	Al Tyler <u>Yamillette Waite</u> Maryland Stadium Authority 351 West Camden Street, Suite 500 <u>300</u> Baltimore, Maryland 21201
Procurement Method:	Competitive Sealed Proposals
Pre-Proposal Conference:	Tuesday, July 23, 2019 @ 11:00 a.m. Department of Legislative Services 90 State Circle Annapolis, Maryland 21401
Closing Date and Time (Local Time):	
Technical Proposal:	Friday, August 30, 2019 @ 11:00 am
Financial Proposal:	TBD

TABLE OF CONTENTS

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SECTION 2 OFFEROR'S QUALIFICATIONS

SECTION 3 PURPOSE AND SCOPE OF WORK

SECTION 4 PROPOSAL SUBMISSION AND REQUIREMENTS

SECTION 5 EVALUATION CRITERIA AND SELECTION PROCEDURE

ATTACHMENTS

A. BID/PROPOSAL AFFIDAVIT

B. CONFLICT OF INTEREST INFORMATION/AFFIDAVIT AND DISCLOSURE

C. PROJECT INFORMATION:

C.1 - DLS Renovation Project Renovated Building Maps

C.2 - Building Conditions Assessment dated October 30, 2018
prepared by Wheeler Goodman Masek

C.3 - State of Maryland Facility Program Manual dated July 2017

D. MBE INSTRUCTIONS AND FORMS

E. ARCHITECT – ENGINEER QUALIFICATIONS (SF330)

F. STAFFING PLAN

G. SAMPLE CONTRACT: ARCHITECT AGREEMENT FOR DESIGN SERVICES

H. SAMPLE REQUEST FOR FINANCIAL PROPOSAL

I. CONTRACT AFFIDAVIT

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SECTION 1

GENERAL INFORMATION

1.1 Summary Statement

The Department of Legislative Services (“**DLS**”) has engaged the Maryland Stadium Authority (“**MSA**”) to oversee and manage improvements to its headquarters building in Annapolis, Maryland (hereinafter the “**Project**”).

Through this solicitation, MSA is seeking a highly qualified Architect/Engineer (“**A/E**”) firm to provide the Programming, Due Diligence and Study Design services described in Sections 3.3 and 3.4 of this Request for Proposal (the “**RFP**”). During this phase of the Project, the A/E will work closely with MSA and other Project Team members in the analysis of the overall viability of the Project.

If constructed, MSA anticipates that the Project will be designed and built under a guaranteed maximum price via the Construction Manager at Risk method. In which case, the contract with the A/E selected through this solicitation may be modified to include the Project Design and Construction Administration services described in Section 3.5 of the RFP.

1.2 Abbreviations and Definitions

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

1. **A/E** - Means the Architect/Engineer Offeror selected pursuant to the requirements and procedures contained in the RFP.
2. **Client** – Maryland Department of Legislative Services (DLS)
3. **COMAR** - Code of Maryland Regulations (available at www.dsd.state.md.us).
4. **Conditions Report** – Means the Building Conditions Assessment issued by DGS on September 28, 2018 (revised October 30, 2018). DLS Renovation Project Renovated Building Maps document included as Attachment C.1; the Building Conditions Assessment dated October 30, 2018 prepared by Wheeler Goodman Masek included as Attachment C.2
5. **Construction Manager (CM)** – A third party engaged by the MSA to provide pre-construction and construction management services.
6. **Contract** - The contract or agreement entered into between MSA and the selected Offeror responding to the RFP. The Contract will include all general MSA terms and conditions and will incorporate the entire RFP, including any amendments or addenda and all or indicated portions of the selected Offeror’s proposal. A sample contract is attached hereto as Attachment G.

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7. **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 conditions, monitoring this Contract to ensure compliance with terms and conditions, monitoring this Contract to ensure compliance with the terms and conditions of the Contract and to assist the consultant in achieving on/budget on/ time target (e.g., within scope) completion of the Contract requirements. MSA may change the CA at any time by written notice to the Consultant.
8. **DLS** – Maryland Department of Legislative Services (<http://dls.maryland.gov/>)
9. **eMMeMMA** - eMaryland Marketplace (<https://emaryland.buyspeed.com>)-**Advantage** (<https://procurement.maryland.gov/>).
10. **Local Time** - Time in the Eastern Time Zone as observed by the State.
11. **MBE** - Minority Business Enterprise certified by the Maryland Department of Transportation (MDOT)
<http://www.mdot.maryland.gov/newMDOT/MBE/Index.html>.
12. **MSA** - Maryland Stadium Authority (www.mdstad.com).
13. **MSA Business Hours** - 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays.
14. **MSA Procurement Policies** - MSA procurement policies and procedures (available at www.mdstad.com/contracting).
15. **Notice to Proceed (NTP)** – A formal notification issued by the Procurement Officer that directs the Consultant to perform work and establishes the date on which the work is to commence on a Project.
16. **Offeror** - An entity that submits a Proposal in response to this RFP.
17. **Procurement Officer (PO)** - The MSA representative responsible for this RFP. MSA may change the Procurement Officer at any time and will provide written notice to the Offerors of any such change.
18. **Project** – The Department of Legislative Services Headquarters Building
19. **Project Manager (PM)** - The MSA representative that is primarily responsible for monitoring the daily activities of the Contract and for providing technical assistance to the Consultant.

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20. **Program Manual** – Means the Facility Program Manual by the State of Maryland dated July 2017 (or as amended prior to an award under the RFP) available at: <https://dbm.maryland.gov/budget/Documents/capbudget/Instructions/facilityprogram.pdf> and included as **Attachment C.3**.

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21. **Project Team** – Includes MSA, DLS, MSA's CM and any other consultant or government agency MSA may engage.

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22. **Proposal** - The technical and financial responses to this RFP.

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23. **Proposal Submission Deadline** – means Friday August 30, 2019 at 11:00 a.m.

24. **Selection Committee** - The representatives responsible for evaluating the Proposals as described in Section 5 of the RFP.

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1.3 Contract Type

The contract that results from this RFP will be a professional services contract. A sample copy of the contract is attached hereto as **Attachment G**.

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1.4 Contract Duration

The term of the Contract will be for a period necessary to complete the scope of work and as agreed upon by MSA and the A/E. Note that Offerors are to include a detailed schedule for completion of the work based on the scope set forth in the RFP.

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1.5 Procurement Officer

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

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~~Al Tyler~~
~~Yamillette C. Waite~~ Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Telephone: 410-223-~~4141~~ Email:-
~~atyler@mdstad.com~~4103
Email: ywaite@mdstad.com

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

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1.6 Contract and Project Manager

The Contract and Project Manager is:

Al Tyler
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Telephone: 410-223-4141
Email: at Tyler@mdstad.com

MSA may change the Contract Manager and Project Manager at any time by providing written notice to the A/E.

1.7 Pre-Proposal Conference and Site Visit

A Pre-Proposal Conference will be held on **Tuesday, July 23, 2019 at 11:00 a.m. (Local Time)** at the Pre-Proposal Conference location identified on the Key Information sheet.

Interested Offerors must pre-register with Malaika Damon at mdamon@mdstad.com by 12:00 noon (Local Time) on Friday, July 19, 2019 in order to participate.

1.8 ~~e-Maryland Marketplace (eMM) and~~ eMaryland Marketplace Advantage (eMMA)

In order to receive a contract award, a vendor must be registered on ~~eMM~~eMMA. Registration is free. ~~The Go to the following link to register can be found at:~~ <http://emaryland.buyspeed.com> ~~https://procurement.maryland.gov/~~. Click on "Registration" to begin the process and follow the prompts.

eMaryland Marketplace (eMM) is being replaced ~~by eMaryland~~by eMaryland Marketplace Advantage (eMMA) on or about July 22, 2019. All vendors registered in eMM are required to register with the new eMMA system. The link to complete a brief Vendor Information Questionnaire is https://www.surveymonkey.com/r/Maryland_eMMA. The information provided will serve as the preliminary registration in the new system. When eMMA is launched, the system will provide notification along with a temporary user name and password to log into the new system and complete the user profile. Additional contacts may be added at that time. Questions or concerns to should be directed to central.procurement@maryland.gov.

1.9 Questions

Questions ~~may regarding this RFP shall~~ be submitted electronically in Word or PDF formats via email to the ~~Procurement Officer~~following upload link no later than **3:00 p.m. (Local Time) on Tuesday, August 6, 2019**. ~~Time permitting, and at:~~ <https://mdstad.sharefile.com/r-rc5f9108fbab42ac8>

~~Please include information regarding the Procurement Officer's discretion, responses to emailed questions mayname of the firm, representative's name, and contact information. Based on the availability of time to research and communicate an answer, the Procurement~~

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~~Officer will decide whether an answer can be given prior to the Proposal Submission Deadline before the proposal closing date. Answers to all substantive questions that have not previously been answered, and are not clearly specific to the requestor, will be responded to via addendum to the RFP.~~

1.10 Technical Proposals - Closing Date and Time

~~To be considered, Technical Proposals must be received by uploaded to the Procurement Officer at the address listed in Section 1.5~~

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and on the Key Information Summary Sheet following link no later than the Proposal Submission Deadline in order to be considered. **August 30, 2019 at 11:00 a.m. (Local Time);**

<https://mdstad.sharefile.com/r-r2cd40da21c84622b>

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~~Requests for extension of this date and/or time will not be granted. Offerors mailing Proposals should allow sufficient mail delivery/electronic transmission time to ensure timely receipt by the Procurement Officer of their proposals. Proposals received by the Procurement Officer MSA after the Proposal Submission Deadline deadline will not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals will not be reviewed publicly.~~

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1.11 Oral Presentations

Short-listed Offerors may be required to make oral presentations to the Selection Committee. Significant representations made by an Offeror during the oral presentation must be confirmed in writing. All such representations will become part of the Offeror's Proposal and are binding if a Contract is awarded. ~~as a result of the RFP, Oral presentations, if necessary, will be held after the Proposal Submission Deadline. MSA has are tentatively identified scheduled for the week of September 9, 2019 for oral presentations.~~

Typically, oral presentations will follow a specified format and generally be limited to one (1) hour. The Procurement Officer will notify the short-listed Offeror with details and instructions prior to the presentations.

The presentation may include, but not be limited to, the following items:

- Description of how the Offeror plans to meet the identified requirements in the RFP;
- Experience and capabilities;
- Description of the Offeror's organization;
- Description of references and the scopes of services provided to client references.

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1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the Proposal Submission Deadline or a request for Best and Final Offers ("BAFO"). This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

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1.13 Proposal Affidavit

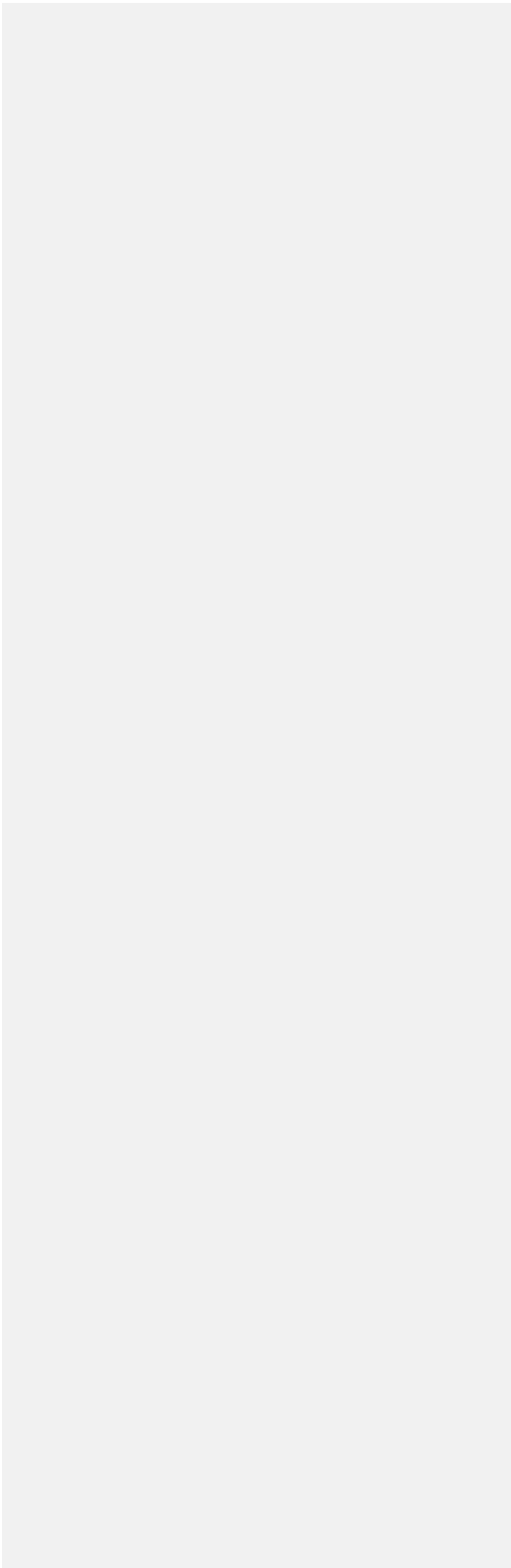
A completed Bid/Proposal Affidavit (attached hereto as **Attachment A**) must accompany the Proposal submitted by an Offeror.

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1.14 Contract Affidavit

Offerors are advised that if a contract is awarded as a result of this RFP, the successful

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Offeror will be required to provide a completed a Contract Affidavit (attached hereto as Attachment I) within five (5) business ~~days~~after days after notification of proposed contract award.

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1.15 Procurement Method

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

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1.16 Arrearages

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

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1.17 Revisions to the RFP

If it becomes necessary to revise this RFP before the Proposal Submission Deadline, amendments will be posted to ~~eMMA~~eMMA and on MSA's website. Amendments posted after the Proposal Submission Deadline will be sent only to those Offerors who submitted a responsive and timely proposal.

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Acknowledgment of the receipt of all amendments to this RFP issued before the Proposal Submission Deadline must accompany the Offeror's Technical Proposal as identified in Section 4. Acknowledgement of the receipt of amendments to the RFP issued after the Proposal Submission Deadline shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.18 Cancellations; Discussions

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

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1.19 False Statement

MSA incorporates by reference the provisions of Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland regarding truthfulness in

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the information included in the contract documents. Offerors shall comply with the obligations set forth therein, including, without limitation, the following:

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; or,
 - C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
2. A person may not aid or conspire with another person to commit an act under subsection of this section.
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 years or both.

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1.20 Minority Business Enterprise

~~The State of Maryland's current MBE participation goal for this RFP is No MBE participation goal was set for the Programming and Due Diligence Phase. For the Study Design, and Project Design and Construction Administration phases, an MBE participation goal was established at thirty-one percent (31%) with sub goals of 6% African American, 2% Hispanic and 9% Woman Owned business. As further explained in Please refer to the Sample Request For Financial Proposal attached hereto as Attachment H, the goal is applicable to the Study Design and Project Design and Construction Administration scope of work items.~~

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~~The Governor's Office of Small, Minority, & Women Business Affairs has issued guidance regarding MBE participation sub goals (<http://goma.maryland.gov/Pages/Reporting-Tool-MBE.aspx>). To identify any MBE sub consultants used in All subconsultants named by the Project, including their MDOT certification number as well as the NAICS description Offeror as part of the services to be performed. All MBE sub consultants its MBE Schedule, must be certified with the Maryland Department of Transportation (MDOT).~~

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~~hereinafter "MDOT"). Offerors' submissions must also include the MBE subconsultant's MDOT certification number as well as the North American Industry Classification System (hereinafter "NAICS" code) product and service description to be performed. The forms (with instructions) that are required for submissions in response to this the RFP are attached hereto as Attachment D. For information on certified MBE firms, the directory is available at <http://mdot.state.md.us>. Select the MBE Program label at the left side of the website. The most current and up-to-date information on MBEs is available at this website. certified MBE firms is available on MDOT's directory: <http://mdot.state.md.us>. The Governor's Office of Minority Affairs of Small, Minority & Women Business Affairs (hereinafter "GOMA") has issued a Q&A regarding counting participation by MBE primes. Information is available by selecting this link: <http://goma.maryland.gov/Documents/MBE-Toolkit/MBEPrimeRegulation-QA.pdf> Please refer to GOMA's website (<http://goma.maryland.gov>).~~

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1.21 Incurred Expenses; Economy of Preparation

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Neither MSA nor the Client is responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration or in performing any other activities relative to this RFP. Proposals should be prepared simply and economically, providing a straightforward, concise description of how the Offeror proposes to meet the requirements of this RFP.

1.22 Protests/Disputes

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Any protest or dispute related to this RFP will be subject to Section 10 of MSA's Procurement Policies and Procedures and the relevant provisions of the Contract. MSA's Procurement Policies are available for review on MSA's website at www.mdstad.com/contracting or may be ~~obtained by~~ obtained by contacting the Procurement Officer.

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1.23 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification ~~of those of those~~ portions of the Proposal that it considers confidential, proprietary commercial information or trade secrets, and provide written justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed.

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1.24 Offeror Responsibilities

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

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1.25 Patents, Copyrights, and Intellectual Property

1. If the A/E furnishes any design, device, material, process ~~or other or other~~ item that is covered by a patent or copyright or that is proprietary to or a trade secret of another, it shall obtain the necessary permission or license to permit MSA or the Client to use such item.
2. The A/E will defend or settle, at its own expense, any claim or suit against MSA and the Client alleging that any such item furnished by the A/E infringes any patent, trademark, copyright, or trade secret. ~~If a~~ If a third party claims that a product infringes that party's patent, trademark, copyright or trade secret, the A/E will defend MSA and the Client against that claim at the A/E's expense and will pay all damages, costs, and ~~attorneys attorney's~~ fees that a court finally awards, provided MSA and the Client:
 - (i) promptly notifies the A/E in writing of the claim; and
 - (ii) allows the A/E to

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control and cooperates with the A/E in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in the

next paragraph.

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

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1.26 Non-Availability of Funding

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

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1.27 Financial Disclosure

The A/E shall comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall, within 30 days after the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of the State of Maryland ~~certain specified~~certain specified information to include disclosure of beneficial ownership of the business.

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1.28 Non-Exclusive Use

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

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1.29 Sustainability Policies

MSA is committed to procuring all supplies, services, maintenance, construction, and architect-engineer services in a manner consistent with the promotion of sound

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environmental practices. All goods and services provided in response to this solicitation shall conform to those environmental standards.

1.30 Payments by Electronic Fund Transfer

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office ~~grants an~~ grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000.

The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business ~~identification information~~ 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/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf. After award, the form must be submitted directly to the Comptroller's Office. Please do not submit these ~~formsto~~ forms to MSA.

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1.31 Confidentiality

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

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1.32 Loss of Data

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

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§ 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this procurement, shall, during the pendency and term of a resulting Contract, and while serving as an official or employee of the State, become or be an employee of the A/E or any entity that is a sub consultant on said Contract.

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1.34 Nondiscrimination in Employment

The A/E agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause sub consultants to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

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1.35 Contingent Fee Prohibition

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

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1.36 Political Contribution Disclosure

The A/E shall comply with Election Law Article, §§14-101 to 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

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1.37 Verification of Registration and Tax Payment

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West

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Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the issuance date of this RFP. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award under this RFP. Prior to contract award under this RFP, the selected firm, including the joint ventures, must provide a Certificate of Good Standing from the Maryland State Department of Assessments and Taxation.

1.38 Maryland Law

This RFP shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

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1.39 General Insurance Requirements

1. The amount of insurance coverage specified herein shall be the minimum amount of insurance available to satisfy claims. The A/E shall purchase and maintain such insurance with a minimum of the limits of liability as specified herein, as otherwise specified by the Procurement Officer with respect to a particular Project, or as required by law, whichever is greatest. 3A policy is not acceptable if it allows the costs associated with investigating, managing, or defending against any claim or any other costs incurred by the insured or the insurer to be deducted from the policy limits.

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2. Required insurance shall be purchased from and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Insurance companies providing coverage as required herein shall have an AM Best rating of A-VII or better. All policies must be on a primary basis. All policies, except Professional Liability and Workers' Compensation, shall name MSA and the CLIENT as "Additional Insured."

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3. A/E shall be responsible for the maintenance of this insurance regardless of whether the work is performed directly by the A/E, by any sub consultant, by any person employed by the A/E or any sub consultant, or by anyone for whose acts the A/E may be liable.

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4. TORT CLAIMS ACTS. The A/E agrees, for itself and for its insurers, that neither A/E nor its insurers may raise or use in the adjustment of claims or in the defense of suits against MSA and/or the CLIENT, any immunity from or limitation of liability for torts (including under the Maryland Tort Claims Act and/or the Maryland Local Government Tort Claims Act) unless requested by the MSA.

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5. The MSA prefers that all liability insurance policies (whether for professional liability, commercial general liability, business automobile liability, excess and/or umbrella liability, employer liability, or otherwise) be written on an "occurrence basis." However, if any liability insurance policy is on a "claims made" basis, the insurance must be maintained for a period of no less than ten (10) years after the end of the term of the Contract and the retroactive date must be listed as prior to or on the date on which the Contract is executed. If the policy is scheduled to be cancelled, not renewed, or not replaced prior to the expiration of such ten (10) year period, then prior to such

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cancellation, nonrenewal, or non-replacement, the A/E must purchase an Extended Reporting Coverage (Tail) to cover the exposures past the cancellation, termination, or expiration date, as applicable.

6. No acceptance and/or approval of any insurance by the MSA shall be construed as relieving the A/E, or the surety or bond, if any, from any liability or obligation imposed upon any of them by the Contract.

1.40 Project Specific Insurance Requirements

1. Professional Liability (PL) Insurance

- A. The minimum PL insurance coverage limits for the project is \$1 million per \$10 million of Project Value.
- B. The A/E shall obtain and maintain, from and after the date of the Contract, Professional Liability (PL) Insurance to protect MSA and the CLIENT from damages arising from, and against liability for, errors and omissions in design work performed by the A/E or any member of the A/E's team providing professional architectural and engineering design services.
- C. The A/E shall furnish evidence demonstrating that the limits of coverage stated above are available and unencumbered by previous losses on the policy. During the Contract term, if the available limits in aggregate fall below 50%, the A/E shall notify the Procurement Officer and take action promptly to restore the limits to the required level.
- D. Deductibles shall be the responsibility of the A/E and may not exceed \$25,000 without prior approval by the Procurement Officer.
- E. There shall be no exclusion for environmental claims arising out of the performance of the professional services.
- F. Firms performing work under a joint venture agreement must furnish evidence in the form of an endorsement by the insurer that the joint venture is insured under the policy.

2. Commercial General Liability (CGL) Insurance

The A/E shall obtain and maintain, from and after the date of the Contract, insurance coverage for general liability claims (including, but not limited to, claims for bodily injury and property damage, including loss of use) arising from the operations of the A/E, sub consultants, and suppliers that satisfies the following requirements:

- A. Commercial General Liability (CGL) insurance is to be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent.

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- B. Minimum coverage limits of: \$2,000,000 as a per occurrence limit;
1. \$4,000,000 as a general aggregate limit (applied separately to claims arising from the A/E's performance under the Contract); and \$4,000,000 as a products/completed operations limit.
- C. Both the MSA and the Client shall be added as Additional Insureds by additional insured endorsements ISO CG-20-10 and CG-20-37 or their equivalents.
- D. The CGL insurance policy shall include waivers of subrogation in favor of MSA and the Client.
- E. The CGL insurance policy shall be primary and noncontributory with respect to the coverage afforded to MSA and the Client.
- F. The CGL insurance policy shall not contain any exclusion for: X, C and/or U hazards; third party actions over claims; or punitive damages.
- G. The CGL insurance policy shall include Blanket Written Contractual Liability covering all contractual liabilities and indemnities assumed by the A/E pursuant to the Contract.
- H. The CGL insurance policy shall also include the following extensions:
1. The general aggregate limit shall apply separately to the Contract;
 2. Premises/Operations;
 3. Actions of independent consultants;
 4. Products/Completed Operations to be maintained for at least two (2) years after the expiration or termination of ~~the~~ Contract;
 5. Personal injury liability including coverage for offenses related to employment and for offenses assumed under the Contract (including deletion of any standard employment and/or contractual exclusions if contained in the personal injury coverage section); and
 6. If a Project encroaches within fifty (50) feet of the centerline of a railroad, the CGL insurance policy shall include ISO Endorsement CG-24-17 or its equivalent prior to the A/E beginning any work on such Project.

3. Automobile Liability

The A/E shall obtain and maintain, from and after the date of the Contract, insurance coverage for third party legal liability claims arising from bodily injury and/or damage to property of others resulting from the ownership, maintenance, or use of any motor vehicle (whether owned, hired, or not owned), both on-site and off-site. Such Business Automobile Liability (BAL) insurance shall also include coverage against uninsured motorists and automobile contractual liability. The BAL insurance shall satisfy the following requirements:

- A. Minimum \$2,000,000 combined single limit on coverage.
- B. The BAL insurance policy shall include waivers of subrogation in favor of MSA.

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C. The BAL insurance policy shall name both MSA and the Client as Additional Insureds.

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D. If a Project encroaches within fifty (50) feet of the centerline of a railroad, the BAL insurance policy shall include ISO Endorsement CA-20-70 or its equivalent prior to the A/E beginning any work on such -Project.

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4. Workers Compensation and Employers Liability

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

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A. The A/E shall provide Workers Compensation coverage for all employees and require that their sub consultants provide Workers Compensation coverage for all their employees in accordance with the statutory requirements of the jurisdiction in which the work is being performed.

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B. The policy shall provide for both Workers Compensation coverage ("Part A") and Employers Liability coverage ("Part B").

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C. The minimum limits of coverage for Part A (Workers Compensation) shall be in accordance with the statutory requirements of the jurisdiction in which the work is being performed. The minimum limits of coverage for Part B (Employers Liability) shall be \$1,000,000 for each accident, \$1,000,000 ~~for~~ for each employee, and a \$1,000,000 aggregate policy limit for disease.

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D. Part B (Employers Liability) of such insurance policy shall include waivers of subrogation in favor of MSA and the Client. Both MSA and the Client shall be named as Additional Insureds with respect to Part B (Employers Liability).

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5. Excess Liability / Umbrella Liability

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

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A. Unless otherwise specified by the Procurement Officer, the required minimum coverage limits for such insurance is \$5,000,000.

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B. Both MSA and Client shall be named as Additional Insureds with respect to such excess/umbrella liability insurance.

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C. The excess/umbrella liability insurance policy shall include waivers of subrogation in

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favor of MSA and the Client.

- D. The excess/umbrella liability insurance shall be primary and noncontributory with respect to the coverage afforded to both MSA and the Client.

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1.41 MBE and Prevailing Wage Compliance System

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

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SECTION 2

OFFEROR QUALIFICATIONS

2.1. Qualifications

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

1. Be an architectural and/or engineering firm that has members registered to practice architecture in the State of Maryland;
2. Has been in business for at least 5 years;
3. Has experience in providing programming services for government/commercial clients;
4. Has substantial experience related to complex renovations/construction of structures located in compact settings;
5. Has experience in innovative design methods to meet the Project goals of maintaining the full operation of all surrounding buildings during construction; maintaining/improving building efficiencies, cost containment, and value engineering strategies;
6. Has experience with projects that utilized the Construction Manager at Risk, or similar, delivery method; and
7. Has the ability to meet the insurance coverage requirements outlined herein.

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SECTION 3

PURPOSE AND SCOPE OF WORK

3.1. Purpose

MSA is issuing this RFP to contract with a highly qualified A/E firm to provide Programming & Due Diligence and Architecture and Engineering services necessary to complete the Project.

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3.2. Scope Overview

As indicated in Section 1.1, the Department of Legislative Services (DLS) has engaged MSA to oversee and manage improvements to the DLS headquarters building in Annapolis, Maryland. MSA and DLS anticipate the Project will be accomplished over three phases: (i) Programming and Due Diligence; (ii) Study Design; and (iii) Project Design and Construction Administration.

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The A/E selected through this procurement will work closely with the Project Team to provide the Programming and Due Diligence to aide MSA and DLS in selection of a facility program (the "Facility Program") to move toward design and ultimately, construction. Upon selection and approval of MSA and DLS of a Facility Program, the A/E will continue to work closely with the Project Team on Study Design services as described in this Section 3.

3.2.1 Project Design and Construction Administration

If constructed, MSA anticipates that the Project will be designed and built under a guaranteed maximum price via the Construction Manager at Risk method. In which case, the contract with the A/E may be modified to include the Project Design and Construction Administration services described in Section 3.5. MSA will also procure the services of a Construction Manager to provide Preconstruction and Construction Management services. Samples of MSA's Construction Manager Agreements are available upon request.

Work on this contract is anticipated to start on November 6, 2019.

3.3. Scope of Work – Programming and Due Diligence

1. Program Manual

- A. The A/E shall be familiar with the requirements, standards and criteria set forth in the Program Manual:
(<https://dbm.maryland.gov/budget/Documents/capbudget/Instructions/facilityprogmanual.pdf>).
- B. A/E shall understand the requirements set forth in the Program Manual for *New Building Projects*, *Renovation Projects*, and *Site Improvement Projects*; and *Utility Projects* to the extent it applies to or overlaps with the other project types.

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- C. The A/E shall present its finding, recommendation(s), proposals (including project alternatives) in a document setting forth the information required by the Program Manual (the “**Program Document**”).

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2. Conditions Report

- A. The A/E shall review the Conditions Report and its findings and (a) take into consideration the analysis, findings, and recommendations while conducting the Program Work and preparing the Program Document; and (b) make further recommendations as A/E in A/E’s best professional judgment deems appropriate.

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3. Process

- A. The A/E shall manage and administer the Program Work.
- B. The A/E shall work with MSA and DLS as directed, to plan, schedule and coordinate Building access, meetings and interviews with key stakeholders identified by MSA and DLS. The A/E will meet with DLS staff as many times as the parties deem necessary for the A/E to conduct the Program Work. This may include by way of example and not limitation, individual meetings, walk-throughs of the Building, observing space while in use, etc.
- C. The A/E shall conduct a kick-off meeting with MSA and DLS within 7 days of receiving a Notice to Proceed with Programming Services.
- D. At a minimum, the following two project execution alternative solutions shall be evaluated as part of the Program Work.
1. Renovation of the existing facility; and
 2. Razing and rebuilding the facility.
- E. The A/E in consultation with MSA and DLS may develop a survey, questionnaire or other written information gathering tool to aid in the Program Work.
- F. The A/E shall become familiar with the types of spaces typically included in buildings with similar uses and occupancy.
- G. The A/E, in consultation with MSA and DLS shall:
1. Identify qualitative and quantitative problems;
 2. Identify factors that influence the existence or extent of these problems;
 3. Identify consequences of these problems;
 4. Ascertain space criteria for Building purposes;
 5. Determine number of square feet per person or purpose for the spaces;
 6. Ascertain relationships of spaces for the various purposes (space adjacencies);
 7. Determine ratios of net assignable square footage for specific space to gross square footage;
 8. Ascertain equipment and utility requirements;

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9. Ascertain storage needs;
 10. Access requirements, including ADA compliance issues;
 11. Determine technical, mechanical, electrical, security or other issues unique to the Building's use.
 12. Understand DLS' objectives and goals for the renovation or construction;
 13. Understand DLS' project timetable and limits, criteria and requirements for project budget;
 14. Understand other design criteria that may affect architectural programming i.e. accessibility, windows/natural lighting, and public versus private spaces.
 15. Understand energy use standards.
- A. The A/E shall provide preliminary reports and updates on the progress of the Program Work as requested by MSA.
 - B. The A/E shall provide a copy of the initial draft of the Program Document and present its findings to the MSA, DLS and other key stakeholders as requested by MSA/DLS.

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4. Program Document

- A. Upon completion of the Program Work, A/E shall provide a minimum of two (2) hard copies and one electronic copy in .pdf format of the Program Work for MSA and DLS.
- B. The Program Document shall satisfy the requirements of the Program Manual.
- C. The Program Document shall include a program/project impact analysis and reports including:
 1. Operational impact of each project execution scenario;
 2. Strengths, Weaknesses, Opportunities and Threats (SWOT) of each project execution scenario; and
 3. Cost-benefit associated with each project execution scenario.
- D. The A/E shall meet with MSA and DLS to discuss the A/E's findings, recommendation, and proposals set forth in the Program Document.

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5. Scheduling

- A. The A/E shall prepare and periodically update a master project schedule that tracks and monitors the progress of the Program Work and identifies milestones and critical decision points required by the Project Team including MSA, DLS and the A/E.
- B. The A/E shall provide scheduling services to produce a high-level project schedule for each project execution scenario identified during the Program Work. Each schedule shall outline the major items of the work and clearly show the expected overall duration to complete the Work.

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6. Cost Estimating

The A/E shall provide cost estimating services to produce a cost estimate for each project execution scenario identified during the Program Work.

7. Supplemental Services

- A. The A/E shall provide supplemental services as necessary to complete the Programming and Due Diligence effort which may include, but are not limited to, the following:
1. Site Development/Planning Building/Infrastructure Analysis
 2. Environmental Impact Analysis
 3. Archaeological Impact Studies
 4. Geotechnical Analysis/Engineering
 5. Traffic Studies (Pedestrian and Vehicular)
 6. Blocking/ Stacking and Engineering System Studies

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3.4. Scope of Work – Study Design

Upon approval of the desired project execution scenario by MSA and DLS, the contract with the A/E will be modified to include Study Design services; which services include, but are not limited to, the following:

1. Advancing the design of the project execution scenario approved by MSA and DLS during the Programming and Due Diligence Phase to a level between Conceptual Design and Schematic Design.
2. Updating the cost estimate provided in the Program Document to produce a reasonable and reliable estimate of the expected cost of construction and the overall project budget.
3. Updating the project schedule provided in the Program Document.
4. Updating studies and/or reports produced in the Programming and Due Diligence phase.
5. Value Engineering
6. Quality Assurance

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3.5. Scope of Work – Project Design & Construction Administration

Project Design and Construction Administration services are described in Article 2 of the Architect Design Agreement included as Attachment G. The scope of work includes, but is not limited to the following:

- A. Schematic Design Phase
1. Cost estimating
- B. Design Development Phase
1. Cost estimating and reconciliation(s) with the CM's cost estimate

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- C. Construction Documents Phase
 - 1. Cost estimating and reconciliation(s) with the CM’s cost estimate
- D. Bidding or Negotiating Phase
- E. Construction Phase Administrative Services

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SECTION 4

PROPOSAL SUBMISSION AND REQUIREMENTS

4.1 Solicitation Process

1. The solicitation will follow a multi-step process to select the successful Offeror:

A. Step 1 Submission of Technical Proposal

1. Offerors will submit a Technical Proposal in accordance with Section 4.3 to demonstrate their experience and ability to execute the Project successfully. Technical Proposals will be evaluated by the Selection Committee.

2. Offerors may be requested to participate in an oral presentation to clarify the information contained in the Technical Proposal submission in accordance with Section 4.10.

B. Step 2 Submission of Financial Proposal

1. Offerors deemed technically acceptable and susceptible for award by the Selection Committee in Step 1 will be requested to submit a response to a Request for Financial Proposal in accordance with Section 4.4.

C. Step 3 Award of Contracts

1. The Offeror deemed to provide the best value (Technical and Financial) to the Project by the Selection Committee will be recommended for award.

Offerors must respond to all requirements of the RFP. Offerors that fail to do so will be deemed not reasonably susceptible for award.

4.2 Instruction for Submission of Proposals General Requirements

Offerors must shall submit a separate sealed package for each "Proposal." Each Proposal submission is to be titled proposals labeled "Department of Legislative Services Building Improvements - Request for Proposals - Architectural/Engineering Services -" and labeled either "Volume I - Technical Proposal" or "Financial Proposal".

Offerors shall submit Proposals by the Proposal Submission Deadline or as revised or amended by an addendum.

Submit one electronic original (.pdf only), and six (6) bound copies of each Proposal submission. Sheet size shall be 8 1/2" X 11" or 11" X 17" maximum, folded. Supplemental information may be submitted as an appendix. Technical Proposals shall be organized and tabbed according to the Technical Proposal Criteria listed below. All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page "x"). The final page shall state "Final Page". Proposals and all required forms shall be completed in ink or typed; erasures and/or alterations shall be initialed in

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

Upon receipt, the Selection Committee will review the Offeror's Technical Proposals. Firms deemed as meeting all requirements will be ranked and, based on the achieved rankings, selected firms will then be "short-listed". Those short-listed firms may be asked to attend an oral presentation. After oral presentations (if applicable), the Selection Committee will select which short-listed Offerors will be requested to submit a Financial Proposal.

4.34.2 Technical Proposal

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

1. Transmittal Letter

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

2. Title and Table of Contents

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

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3. Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The summary shall: (1) identify any exceptions the Offeror has taken to the requirements of this RFP or any Attachments, (2) identify any exceptions, assumptions, requested modifications or qualifications the Offeror has taken to the requirements of the Agreement included in **Attachment G**, (3) acknowledge the receipt of all amendments or addenda associated with the RFP, and (4) provide its tax identification number.

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

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4. Experience and Qualifications (Tab 1)

Section 2 and Section 3 outline the desired requirements of this solicitation.

The following is to be included in this section:

A. Architect-Engineer Qualifications – SF330 -~~(Attachment E)~~

- Responses must include key subcontractors and/or consultants that will participate in ~~the Study Design and the Project Design phases~~any phase of the project for each of the two potential project execution scenarios identified in Section 3.3 above (Scope of Work and Due Diligence).

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2. Section D – Organizational Chart:

- i. Clearly identify the team member(s) that will attend design meetings and serve as the day-to-day contact for the proposed team(s).

3. Section E – Resumes of Key Personnel:

- i. At a minimum, submit resumes for the following from each major discipline:
 - 1. Project Executive
 - 2. Project Manager
 - 3. Project Designer
 - 4. Cost Estimator
 - 5. Other Key Personnel deemed appropriate

4. Section F – Example Projects: Programming

- i. Facility Program:
 - 1. Four (4) projects that illustrates the A/E's qualifications for overseeing/managing the Programming effort.

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5. Section F – Example Projects: Design & Construction
- i. Renovation:
1. Four (4) projects for the A/E; two (2) for the civil engineer; two (2) for the structural engineer; one (1) for the mechanical engineer and one (1) one for the electrical engineer.
- ii. New Construction:
1. Four (4) projects for the A/E; two (2) for the civil engineer; two (2) for the structural engineer; one (1) for the mechanical engineer and one (1) one for the electrical engineer.
6. Part II, Box 5B – Small Business Status: Indicate if the Offeror is a Maryland MDOT MBE and/or SBR. Include applicable certification number as appropriate.
- B. Insurance:
1. Provide proof of insurance certifying the Offeror’s ability to comply with the insurance requirements contained in Sections 1.39 and 1.40; and as set forth in the form Contract attached hereto in **Attachment G**.
- Joint Ventures: Offerors shall also identify any joint ventures at the time of submission, if any, and the roles these relationships will have in the performance of a Contract. Upon MSA’s request, Offerors shall make available within 24 hours the joint venture scope of work documents and/or agreement. ~~Offerors shall not submit any information regarding sub consultants.~~

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5. Work Plan (Tab 2)

- A. Staffing Plan: Provide a *Staffing Plan* in the format included in **Attachment F** that shows the minimum percentage of time that each Key Personnel member will dedicate to the Project.
- B. Conceptual CPM Schedule: Provide a high-level schedule that includes the programming effort and considers each of the two potential project execution scenarios identified in Section 3.3 above that shows the Offeror's proposed sequence of activities and durations required to complete the milestones included in the scope of work outlined in this RFP. The schedule shall assume the anticipated start date set forth Section 3.2.1 above.
- C. Provide a descriptive summary of the Offeror's approach to the items below. Provide this information in the exact order listed and using the headings indicated. This information shall clearly demonstrate what the Offeror has done in the past or what is being proposed for this Project.
1. Programming: Describe the process by which the Offeror will manage and administer the Programming services and the subsequent design, scheduling and cost estimating services outlined in Section 3. As part of the narrative, describe the Offeror's approach to working collaboratively with the Project Team to complete the work. Highlight any unique skills or abilities that the Offeror can/will provide in the execution of the work.
 2. Design Management: Describe the process by which the Offeror will lead the design team in the execution of the scope of work outlined in this RFP. As part of the narrative, describe the Offeror's approach to working collaboratively with the Project Team to help guide the overall program and design of the Project. Highlight any unique skills or abilities that the Offeror can/will provide in the execution of the project.
 3. Project Challenges to Renovation: Identify the three (3) most significant challenges to renovating the building in order of importance based on the information made available in this RFP and the site visit(s). Provide a brief description of the Proposer's approach to addressing each, including specific experience resolving similar challenges.
 4. Project Challenges to Razing and Constructing a New Building: Identify the three (3) most significant challenges to razing the building and constructing a new building within the existing building footprint in order of importance based on the information made available in this RFP and the site visit(s). Provide a brief description of the Proposer's approach to addressing each, including specific experience resolving similar challenges.

~~D. Provide a narrative describing the economic benefit that will accrue to the Maryland economy as a direct or indirect result of the performance of the Contracts. Include information relative to each potential project execution~~

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~~scenario. Do not include any details of the Offeror's Financial Proposal in this section. Proposals will be evaluated to assess the benefit to Maryland's economy.~~

~~The following factors are to be considered.~~

- ~~1. The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the Contract(s) through the use of Maryland subcontractors, suppliers and Joint Venture partners. Be as specific as possible. Include a breakdown of expenditures in this category.~~
- ~~2. Estimate the percentage of Subcontract/Supplier dollars committed to Maryland small business and MBE certified firms. (These are also included in the category above.)~~

6. Work Samples (Tab 3)

Provide a sample of the following items. Work Samples shall be from one of the example projects identified in Section 4.3.4.A.5.

A. Programming Document

B. Cost Estimate at the following milestones.

1. Schematic Design
2. Design Development with evidence of reconciliation with CM/A/E estimate.
3. Construction Documents with evidence of reconciliation with CM/A/E estimate.

7. Economic Benefits Factors (Tab 4)

1. The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with Offeror's Request for Financial Proposals from Attachment H, the Request for Financial Proposal Form. See COMAR 21.05.03.03A (3).
2. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorable than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
3. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
4. As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Office or other designated agency personnel reports of the actual attainment of each benefit listed in response to the section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
5. In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
 - Generic statements that the State will benefit from the Offeror's superior

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performance under the contract;

- Descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
- Tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.

6. Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded the Contract.

7. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- The contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subconsultants or information from your Financial Proposal;**
- The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime, and if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicated tax category (sales tax, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
- Subcontract dollars committed to Maryland small business and MBEs; and
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

7.8. Other Required Submissions (Tab 45)

Offerors must submit the following items in the Technical Proposal:

- A. A completed Bid/Proposal Affidavit (Attachment A);
- B. A completed Conflict of Interest Information/Affidavit and Disclosure

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(Attachment B).

4.4 Financial Proposal

~~Offeror's deemed technically acceptable and susceptible for award by the Selection Committee in Step 1 will be requested to respond to a Request for Financial Proposal. Information about due date and submission instructions will be included in the notification to the selected Short-listed Offerors. The Financial Proposal shall include an accurately completed and signed MBE Form D1- "MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule" (see Attachment D). Per COMAR regulation 21.11.03.09.C (5), failure to include and/or accurately complete this form shall result in a determination that the proposal is not susceptible for award.~~
A sample copy of the Request for Financial Proposal is attached hereto as Attachment H.

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

Section 5

EVALUATION CRITERIA AND SELECTIONPROCEDURESELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the Proposals will be performed by the Selection Committee and will be based on the criteria and responsiveness of the Offeror as set forth in the RFP. The Technical Proposal will be worth 70% of the overall score. The Financial Proposal will be worth 30% of the overall score.

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5.2 Technical Criteria

The criteria to be used to rate the evaluate each Technical Proposal-is listed, includes, without limitation, the factors identified below-in descending order of importance:

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a. Experience and qualifications:

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b. Offeror's Technical Response to the Proposal Requirements, Work Plan

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c. , and Work Samples

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• Experience and Qualifications of Proposed Staff

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• Offeror Qualifications, Capabilities, and Past Performance, including proposed subconsultants

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• Oral Presentation

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• Economic Benefits to the State of Maryland

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• Quality of Submission

5.3 Financial Criteria

All Offerors will be given a score based on their evaluated financial proposal. The lowest evaluated financial proposal will receive the maximum score. The score for the other financial proposals will be determined on a pro-rata basis compared to the lowest evaluated financial proposal. Financial evaluation will be based upon the scope of work as identified in the Request for Financial Proposal (**Attachment H**). The MSA reserves the right to negotiate final pricing based upon changes resulting from the information provided in the information contained in the RFP.

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5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Consultants. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror

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whose headquarters, principal base of operations, or principal site that will primarily provide the services required by this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and the preference does not conflict with a federal law or grant affecting the Contract. The preference given will be identical to the preference that the other state, through law, policy, or practice gives to its residents.

5.5 General Selection Process

The Contract will be awarded in accordance with the competitive sealed proposals process under Section 3(C) of MSA's Procurement Policies. Prior to award of a contract pursuant to this RFP, MSA may require any or all Offerors to submit such additional information bearing upon the Offeror's ability to perform the contract as MSA may deem appropriate. MSA may also consider any information otherwise available concerning the financial, technical and other qualifications or abilities of the Offeror.

MSA may hold discussions with any or all Offerors judged reasonably susceptible of being selected for award, or potentially so. MSA also reserves the right to develop a short-list of Offerors deemed most qualified based upon their Technical Proposals and conduct discussions with only the short-listed Offerors. However, MSA also reserves the right to make an award without holding discussions. Whether or not discussions are held, MSA may determine an Offeror to be not reasonably susceptible of being selected for award, in its sole and absolute discretion, at any time after the initial closing date for receipt of proposals and the review of those proposals.

5.6 Award Determination

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

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Maryland Stadium Authority

Request for Proposals

Architectural/Engineering Services

Department of Legislative Services Building Improvements

Issue Date:

July 10, 2019

**KEY INFORMATION SUMMARY SHEET
MARYLAND STADIUM AUTHORITY**

Department of Legislative Services Building Improvements

Request for Proposals

Architectural/Engineering Services

RFP Issue Date:	Wednesday, July 10, 2019
Procurement Officer:	Yamillette Waite Maryland Stadium Authority 351 West Camden Street, Suite 300 Baltimore, Maryland 21201 Phone: (410) 223-4103 E-mail: ywaite@mdstad.com
Procurement Method:	Competitive Sealed Proposals
Pre-Proposal Conference:	Tuesday, July 23, 2019 @ 11:00 a.m. Department of Legislative Services 90 State Circle Annapolis, Maryland 21401
Closing Date and Time (Local Time):	
Technical Proposal:	Friday, August 30, 2019 @ 11:00 am
Financial Proposal:	TBD

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SECTION 3 PURPOSE AND SCOPE OF WORK

SECTION 4 PROPOSAL SUBMISSION AND REQUIREMENTS

SECTION 5 EVALUATION CRITERIA AND SELECTION PROCEDURE

ATTACHMENTS

A. BID/PROPOSAL AFFIDAVIT

B. CONFLICT OF INTEREST INFORMATION/AFFIDAVIT AND DISCLOSURE

C. PROJECT INFORMATION:

C.1 - DLS Renovation Project Renovated Building Maps

**C.2 - Building Conditions Assessment dated October 30, 2018
prepared by Wheeler Goodman Masek**

C.3 - State of Maryland Facility Program Manual dated July 2017

D. MBE INSTRUCTIONS AND FORMS

E. ARCHITECT – ENGINEER QUALIFICATIONS (SF330)

F. STAFFING PLAN

G. SAMPLE CONTRACT: ARCHITECT AGREEMENT FOR DESIGN SERVICES

H. SAMPLE REQUEST FOR FINANCIAL PROPOSAL

I. CONTRACT AFFIDAVIT

SECTION 1

GENERAL INFORMATION

1.1 Summary Statement

The Department of Legislative Services (“**DLS**”) has engaged the Maryland Stadium Authority (“**MSA**”) to oversee and manage improvements to its headquarters building in Annapolis, Maryland (hereinafter the “**Project**”).

Through this solicitation, MSA is seeking a highly qualified Architect/Engineer (“**A/E**”) firm to provide the Programming, Due Diligence and Study Design services described in Sections 3.3 and 3.4 of this Request for Proposal (the “**RFP**”). During this phase of the Project, the A/E will work closely with MSA and other Project Team members in the analysis of the overall viability of the Project.

If constructed, MSA anticipates that the Project will be designed and built under a guaranteed maximum price via the Construction Manager at Risk method. In which case, the contract with the A/E selected through this solicitation may be modified to include the Project Design and Construction Administration services described in Section 3.5 of the RFP.

1.2 Abbreviations and Definitions

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

1. **A/E** - Means the Architect/Engineer Offeror selected pursuant to the requirements and procedures contained in the RFP.
2. **Client** – Maryland Department of Legislative Services (DLS)
3. **COMAR** - Code of Maryland Regulations (available at www.dsd.state.md.us).
4. **Conditions Report** – Means the Building Conditions Assessment issued by DGS on September 28, 2018 (revised October 30, 2018). DLS Renovation Project Renovated Building Maps document included as Attachment C.1; the Building Conditions Assessment dated October 30, 2018 prepared by Wheeler Goodman Masek included as Attachment C.2
5. **Construction Manager (CM)** – A third party engaged by the MSA to provide pre-construction and construction management services.
6. **Contract** - The contract or agreement entered into between MSA and the selected Offeror responding to the RFP. The Contract will include all general MSA terms and conditions and will incorporate the entire RFP, including any amendments or addenda and all or indicated portions of the selected Offeror’s proposal. A sample contract is attached hereto as Attachment G.

7. **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 conditions, monitoring this Contract to ensure compliance with terms and conditions, monitoring this Contract to ensure compliance with the terms and conditions of the Contract and to assist the consultant in achieving on/budget on/ time target (e.g., within scope) completion of the Contract requirements. MSA may change the CA at any time by written notice to the Consultant.
8. **DLS** – Maryland Department of Legislative Services (<http://dls.maryland.gov/>)
9. **eMMA** - eMaryland Marketplace Advantage (<https://procurement.maryland.gov/>).
10. **Local Time** - Time in the Eastern Time Zone as observed by the State.
11. **MBE** - Minority Business Enterprise certified by the Maryland Department of Transportation (MDOT)
<http://www.mdot.maryland.gov/newMDOT/MBE/Index.html>.
12. **MSA** - Maryland Stadium Authority (www.mdstad.com).
13. **MSA Business Hours** - 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays.
14. **MSA Procurement Policies** - MSA procurement policies and procedures (available at www.mdstad.com/contracting).
15. **Notice to Proceed (NTP)** – A formal notification issued by the Procurement Officer that directs the Consultant to perform work and establishes the date on which the work is to commence on a Project.
16. **Offeror** - An entity that submits a Proposal in response to this RFP.
17. **Procurement Officer (PO)** - The MSA representative responsible for this RFP. MSA may change the Procurement Officer at any time and will provide written notice to the Offerors of any such change.
18. **Project** – The Department of Legislative Services Headquarters Building
19. **Project Manager (PM)** - The MSA representative that is primarily responsible for monitoring the daily activities of the Contract and for providing technical assistance to the Consultant.

20. **Program Manual** – Means the Facility Program Manual by the State of Maryland dated July 2017 (or as amended prior to an award under the RFP) available at: <https://dbm.maryland.gov/budget/Documents/capbudget/Instructions/facilityprogm anual.pdf> and included as Attachment C.3.
21. **Project Team** – Includes MSA, DLS, MSA’s CM and any other consultant or government agency MSA may engage.
22. **Proposal** - The technical and financial responses to this RFP.
23. **Proposal Submission Deadline** – means Friday August 30, 2019 at 11:00 a.m.
24. **Selection Committee** - The representatives responsible for evaluating the Proposals as described in Section 5 of the RFP.

1.3 Contract Type

The contract that results from this RFP will be a professional services contract. A sample copy of the contract is attached hereto as Attachment G.

1.4 Contract Duration

The term of the Contract will be for a period necessary to complete the scope of work and as agreed upon by MSA and the A/E. Note that Offerors are to include a detailed schedule for completion of the work based on the scope set forth in the RFP.

1.5 Procurement Officer

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

Yamillette C. Waite Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Telephone: 410-223-4103
Email: ywaite@mdstad.com

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

1.6 Contract and Project Manager

The Contract and Project Manager is:

Al Tyler
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Telephone: 410-223-4141
Email: atyler@mdstad.com

MSA may change the Contract Manager and Project Manager at any time by providing written notice to the A/E.

1.7 Pre-Proposal Conference and Site Visit

A Pre-Proposal Conference will be held on **Tuesday, July 23, 2019 at 11:00 a.m. (Local Time)** at the Pre-Proposal Conference location identified on the Key Information sheet.

Interested Offerors must pre-register with Malaika Damon at mdamon@mdstad.com by 12:00 noon (Local Time) on Friday, July 19, 2019 in order to participate.

1.8 eMaryland Marketplace Advantage (eMMA)

In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to the following link to register: <https://procurement.maryland.gov/>. Click on “Registration” to begin the process and follow the prompts.

eMaryland Marketplace (eMM) is being replaced by eMaryland Marketplace Advantage (eMMA) on or about July 22, 2019. All vendors registered in eMM are required to register with the new eMMA system. The link to complete a brief Vendor Information Questionnaire is https://www.surveymonkey.com/r/Maryland_eMMA. The information provided will serve as the preliminary registration in the new system. When eMMA is launched, the system will provide notification along with a temporary user name and password to log into the new system and complete the user profile. Additional contacts may be added at that time. Questions or concerns to should be directed to central.procurement@maryland.gov.

1.9 Questions

Questions regarding this RFP shall be submitted electronically in Word or PDF formats via the following upload link no later than **3:00 p.m. (Local Time) on August 6, 2019**: <https://mdstad.sharefile.com/r-rc5f9108fbab42ac8>

Please include information regarding the name of the firm, representative’s name, and contact information. Based on the availability of time to research and communicate an answer, the Procurement Officer will decide whether an answer can be given before the

proposal closing date. Answers to all substantive questions that have not previously been answered, and are not clearly specific to the requestor, will be responded via addendum.

1.10 Technical Proposals - Closing Date and Time

To be considered, Technical Proposals must be uploaded to the following link no later than **August 30, 2019 at 11:00 a.m. (Local Time)**:

<https://mdstad.sharefile.com/r-r2cd40da21c84622b>

Requests for extension of this date and/or time will not be granted. Offerors should allow sufficient electronic transmission time to ensure timely receipt of their proposals. Proposals received by MSA after the deadline will not be considered. Proposals will not be reviewed publicly.

1.11 Oral Presentations

Short-listed Offerors may be required to make oral presentations to the Selection Committee. Significant representations made by an Offeror during the oral presentation must be confirmed in writing. All such representations will become part of the Offeror's Proposal and are binding if a Contract is awarded as a result of the RFP. Oral presentations are tentatively scheduled for the week of September 9, 2019.

Typically, oral presentations will follow a specified format and generally be limited to one (1) hour. The Procurement Officer will notify the short-listed Offeror with details and instructions prior to the presentations.

The presentation may include, but not be limited to, the following items:

- Description of how the Offeror plans to meet the identified requirements in the RFP;
- Experience and capabilities;
- Description of the Offeror's organization;
- Description of references and the scopes of services provided to client references.

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the Proposal Submission Deadline or a request for Best and Final Offers ("BAFO"). This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.13 Proposal Affidavit

A completed Bid/Proposal Affidavit (attached hereto as **Attachment A**) must accompany the Proposal submitted by an Offeror.

1.14 Contract Affidavit

Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to provide a completed a Contract Affidavit (attached hereto as Attachment I) within five (5) business days after notification of proposed contract award.

1.15 Procurement Method

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

1.16 Arrearages

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

1.17 Revisions to the RFP

If it becomes necessary to revise this RFP before the Proposal Submission Deadline, amendments will be posted to eMMA and on MSA's website. Amendments posted after the Proposal Submission Deadline will be sent only to those Offerors who submitted a responsive and timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the Proposal Submission Deadline must accompany the Offeror's Technical Proposal as identified in Section 4. Acknowledgement of the receipt of amendments to the RFP issued after the Proposal Submission Deadline shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.18 Cancellations; Discussions

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

1.19 False Statement

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

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; or,
 - C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
2. A person may not aid or conspire with another person to commit an act under subsection of this section.
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 years or both.

1.20 Minority Business Enterprise

No MBE participation goal was set for the Programming and Due Diligence Phase. For the Study Design, and Project Design and Construction Administration phases, an MBE participation goal was established at thirty-one percent (31%) with sub goals of 6% African American, 2% Hispanic and 9% Woman Owned business. Please refer to the Request for Financial Proposal attached hereto as Attachment H.

All subconsultants named by the Offeror as part of its MBE Schedule must be certified with the Maryland Department of Transportation (hereinafter “MDOT”). Offerors’ submissions must also include the MBE subconsultant’s MDOT certification number as well as the North American Industry Classification System (hereinafter “NAICS” code) product and service description to be performed. The forms (with instructions) that are required for submissions in response to the RFP are attached hereto as **Attachment D**. The most up-to-date information on certified MBE firms is available on MDOT’s directory: <http://mdot.state.md.us>. The Governor’s Office of Small, Minority & Women Business Affairs (hereinafter “GOMA”) has issued a Q&A regarding counting participation by MBE primes. Please refer to GOMA’s website (<http://goma.maryland.gov>).

1.21 Incurred Expenses; Economy of Preparation

Neither MSA nor the Client is responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration or in performing any other activities relative to this RFP. Proposals should be prepared simply and economically, providing a straightforward, concise description of how the Offeror proposes to meet the requirements of this RFP.

1.22 Protests/Disputes

Any protest or dispute related to this RFP will be subject to Section 10 of MSA's Procurement Policies and Procedures and the relevant provisions of the Contract. MSA's Procurement Policies are available for review on MSA's website at www.mdstad.com/contracting or may be obtained by contacting the Procurement Officer.

1.23 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of the Proposal that it considers confidential, proprietary commercial information or trade secrets, and provide written justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed.

1.24 Offeror Responsibilities

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

1.25 Patents, Copyrights, and Intellectual Property

1. If the A/E furnishes any design, device, material, process or other item that is covered by a patent or copyright or that is proprietary to or a trade secret of another, it shall obtain the necessary permission or license to permit MSA or the Client to use such item.
2. The A/E will defend or settle, at its own expense, any claim or suit against MSA and the Client alleging that any such item furnished by the A/E infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, copyright or trade secret, the A/E will defend MSA and the Client against that claim at the A/E's expense and will pay all damages, costs, and attorney's fees that a court finally awards, provided MSA and the Client:
 - (i) promptly notifies the A/E in writing of the claim; and
 - (ii) allows the A/E to

control and cooperates with the A/E in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in the next paragraph.

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

1.26 Non-Availability of Funding

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

1.27 Financial Disclosure

The A/E shall comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall, within 30 days after the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

1.28 Non-Exclusive Use

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

1.29 Sustainability Policies

MSA is committed to procuring all supplies, services, maintenance, construction, and

architect-engineer services in a manner consistent with the promotion of sound

environmental practices. All goods and services provided in response to this solicitation shall conform to those environmental standards.

1.30 Payments by Electronic Fund Transfer

By submitting a response to this RFP, the Offeror 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 selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, 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/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf. After award, the form must be submitted directly to the Comptroller's Office. Please do not submit these forms to MSA.

1.31 Confidentiality

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

1.32 Loss of Data

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

1.33 Non-Hiring of Employees

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

1.34 Nondiscrimination in Employment

The A/E agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause sub consultants to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

1.35 Contingent Fee Prohibition

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

1.36 Political Contribution Disclosure

The A/E shall comply with Election Law Article, §§14-101 to 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

1.37 Verification of Registration and Tax Payment

Before a corporation can do business in the State, it must be registered with the

Department of Assessments and Taxation, State Office Building, Room 803, 301 West

Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the issuance date of this RFP. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award under this RFP. Prior to contract award under this RFP, the selected firm, including the joint ventures, must provide a Certificate of Good Standing from the Maryland State Department of Assessments and Taxation.

1.38 Maryland Law

This RFP shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

1.39 General Insurance Requirements

1. The amount of insurance coverage specified herein shall be the minimum amount of insurance available to satisfy claims. The A/E shall purchase and maintain such insurance with a minimum of the limits of liability as specified herein, as otherwise specified by the Procurement Officer with respect to a particular Project, or as required by law, whichever is greatest. 3A policy is not acceptable if it allows the costs associated with investigating, managing, or defending against any claim or any other costs incurred by the insured or the insurer to be deducted from the policy limits.

2. Required insurance shall be purchased from and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Insurance companies providing coverage as required herein shall have an AM Best rating of A-VII or better. All policies must be on a primary basis. All policies, except Professional Liability and Workers' Compensation, shall name MSA and the CLIENT as "Additional Insured."

3. A/E shall be responsible for the maintenance of this insurance regardless of whether the work is performed directly by the A/E, by any sub consultant, by any person employed by the A/E or any sub consultant, or by anyone for whose acts the A/E may be liable.

4. TORT CLAIMS ACTS. The A/E agrees, for itself and for its insurers, that neither A/E nor its insurers may raise or use in the adjustment of claims or in the defense of suits against MSA and/or the CLIENT, any immunity from or limitation of liability for torts (including under the Maryland Tort Claims Act and/or the Maryland Local Government Tort Claims Act) unless requested by the MSA.

5. The MSA prefers that all liability insurance policies (whether for professional liability, commercial general liability, business automobile liability, excess and/or umbrella liability, employer liability, or otherwise) be written on an "occurrence basis." However, if any liability insurance policy is on a "claims made" basis, the insurance must be maintained for a period of no less than ten (10) years after the end of the term of the Contract and the retroactive date must be listed as prior to or on the date on which the Contract is executed. If the policy is scheduled to be cancelled, not renewed, or not replaced prior to the expiration of such ten (10) year period, then prior to such

cancellation, nonrenewal, or non-replacement, the A/E must purchase an Extended Reporting Coverage (Tail) to cover the exposures past the cancellation, termination, or expiration date, as applicable.

6. No acceptance and/or approval of any insurance by the MSA shall be construed as relieving the A/E, or the surety or bond, if any, from any liability or obligation imposed upon any of them by the Contract.

1.40 Project Specific Insurance Requirements

1. Professional Liability (PL) Insurance

- A. The minimum PL insurance coverage limits for the project is \$1 million per \$10 million of Project Value.
- B. The A/E shall obtain and maintain, from and after the date of the Contract, Professional Liability (PL) Insurance to protect MSA and the CLIENT from damages arising from, and against liability for, errors and omissions in design work performed by the A/E or any member of the A/E's team providing professional architectural and engineering design services.
- C. The A/E shall furnish evidence demonstrating that the limits of coverage stated above are available and unencumbered by previous losses on the policy. During the Contract term, if the available limits in aggregate fall below 50%, the A/E shall notify the Procurement Officer and take action promptly to restore the limits to the required level.
- D. Deductibles shall be the responsibility of the A/E and may not exceed \$25,000 without prior approval by the Procurement Officer.
- E. There shall be no exclusion for environmental claims arising out of the performance of the professional services.
- F. Firms performing work under a joint venture agreement must furnish evidence in the form of an endorsement by the insurer that the joint venture is insured under the policy.

2. Commercial General Liability (CGL) Insurance

The A/E shall obtain and maintain, from and after the date of the Contract, insurance coverage for general liability claims (including, but not limited to, claims for bodily injury and property damage, including loss of use) arising from the operations of the A/E, sub consultants, and suppliers that satisfies the following requirements:

- A. Commercial General Liability (CGL) insurance is to be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent.

- B. Minimum coverage limits of \$2,000,000 as a per occurrence limit;
 - 1. \$4,000,000 as a general aggregate limit (applied separately to claims arising from the A/E's performance under the Contract); and \$4,000,000 as a products/completed operations limit.
- C. Both the MSA and the Client shall be added as Additional Insureds by additional insured endorsements ISO CG-20-10 and CG-20-37 or their equivalents.
- D. The CGL insurance policy shall include waivers of subrogation in favor of MSA and the Client.
- E. The CGL insurance policy shall be primary and noncontributory with respect to the coverage afforded to MSA and the Client.
- F. The CGL insurance policy shall not contain any exclusion for: X, C and/or U hazards; third party actions over claims; or punitive damages.
- G. The CGL insurance policy shall include Blanket Written Contractual Liability covering all contractual liabilities and indemnities assumed by the A/E pursuant to the Contract.
- H. The CGL insurance policy shall also include the following extensions:
 - 1. The general aggregate limit shall apply separately to the Contract;
 - 2. Premises/Operations;
 - 3. Actions of independent consultants;
 - 4. Products/Completed Operations to be maintained for at least two (2) years after the expiration or termination of the Contract;
 - 5. Personal injury liability including coverage for offenses related to employment and for offenses assumed under the Contract (including deletion of any standard employment and/or contractual exclusions if contained in the personal injury coverage section); and
 - 6. If a Project encroaches within fifty (50) feet of the centerline of a railroad, the CGL insurance policy shall include ISO Endorsement CG-24-17 or its equivalent prior to the A/E beginning any work on such Project.

3. Automobile Liability

The A/E shall obtain and maintain, from and after the date of the Contract, insurance coverage for third party legal liability claims arising from bodily injury and/or damage to property of others resulting from the ownership, maintenance, or use of any motor vehicle (whether owned, hired, or not owned), both on-site and off-site. Such Business Automobile Liability (BAL) insurance shall also include coverage against uninsured motorists and automobile contractual liability. The BAL insurance shall satisfy the following requirements:

- A. Minimum \$2,000,000 combined single limit on coverage.
- B. The BAL insurance policy shall include waivers of subrogation in favor of MSA.

- C. The BAL insurance policy shall name both MSA and the Client as Additional Insureds.
 - D. If a Project encroaches within fifty (50) feet of the centerline of a railroad, the BAL insurance policy shall include ISO Endorsement CA-20-70 or its equivalent prior to the A/E beginning any work on such Project.
4. Workers Compensation and Employers Liability
- The A/E shall obtain and maintain, from and after the date of the Contract, insurance coverage for claims arising from Workers Compensation statutes and from Employer's Liability or other third-party legal liability claims arising from bodily injury, disease, or death of the A/E's employees. Such insurance shall satisfy the following requirements:
- A. The A/E shall provide Workers Compensation coverage for all employees and require that their sub consultants provide Workers Compensation coverage for all their employees in accordance with the statutory requirements of the jurisdiction in which the work is being performed.
 - B. The policy shall provide for both Workers Compensation coverage ("Part A") and Employers Liability coverage ("Part B").
 - C. The minimum limits of coverage for Part A (Workers Compensation) shall be in accordance with the statutory requirements of the jurisdiction in which the work is being performed. The minimum limits of coverage for Part B (Employers Liability) shall be \$1,000,000 for each accident, \$1,000,000 for each employee, and a \$1,000,000 aggregate policy limit for disease.
 - D. Part B (Employers Liability) of such insurance policy shall include waivers of subrogation in favor of MSA and the Client. Both MSA and the Client shall be named as Additional Insureds with respect to Part B (Employers Liability).
5. Excess Liability / Umbrella Liability
- The A/E shall obtain and maintain, from and after the date of the Contract, insurance coverage for third party legal liability claims against the A/E that exceed the per occurrence or general aggregate limits of the CGL insurance policy, the BAL insurance policy, and Part B (Employer's Liability) of the Workers' Compensation and Employer's Liability insurance policy. Such excess/umbrella insurance shall satisfy the following requirements:
- A. Unless otherwise specified by the Procurement Officer, the required minimum coverage limits for such insurance is \$5,000,000.
 - B. Both MSA and Client shall be named as Additional Insureds with respect to such excess/umbrella liability insurance.

- C. The excess/umbrella liability insurance policy shall include waivers of subrogation in favor of MSA and the Client.
- D. The excess/umbrella liability insurance shall be primary and noncontributory with respect to the coverage afforded to both MSA and the Client.

1.41 MBE and Prevailing Wage Compliance System

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

SECTION 2

OFFEROR QUALIFICATIONS

2.1. Qualifications

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

1. Be an architectural and/or engineering firm that has members registered to practice architecture in the State of Maryland;
2. Has been in business for at least 5 years;
3. Has experience in providing programming services for government/commercial clients;
4. Has substantial experience related to complex renovations/construction of structures located in compact settings;
5. Has experience in innovative design methods to meet the Project goals of maintaining the full operation of all surrounding buildings during construction; maintaining/improving building efficiencies, cost containment, and value engineering strategies;
6. Has experience with projects that utilized the Construction Manager at Risk, or similar, delivery method; and
7. Has the ability to meet the insurance coverage requirements outlined herein.

SECTION 3

PURPOSE AND SCOPE OF WORK

3.1. Purpose

MSA is issuing this RFP to contract with a highly qualified A/E firm to provide Programming & Due Diligence and Architecture and Engineering services necessary to complete the Project.

3.2. Scope Overview

As indicated in Section 1.1, the Department of Legislative Services (DLS) has engaged MSA to oversee and manage improvements to the DLS headquarters building in Annapolis, Maryland. MSA and DLS anticipate the Project will be accomplished over three phases: (i) Programming and Due Diligence; (ii) Study Design; and (iii) Project Design and Construction Administration.

The A/E selected through this procurement will work closely with the Project Team to provide the Programming and Due Diligence to aide MSA and DLS in selection of a facility program (the “Facility Program”) to move toward design and ultimately, construction. Upon selection and approval of MSA and DLS of a Facility Program, the A/E will continue to work closely with the Project Team on Study Design services as described in this Section 3.

3.2.1 Project Design and Construction Administration

If constructed, MSA anticipates that the Project will be designed and built under a guaranteed maximum price via the Construction Manager at Risk method. In which case, the contract with the A/E may be modified to include the Project Design and Construction Administration services described in Section 3.5. MSA will also procure the services of a Construction Manager to provide Preconstruction and Construction Management services. Samples of MSA’s Construction Manager Agreements are available upon request.

Work on this contract is anticipated to start on November 6, 2019.

3.3. Scope of Work – Programming and Due Diligence

1. Program Manual

- A. The A/E shall be familiar with the requirements, standards and criteria set forth in the Program Manual:
(<https://dbm.maryland.gov/budget/Documents/capbudget/Instructions/facilityprogmanual.pdf>).
- B. A/E shall understand the requirements set forth in the Program Manual for *New Building Projects*, *Renovation Projects*, and *Site Improvement Projects*; and *Utility Projects* to the extent it applies to or overlaps with the other project types.

- C. The A/E shall present its finding, recommendation(s), proposals (including project alternatives) in a document setting forth the information required by the Program Manual (the “**Program Document**”).

2. Conditions Report

- A. The A/E shall review the Conditions Report and its findings and (a) take into consideration the analysis, findings, and recommendations while conducting the Program Work and preparing the Program Document; and (b) make further recommendations as A/E in A/E’s best professional judgment deems appropriate.

3. Process

- A. The A/E shall manage and administer the Program Work.
- B. The A/E shall work with MSA and DLS as directed, to plan, schedule and coordinate Building access, meetings and interviews with key stakeholders identified by MSA and DLS. The A/E will meet with DLS staff as many times as the parties deem necessary for the A/E to conduct the Program Work. This may include by way of example and not limitation, individual meetings, walk-throughs of the Building, observing space while in use, etc.
- C. The A/E shall conduct a kick-off meeting with MSA and DLS within 7 days of receiving a Notice to Proceed with Programming Services.
- D. At a minimum, the following two project execution alternative solutions shall be evaluated as part of the Program Work.
 - 1. Renovation of the existing facility; and
 - 2. Razing and rebuilding the facility.
- E. The A/E in consultation with MSA and DLS may develop a survey, questionnaire or other written information gathering tool to aid in the Program Work.
- F. The A/E shall become familiar with the types of spaces typically included in buildings with similar uses and occupancy.
- G. The A/E, in consultation with MSA and DLS shall:
 - 1. Identify qualitative and quantitative problems;
 - 2. Identify factors that influence the existence or extent of these problems;
 - 3. Identify consequences of these problems;
 - 4. Ascertain space criteria for Building purposes;
 - 5. Determine number of square feet per person or purpose for the spaces;
 - 6. Ascertain relationships of spaces for the various purposes (space adjacencies);
 - 7. Determine ratios of net assignable square footage for specific space to gross square footage;
 - 8. Ascertain equipment and utility requirements;

9. Ascertain storage needs;
 10. Access requirements, including ADA compliance issues;
 11. Determine technical, mechanical, electrical, security or other issues unique to the Building's use.
 12. Understand DLS' objectives and goals for the renovation or construction;
 13. Understand DLS' project timetable and limits, criteria and requirements for project budget;
 14. Understand other design criteria that may affect architectural programming i.e. accessibility, windows/natural lighting, and public versus private spaces.
 15. Understand energy use standards.
- A. The A/E shall provide preliminary reports and updates on the progress of the Program Work as requested by MSA.
 - B. The A/E shall provide a copy of the initial draft of the Program Document and present its findings to the MSA, DLS and other key stakeholders as requested by MSA/DLS.

4. Program Document

- A. Upon completion of the Program Work, A/E shall provide a minimum of two (2) hard copies and one electronic copy in .pdf format of the Program Work for MSA and DLS.
- B. The Program Document shall satisfy the requirements of the Program Manual.
- C. The Program Document shall include a program/project impact analysis and reports including:
 1. Operational impact of each project execution scenario;
 2. Strengths, Weaknesses, Opportunities and Threats (SWOT) of each project execution scenario; and
 3. Cost-benefit associated with each project execution scenario.
- D. The A/E shall meet with MSA and DLS to discuss the A/E's findings, recommendation, and proposals set forth in the Program Document.

5. Scheduling

- A. The A/E shall prepare and periodically update a master project schedule that tracks and monitors the progress of the Program Work and identifies milestones and critical decision points required by the Project Team including MSA, DLS and the A/E.
- B. The A/E shall provide scheduling services to produce a high-level project schedule for each project execution scenario identified during the Program Work. Each schedule shall outline the major items of the work and clearly show the expected overall duration to complete the Work.

6. Cost Estimating

The A/E shall provide cost estimating services to produce a cost estimate for each project execution scenario identified during the Program Work.

7. Supplemental Services

A. The A/E shall provide supplemental services as necessary to complete the Programming and Due Diligence effort which may include, but are not limited to, the following:

1. Site Development/Planning Building/Infrastructure Analysis
2. Environmental Impact Analysis
3. Archaeological Impact Studies
4. Geotechnical Analysis/Engineering
5. Traffic Studies (Pedestrian and Vehicular)
6. Blocking/ Stacking and Engineering System Studies

3.4. Scope of Work – Study Design

Upon approval of the desired project execution scenario by MSA and DLS, the contract with the A/E will be modified to include Study Design services; which services include, but are not limited to, the following:

1. Advancing the design of the project execution scenario approved by MSA and DLS during the Programming and Due Diligence Phase to a level between Conceptual Design and Schematic Design.
2. Updating the cost estimate provided in the Program Document to produce a reasonable and reliable estimate of the expected cost of construction and the overall project budget.
3. Updating the project schedule provided in the Program Document.
4. Updating studies and/or reports produced in the Programming and Due Diligence phase.
5. Value Engineering
6. Quality Assurance

3.5. Scope of Work – Project Design & Construction Administration

Project Design and Construction Administration services are described in Article 2 of the Architect Design Agreement included as Attachment G. The scope of work includes, but is not limited to the following:

A. Schematic Design Phase

1. Cost estimating

B. Design Development Phase

1. Cost estimating and reconciliation(s) with the CM's cost estimate

C. Construction Documents Phase

1. Cost estimating and reconciliation(s) with the CM's cost estimate

D. Bidding or Negotiating Phase

E. Construction Phase Administrative Services

SECTION 4

PROPOSAL SUBMISSION AND REQUIREMENTS

4.1 Submission – General Requirements

Offerors shall submit proposals labeled “**Department of Legislative Services Building Improvements – Request for Proposals – Architectural/Engineering Services – Volume I – Technical Proposal.**” All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page “x”). The final page shall state “Final Page”.

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

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

4.2 Technical Proposal

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

1. Transmittal Letter

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

2. Title and Table of Contents

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

3. Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.” The summary shall: (1) identify any exceptions the Offeror has taken to the requirements of this RFP or any Attachments, (2) identify any exceptions, assumptions, requested modifications or qualifications the Offeror has taken to the requirements of the Agreement included in **Attachment G**, (3) acknowledge the receipt of all amendments or addenda associated with the RFP, and (4) provide its tax identification number.

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

4. Experience and Qualifications (Tab 1)

Section 2 and Section 3 outline the desired requirements of this solicitation.

The following is to be included in this section:

A. Architect-Engineer Qualifications – SF330 (**Attachment E**)

1. Responses must include key subcontractors and/or consultants that will participate in any phase of the project for each of the two potential project execution scenarios identified in Section 3.3 above (Scope of Work and Due Diligence).
2. Section D – Organizational Chart:
 - i. Clearly identify the team member(s) that will attend design meetings and serve as the day-to-day contact for the proposed team(s).
3. Section E – Resumes of Key Personnel:
 - i. At a minimum, submit resumes for the following from each major discipline:
 1. Project Executive
 2. Project Manager
 3. Project Designer
 4. Cost Estimator
 5. Other Key Personnel deemed appropriate
4. Section F – Example Projects: Programming
 - i. Facility Program:
 1. Four (4) projects that illustrates the A/E’s qualifications for overseeing/managing the Programming effort.

5. Section F – Example Projects: Design & Construction

i. Renovation:

1. Four (4) projects for the A/E; two (2) for the civil engineer; two (2) for the structural engineer; one (1) for the mechanical engineer and one (1) one for the electrical engineer.

ii. New Construction:

1. Four (4) projects for the A/E; two (2) for the civil engineer; two (2) for the structural engineer; one (1) for the mechanical engineer and one (1) one for the electrical engineer.

6. Part II, Box 5B – Small Business Status: Indicate if the Offeror is a Maryland MDOT MBE and/or SBR. Include applicable certification number as appropriate.

B. Insurance:

1. Provide proof of insurance certifying the Offeror's ability to comply with the insurance requirements contained in Sections 1.39 and 1.40; and as set forth in the form Contract attached hereto in **Attachment G**.

Joint Ventures: Offerors shall also identify any joint ventures at the time of submission, if any, and the roles these relationships will have in the performance of a Contract. Upon MSA's request, Offerors shall make available within 24 hours the joint venture scope of work documents and/or agreement.

5. Work Plan (Tab 2)

- A. Staffing Plan: Provide a *Staffing Plan* in the format included in **Attachment F** that shows the minimum percentage of time that each Key Personnel member will dedicate to the Project.
- B. Conceptual CPM Schedule: Provide a high-level schedule that includes the programming effort and considers each of the two potential project execution scenarios identified in Section 3.3 above that shows the Offeror's proposed sequence of activities and durations required to complete the milestones included in the scope of work outlined in this RFP. The schedule shall assume the anticipated start date set forth Section 3.2.1 above.
- C. Provide a descriptive summary of the Offeror's approach to the items below. Provide this information in the exact order listed and using the headings indicated. This information shall clearly demonstrate what the Offeror has done in the past or what is being proposed for this Project.
 1. Programming: Describe the process by which the Offeror will manage and administer the Programming services and the subsequent design, scheduling

and cost estimating services outlined in Section 3. As part of the narrative, describe the Offeror's approach to working collaboratively with the Project Team to complete the work. Highlight any unique skills or abilities that the Offeror can/will provide in the execution of the work.

2. Design Management: Describe the process by which the Offeror will lead the design team in the execution of the scope of work outlined in this RFP. As part of the narrative, describe the Offeror's approach to working collaboratively with the Project Team to help guide the overall program and design of the Project. Highlight any unique skills or abilities that the Offeror can/will provide in the execution of the project.
3. Project Challenges to Renovation: Identify the three (3) most significant challenges to renovating the building in order of importance based on the information made available in this RFP and the site visit(s). Provide a brief description of the Proposer's approach to addressing each, including specific experience resolving similar challenges.
4. Project Challenges to Razing and Constructing a New Building: Identify the three (3) most significant challenges to razing the building and constructing a new building within the existing building footprint in order of importance based on the information made available in this RFP and the site visit(s). Provide a brief description of the Proposer's approach to addressing each, including specific experience resolving similar challenges.

6. Work Samples (Tab 3)

Provide a sample of the following items. Work Samples shall be from one of the example projects identified in Section 4.3.4.A.5.

A. Programming Document

B. Cost Estimate at the following milestones.

1. Schematic Design
2. Design Development with evidence of reconciliation with CM/A/E estimate.
3. Construction Documents with evidence of reconciliation with CM/A/E estimate.

7. Economic Benefits Factors (Tab 4)

1. The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with Offeror's Request for Financial Proposals from **Attachment H**, the Request for Financial Proposal Form. See COMAR 21.05.03.03A (3).
2. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorable than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

3. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
4. As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Office or other designated agency personnel reports of the actual attainment of each benefit listed in response to the section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
5. In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
 - Generic statements that the State will benefit from the Offeror's superior performance under the contract;
 - Descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
 - Tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
6. Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded the Contract.
7. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
 - The contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subconsultants or information from your Financial Proposal;**
 - The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime, and if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
 - Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicated tax category (sales tax, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;

- Subcontract dollars committed to Maryland small business and MBEs; and
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

8. Other Required Submissions (Tab 5)

Offerors must submit the following items in the Technical Proposal:

- A completed Bid/Proposal Affidavit (Attachment A);
- A completed Conflict of Interest Information/Affidavit and Disclosure (Attachment B).

4.4 Financial Proposal

Information about due date and submission instructions will be included in the notification to the selected Short-listed Offerors. The Financial Proposal shall include an accurately completed and signed MBE Form D1- “MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule” (see **Attachment D**). Per COMAR regulation 21.11.03.09.C (5), failure to include and/or accurately complete this form shall result in a determination that the proposal is not susceptible for award. A sample copy of the Request for Financial Proposal is attached hereto as Attachment H.

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

Section 5

EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the Proposals will be performed by the Selection Committee and will be based on the criteria and responsiveness of the Offeror as set forth in the RFP. The Technical Proposal will be worth 70% of the overall score. The Financial Proposal will be worth 30% of the overall score.

5.2 Technical Criteria

The criteria to be used to evaluate each Technical Proposal, includes, without limitation, the factors identified below:

- Offeror's Technical Response to the Proposal Requirements, Work Plan, and Work Samples
- Experience and Qualifications of Proposed Staff
- Offeror Qualifications, Capabilities, and Past Performance, including proposed subconsultants
- Oral Presentation
- Economic Benefits to the State of Maryland
- Quality of Submission

5.3 Financial Criteria

All Offerors will be given a score based on their evaluated financial proposal. The lowest evaluated financial proposal will receive the maximum score. The score for the other financial proposals will be determined on a pro-rata basis compared to the lowest evaluated financial proposal. Financial evaluation will be based upon the scope of work as identified in the Request for Financial Proposal (**Attachment H**). The MSA reserves the right to negotiate final pricing based upon changes resulting from the information provided in the information contained in the RFP.

5.4 Reciprocal Preference

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

affecting the Contract. The preference given will be identical to the preference that the other state, through law, policy, or practice gives to its residents.

5.5 General Selection Process

The Contract will be awarded in accordance with the competitive sealed proposals process under Section 3(C) of MSA's Procurement Policies. Prior to award of a contract pursuant to this RFP, MSA may require any or all Offerors to submit such additional information bearing upon the Offeror's ability to perform the contract as MSA may deem appropriate. MSA may also consider any information otherwise available concerning the financial, technical and other qualifications or abilities of the Offeror.

MSA may hold discussions with any or all Offerors judged reasonably susceptible of being selected for award, or potentially so. MSA also reserves the right to develop a short-list of Offerors deemed most qualified based upon their Technical Proposals and conduct discussions with only the short-listed Offerors. However, MSA also reserves the right to make an award without holding discussions. Whether or not discussions are held, MSA may determine an Offeror to be not reasonably susceptible of being selected for award, in its sole and absolute discretion, at any time after the initial closing date for receipt of proposals and the review of those proposals.

5.6 Award Determination

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