



Maryland Stadium Authority
Request for Proposals
On-Call Cost Estimating Services

Issue Date: November 15, 2019

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See **Section 1.8**.

**MINORITY, WOMAN, AND SMALL BUSINESS ENTERPRISES ARE
ENCOURAGED TO RESPOND TO THIS SOLICITATION.**

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

Request for Proposals

On-Call Cost Estimating Services

RFP Issue Date: November 15, 2019

Procurement Officer: Carmina Perez-Fowler
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Office Phone: 410-223-4129
E-mail: cpereszfowler@mdstad.com

Procurement Method: Competitive Sealed Proposals

Pre-Proposal Conference: November 22, 2019 at 10:30 a.m (Local Time)
(Web Conference)

Closing Date and Time (Local Time)

Technical Proposals: December 13, 2019 at 1:00 p.m. (Local Time)

Financial Proposals: Financial proposals will be requested from short-listed Offerors only.

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SECTION 1

GENERAL INFORMATION

1.1 Summary Statement

The Maryland Stadium Authority (“MSA”) is issuing this Request for Proposals to qualified cost estimating firms (“Consultant”) to provide cost estimating services for various MSA projects. The MSA oversees and manages projects in partnership with local governments, universities, and the private sector throughout the State of Maryland. The projects include convention centers, museums, theaters, school facilities, parks and campus centers, and sports complexes, to name a few. This RFP will be the basis for prequalifying at least two consulting firms that will be issued task orders or may be required to submit proposals in response to project-specific Requests for Proposals (“RFPs”).

1.2 Abbreviations and Definitions

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

- a. **COMAR** - Code of Maryland Regulations (available at <http://www.dsd.state.md.us>).
- b. **Contract** - The contract or agreement entered into between MSA and the selected Offeror. The Contract will include all general terms and conditions and will incorporate the entire RFP, including any amendments and addenda to the RFP, and all or indicated portions of the selected Offeror’s proposal. A sample contract is attached hereto as **Attachment G**.
- c. **Consultants** – The qualified cost estimating firms selected pursuant to the terms of this RFP.
- d. **eMMA** - eMaryland Marketplace Advantage (<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=/page.aspx/en/buy/homepage>).
- e. **Local Time** – Time in the Eastern Time Zone as observed by the State.
- f. **MBE** –Minority Business Enterprise certified by the Maryland Department of Transportation (hereinafter “MDOT”).
- g. **MSA** – Maryland Stadium Authority (www.mdstad.com)
- h. **MSA Business Hours** – 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays.

- i. **MSA Procurement Policies** – MSA procurement policies and procedures (available at www.mdstad.com).
- j. **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.
- k. **Offeror** - An entity that submits a Proposal in response to this RFP.
- l. **Pool** - The group of prequalified cost estimating firms selected under this RFP that will be eligible to submit proposals on individual Projects.
- m. **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.
- n. **Project** –A Project may consist of work on, or in connection with, one or more buildings.
- o. **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.
- p. **Project Team** – The Maryland Stadium Authority, the architect, engineers, construction manager, general contractor, subconsultants, subcontractors, and any other consultant/entity the MSA may engage to participate on a project.
- q. **Proposal** - The submission submitted by Offerors in response to this RFP.
- r. **RFP** - This Request for Proposals.
- s. **Selection Committee** - The representatives of the MSA that will participate in the selection of the Consultant(s).
- t. **State** - The State of Maryland.

1.3 Contract Type

The task orders issued under the Contract will include a fixed fee or not-to-exceed amount for cost estimating services and a contingency amount to be used by MSA in its sole discretion.

1.4 Contract Duration

The term of the Contract will be for three (3) years with one two (2) year renewal.

1.5 Procurement Officer

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

Carmina Perez-Fowler
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Telephone: 410-223-4129
Email: cperezfowler@mdstad.com

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

1.6 Pre-Proposal Conference

A web pre-proposal conference (Conference) will be held at **10:30 a.m. (Local Time)** on **November 22, 2019**. Attendance at the Conference is not mandatory but strongly recommended. Please use the link below to register.

<https://www.eventbrite.com/e/preproposal-conference-request-for-proposals-on-call-cost-estimating-svcs-tickets-82134467403>

1.7 The Project Manager

The Project Manager is:

Al Tyler
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201

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

1.8 e-Maryland Marketplace Advantage

In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Visit the following link to register:

<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=/page.aspx/en/buy/homepage>. Click on “New Vendor? Register Now” to begin the process and follow the prompts.

1.9 Questions

Questions regarding this RFP shall be submitted electronically in Word or PDF formats via the following link no later than **1:00 p.m. (Local Time) on December 2, 2019:**

<https://mdstad.sharefile.com/r-ra3f53614f034f93b>

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 **1:00 p.m. (Local Time) on December 13, 2019:**

<https://mdstad.sharefile.com/r-r679ea8d2ec04a8c9>

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

1.11 Oral Presentations

Oral presentations are not required at this time; however, MSA reserves the right to conduct oral presentations or telephone interviews with short-listed Offerors, as necessary.

1.12 Duration of Offer

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

1.13 Proposal Affidavit

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

1.14 Contract Affidavit

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

1.15 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 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 closing date for proposals, an addendum/addenda will be provided to all prospective Offerors that were sent this RFP. Addenda issued after the closing date for proposals will be sent only to those Offerors who submitted a responsive and timely proposal, or firms that were short-listed to participate in the next phase of the procurement process. Acknowledgment of the receipt of all addenda to this RFP issued before the proposal closing date must accompany the Offeror's Proposal as identified in Section 4.

Acknowledgement of the receipt of addenda to the RFP issued after the proposal closing date shall be in the manner specified in the addendum/addenda. Failure to acknowledge receipt of addenda does not relieve the Offeror from complying with all terms of any such document.

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. This may be followed by submission of Offeror-revised proposals and best and final offers (hereinafter "BAFO"). MSA also reserves the

right, in its sole discretion, to award a contract based upon written proposals received, without prior discussions or negotiations.

1.19 False Statements

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

- a. In connection with a procurement contract, a person may not willfully:
 1. Falsify, conceal, or suppress a material fact by any scheme or device;
 2. Make a false or fraudulent statement or representation of a material fact; or
 3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b. A person may not aid or conspire with another person to commit an act under subsection of this section.
- c. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.20 Minority Business Enterprise

This solicitation does not include a MBE participation goal.

1.21 Incurred Expenses; Economy of Preparation

MSA will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, making an oral presentation, providing a demonstration or performing any other activities related 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 or a resulting Contract will be subject to Section 10 of MSA's Procurement Policies and Procedures, and the relevant provisions of the Contract. MSA's Procurement Policies are available for review on MSA's website at www.mdstad.com 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

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

1.25 Patents, Copyrights, and Intellectual Property

- a. If the Consultant furnishes any design, device, material, process or other item that is covered by a patent or copyright, or that is proprietary to or a trade secret of another, it shall obtain the necessary permission or license to permit MSA to use such item.
- b. The Consultant will defend or settle, at its own expense, any claim or suit against MSA alleging that any such item furnished by the Consultant infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, copyright or trade secret, the Consultant will defend MSA against that claim at the Consultant's expense and will pay all damages, costs, and attorney's fees that a court finally awards, provided MSA: (i) promptly notifies Consultant in writing of the claim; and (ii) allows the Consultant to control, and cooperates with the Consultant in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in the next paragraph.
- c. If any products furnished by the Consultant become, or in the Consultant's opinion are likely to become, the subject of a claim of infringement, the Consultant will, at its option and expense: (i) procure for MSA 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 Consultant and MSA under any termination clause in the contract. The effect of termination of the contract hereunder will be to discharge the Consultant and MSA from future performance of the contract, but not from their rights and obligations existing at the time of termination. The Consultant shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the contract. MSA shall notify the Consultant as soon as it has knowledge that funds may not be available for the continuation of the contract for each succeeding fiscal period beyond the first.

1.27 Financial Disclosure

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

1.28 Non-Exclusive Use

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

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”). A form will be provided to the selected Offeror.

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

1.32 Loss of Data

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

1.33 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 Consultant or any entity that is a subconsultant on said Contract.

1.34 Nondiscrimination in Employment

The Consultant agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that

contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause subconsultants to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

1.35 Contingent Fee Prohibition

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

1.36 Political Contribution Disclosure

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

1.37 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 closing date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.38 Contract Compliance System

As part of MSA's commitment to assist firms in complying with legal and contractual requirements, MSA maintains a web-based contract compliance system. The system is designed to provide various workflow automation features

that improve the project reporting process. This system will monitor contract compliance for all Program contracts. The prime firm, its first tier Consultant, and all MBE participation 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.

1.39 Right to Increase Number of Consultants

MSA reserves the right to increase the number of Consultants, including issuing another Request for Proposals, for similar services.

1.40 Maryland Law

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

SECTION 2

OFFEROR'S QUALIFICATIONS

2.1 Qualifications

The Offeror shall meet the following minimum qualifications in order to be considered for the Pool:

- A. It shall be a firm with a minimum of five years specializing in providing cost estimating services to include, but not limited to: cost estimating, capital cost estimating, program cost estimating, project costing, quantity surveying, detailed quantity take-off, cost evaluation, cost analysis, cost forecasting, life cycle costing, cost accounting, earned value analyses, and market trends price analyses.
- B. The firm shall have experience providing cost estimating and claim analysis services for new construction, renovation, or demolition of various project types, as listed in Section 1.1 of the RFP.
- C. The firm shall have experience in various architectural design and construction disciplines such as, but not limited to, demolition; civil, structural, mechanical and electrical engineering; architectural design; life safety and facilities/structures with unique features/amenities including stadiums, arenas, convention centers, schools, and other large public facilities.
- D. The firm shall be knowledgeable of the available project delivery methods, including, without limitation, Construction-Manager at Risk and Design-Build, and Design-Bid-Build.

SECTION 3

PURPOSE AND SCOPE OF WORK

3.1 Purpose

The Consultant shall provide cost estimating services, shall carry out the responsibilities defined in each Project's scope of services, and shall provide such services as needed to successfully complete the Project within the time and budget constraints set forth and agreed upon in each task order or Project-specific RFP.

3.2 Scope of Services

The MSA will contract with the Consultant to provide cost estimating services on an as-needed basis. The services may include, but are not limited to: project budgeting, construction cost estimating, value engineering, cost control estimates, bid tabulation reviews, change order cost analysis, and claims analysis. Construction and/or rehabilitation projects undertaken by the MSA may be solicited in any of the following manner:

- Design-Bid-Build (Invitation for Bid)
- Design Build (Request for Qualifications and/or Proposals)
- Construction Management at Risk
- Any other method deemed appropriate by the MSA

The Consultant shall, at all times, work collaboratively with the MSA and members of the Project Team, if necessary, as well as, all regulatory agencies throughout the life of the Project.

A. General Administration and Coordination

The general administration and coordination activities to be performed by the Consultant include, but are not limited to, the items described below:

- Provide adequate staff to coordinate and support the project at each milestone estimate.
- Attend kickoff and periodic milestone meetings as required.
- Perform field visits and activities, as required, to become thoroughly familiar with the site and conditions surrounding the site, as well as, document the conditions observed on the site.
- Work with the MSA to evaluate the risk associated with the design and to ensure that variables such as site logistics, constructability, local participation, shift work etc. are adequately accounted for in costs.
- Advise on the advantages and disadvantages of the various project delivery methods and recommend the appropriate delivery method for specific projects.

- Provide high level scheduling to establish relative overall anticipated durations for the project.
- Identify long lead items and recommend methods of procurement to achieve the project schedule.
- Participate in value engineering exercises and evaluate proposed building design systems as to quality, first cost and life cycle cost, constructability, and labor material availability.
- Become familiar with local labor rates and labor conditions/availability.
- Consult with and advise the MSA of budget variances and make recommendations for corrective actions.
- Provide quantity takeoffs and third party tabulations.
- Review drawings and specifications for errors and omissions trade consistency.
- Provide master planning cost estimating and analysis.

B. Cost Estimating Requirements

Construction cost estimates shall include all aspects of demolition, remodeling, new construction, and site improvement work. Projects may include new construction projects, renovation projects, or conceptual planning projects and may include infrastructure or civil projects. Estimates shall be prepared in a manner as to conform to all applicable codes and ordinances.

The Consultant shall also provide reconciliation of estimates provided by the Project Team and attend reconciliation meetings as requested. The number and type of estimates will vary from project to project based on the complexity of work contemplated to be undertaken. The actual number and type of estimates shall be determined by the MSA prior to the start of each project sequence.

The Consultant shall work with the Project Team, as may be required. The Consultant shall inform MSA's Project Team of estimating protocols and required documentation formats prior to the start of each design phase.

The Consultant shall prepare and present construction cost estimates in a format that will clearly define the scope of the work being evaluated and be presented to the MSA with detailed breakdowns indicating all quantities and unit costs. Estimates will become the benchmark against which the evolving designs will be reconciled. Subsequent estimates shall be presented so that variances from the preceding estimates are clearly identifiable.

Estimates shall reflect factors influencing the potential cost of the project including but not limited to, market conditions, escalation, trade availability, Contractor's overhead, profit, and insurance, local and jurisdictional code issues, the MSA's building and system standards and the MSA's procurement

requirements.

Estimates may also include soft costs, hard costs, ancillary costs, furniture, fixtures and equipment and contingencies. Estimates may also take into consideration relevant asbestos, geotechnical, geological, hydrogeological, environmental, site and development issues that may impact construction costs.

When estimated costs vary from the preceding project estimates, MSA may determine that it is necessary for the Consultant, in collaboration with the Project Team, to undertake a value management evaluation (options, advantages, disadvantages and recommendations) in order to identify specific methods to bring the costs back in line within the accuracy range of the project budget.

When project scopes are determined to present special risk factors, the Consultant may be directed to present multiple estimates reflecting different levels of risk.

The Consultant shall prepare construction estimates for various projects reflecting the specific development phase of the project (including but not limited to: Concept Design, Schematic Design, Design Development, 50% Construction Documents, 95% Construction Documents and Issue for Bid) to verify that the design and scope of the project are within the budget parameters. Estimates shall be based on project scopes and schedules and shall include reasonable contingencies. Estimates shall be realistic for the work to be performed, reflect a clear understanding of the project requirements, and shall be consistent with the unique project requirements.

Depending on project complexities, the Consultant may be required to prepare construction cost analysis at the end of 100% Concept Design Phase, 100% Schematic Design Phase, 100% Design Development Phase, 50% Construction Documents Phase, 95% Construction Documents Phase, Issue for Bid Documents, and 100% Construction Documents Phase.

Estimates shall be presented to MSA with detailed breakdowns indicating all quantities and unit costs and as follows:

1. Program Level/Concept Level Design Estimates

Concept design estimates shall be developed by the Consultant with oversight by MSA. The estimates shall be developed from discussion with Project Team and other key stakeholders as may be needed and shall be based on project information provided by MSA's Project Team such as conceptual site plans, conceptual floor plans, preliminary building size calculations, mechanical, electrical and plumbing (MEP) narratives, and additional reports or site assessment information as

available.

The Consultant shall submit the draft concept design budgets to MSA. Based on comments received, the Consultant shall revise the draft preliminary Construction budget as required and submit the final baseline Construction budget to MSA for approval.

The Consultant will provide the services at each of the project design milestones identified below. The cost estimating support must include but not be limited to: verification of take-off quantities, preparation of project estimates, material cost forecasting, construction phasing review, comparison of similar facilities, concept level schedule for design and construction, input on risks associated with the construction and proposal of any constructability or value engineering or scheduling comments that are evident during the course of the estimating work. The Consultant (in coordination with MSA) may provide intermediate estimating support to MSA's Project Team for design alternatives and/or construction packages at varying stages or phases of the project. The Consultant may provide high-level schedule to indicate project duration, including, without limitation, time for design, permitting, preconstruction, construction, commissioning, and close-out.

2. Schematic Design Estimates

Schematic design estimates shall be developed by the Consultant, with oversight by MSA. The estimates shall be developed from discussion with MSA's Project Team and other key stakeholders as may be needed and shall be based on project information provided by MSA's Project Team such as site plans, floor plans, structural system plans, mechanical electrical and plumbing plans and narratives, phasing narratives and schedules. (Note multiple schematic designs may be provided for comparative purposes to assist MSA in the selection of a preferred option.)

Schematic design estimates shall be compared by the Consultant against the preliminary Construction budget to identify variances. Variances shall be highlighted so that specific action can be undertaken to reduce costs as may be required.

Must meet the scope of work in item 3.2(B)(1) above, if no Concept Design Estimate is produced.

Update/adjust project schedule as necessary.

3. Design Development Estimates

Design development estimates will be developed by the Consultant with oversight by MSA. The estimates shall be developed from discussion with MSA's Project Team and other key stakeholders as may be needed and shall be based on project information provided by MSA's Project Team such as site plan, floor plans, building sections, building elevations, structural system plans, mechanical electrical and plumbing plans and narratives, phasing narratives and schedules.

At the completion of design development phase, the design development estimate for each project will be compared by the Consultant against the latest prior approved estimates to identify any variances. Variances shall be highlighted so that specific action can be undertaken to reduce costs as may be required.

Reconcile with estimates, and schedules, provided by the project team. Update and adjust schedule and review comments on the schedule prepared by MSA's Project Team.

4. Pre-Bid Estimates

Pre-bid estimates will be developed by the Consultant with oversight by MSA. These estimates shall be prepared prior to issuance of bid and shall occur at approximately 95% completion of the Construction Documents. The estimates shall be developed from discussion with MSA's Project Team and other key stakeholders as may be needed and shall be based on project information provided by the MSA's Project Team such as detailed drawings, phasing plan, detailed specifications and project schedule.

Depending on the complexity of the project and when directed by MSA, these estimates shall also occur at 50% completion of the Construction Documents as listed above.

Pre-bid estimates for each project will be compared by the Consultant against the latest prior approved estimates to identify any variances. Variances shall be highlighted so that specific action can be undertaken to reduce costs as may be required.

Assist in scope review and bid packaging prior to issuing for bids.

Reconcile with estimates, and schedules, provided by MSA's Project Team.

5. Bid Addenda

When Addenda are issued prior to bid opening, the Consultant may be asked to complete an update to the Pre-Bid Estimate, which incorporates the Addendum. If the Addenda contain a monetary and/or schedule impact, the Consultant will collaborate with the MSA's Project Team to realign the cost estimate and bring it back to the approved Pre-Bid Estimate.

6. Bid Evaluations

The Consultant shall analyze and report on all bids with recommendations after consultation with MSA, MSA's Project Team and bidders. The analysis shall identify any potential problem areas that may affect completion of the project in accordance with the budget and time schedule, along with recommended action. The Consultant shall assist MSA's Project Team in undertaking post-bid value management, as may be required, including the incorporation of suggested alternatives and savings contained within the submitted general contractor bids. The Consultant shall make recommendations on any other matters that may have become evident during discussions with the parties or that may have become evident during the course of the Consultant's review and inquiries.

Upon acceptance of a bid, the Consultant may be requested to prepare a complete project budget, including construction costs, ancillary costs, furniture, fixtures and equipment, and contingencies.

7. Construction Change Orders and Claims Analysis

When requested by MSA, the Consultant shall provide full review of all change orders and claims in consultation with MSA and the Project Team. Reviews may include cost as well as schedule impacts.

3.3 Estimate Reporting Format Requirements

The Consultant shall prepare and present construction cost estimates in a format that will clearly define the scope of the work being evaluated. The Consultant may be required to conform the estimates to ACEI (Association for the Advancement of Cost Engineers International).

The Consultant's reports and its contents shall be presented in a format satisfactory to MSA. All cost estimate documents shall be prepared in electronic format and must be compatible with Adobe Acrobat Reader. The Consultant shall assist MSA in the determination of these formats.

Estimates and associated cost analysis reports and all subsequent updates shall be submitted to MSA within ten (10) working days after the Project Team's submission of documents for each phase of work (or within such time as directed by MSA).

The Consultant will prepare reports as follows:

A. Reports

1. Basis of Estimate Report

Each estimate is expected to be accompanied by a Basis of Estimate (BOE) report. The BOE report is expected to include the following minimum components:

- Narrative, including assumptions and clarifications
- Breakdown by facility, discipline, bid group or subcontract package
- Material quantity take-offs
- Unit prices
- Labor and equipment rates
- Labor and equipment production rates
- Subcontractor costs
- Scope assumptions and clarifications
- Identification of long lead procurement items (equipment, materials and supplies)
- Mark Ups consistent with project delivery
- Provide any market pricing received from material suppliers and/or subcontractors

2. Estimate Variance Report

In addition to the Consultant's estimates, an estimate will be provided by MSA's Project Team at milestones as directed by MSA. The Consultant will be responsible for reviewing and comparing the estimates and preparing a variance report at the specific milestones for MSA to document, at a minimum, any significant differences between the estimates.

As part of this report, the Consultant shall produce a narrative and chart showing the major cost changes and explaining the reasons for the change between the other estimates submitted at this phase. The amount of detail shown in this section of the variance report will be commensurate with the size, complexity, and severity or magnitude of the scope change. If the estimate requires a second resubmittal, the report may require updating.

ASTM E1804, “Standard Practice for Performing and Reporting Cost Analysis during the Design Phase of a Project,” outlines the correct way to display cost estimates. The following is an example of this specific format:

Division of Work	ICE Estimate	Estimate X	Variance Dollars	Variance Percentage
Sitework	\$250,000	\$275,000	+\$25,000	+9.1%
Concrete	\$525,000	\$475,000	-\$50,000	-10.5%

3. Additional Reports

The Consultant shall prepare, distribute and retain records of all project cost control meetings and interviews with MSA and members of the Project Team and other specialty consultants and other agencies/companies, as applicable.

All reports shall be prepared in electronic format and must be compatible with Adobe Acrobat Reader or any other method mutually agreed to by both parties.

The number and type of reports will vary from project to project based on the complexity of work contemplated to be undertaken. The actual number and type of reports shall be determined by MSA prior to the start of each project sequence (or within such time as directed by MSA).

B. Restrictions

Where MSA has engaged the Consultant to perform any Cost Estimating Services for Project, the Consultant is prohibited from working with/for any other party relating to that particular project, in any capacity. However, the Consultant may submit (in writing) a waiver request of the aforementioned prohibition, and MSA, may, in its sole discretion, grant such a waiver, where MSA’s and its Client’s interests are best served.

3.4 Additional Contract Requirements

The Consultant shall prepare cost control strategies to ensure that construction costs and related schedules can be monitored at regular design submission milestones and throughout the construction project.

As requested, the Consultant shall attend value engineering meetings to assist in bringing costs in line with the budget.

The Consultant shall suggest methods to contain cost over runs on the project

including but not limited to the use of “alternates bid items” in the bidding documents.

The Consultant shall attend Project meetings and present information as requested. Consultants shall be responsible for providing all labor, equipment, material and consumables necessary for the production of the Services.

MSA will not be obligated to any minimum or maximum quantities.

Assistance with writing technical requirements for RFPs.

All work completed will be subject to inspection and approval by the MSA. Acceptable quality is solely determined by the MSA and MSA Authorized Representative. The MSA reserves the right to reject and refuse acceptance of work, which is not in accordance with the instructions, specifications, drawings, data or quality standards of same. Rejected work shall be at the expense of the Consultant.

Any work provided by MSA and/or any authorized MSA representative for use in the performance of the Services involves property rights of MSA and shall be held as confidential by the Consultant.

3.5 Task Orders

MSA plans to make at least two awards as a result of this solicitation. At its sole discretion, MSA may either (1) select one firm of the Pool and request a cost proposal or (2) issue a Project-Specific RFP among the firms of the Pool and selection will be based on both technical and price criteria. For non-RFP task orders, the process will be initiated by MSA requesting a cost proposal to provide services based on a scope of services as defined by MSA. The Consultant’s proposal will include a not-to-exceed or fixed-fee detailed cost breakdown based on established hourly rates from the Financial Proposal. MSA will review the proposal, accept it, reject it, or negotiate a revised proposal with the firm. Upon joint agreement of a fee and scope, the firm shall be issued a written order to proceed with the Services.

3.6 Insurance Requirements

See Sample Contract included in this RFP as **Attachment G**.

SECTION 4

PROPOSAL SUBMISSION AND REQUIREMENTS

4.1 Submission – General Requirements

Offerors shall submit proposals labeled “**Maryland Stadium Authority - Request for Proposals – On-Call Cost Estimating Services.**” 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 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 an 8 ½ x 11 format.**

Upon receipt, the Selection Committee will review the Offerors’ technical proposals. Offerors may be asked to participate in a phone interview. Firms deemed as meeting all of the requirements will be ranked and, based on the technical rankings, the Selection Committee will determine which firms are to be “short listed.” Based on technical rankings, short-listed firms may be asked to submit Volume II, Financial Proposal.

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

4.2 Volume I – Technical Proposal

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

1. Transmittal Letter

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

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 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 identify any exceptions the Offeror has taken to the requirements of this RFP and attachments (including the sample contract – **Attachment G**), acknowledge the receipt of any amendments/addenda associated with this RFP, and identify the tax identification number of the “prime” Offeror. The Executive Summary shall not exceed two (2) pages.

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

4. Work Plan and Offeror’s Experience

Section 2 (Offeror’s Qualifications) and Section 3 (Scope of Work) of this RFP, provides Offerors with information on the desired outcome of this solicitation. At a minimum, Offerors shall address the following:

Firm’s Experience and Capabilities

1. An overview of the Offeror’s experience in providing cost estimating, including the number of years. Offerors should include the Experience Form (**Attachment H**).
2. Description of Offeror’s familiarity and knowledge of local standards, laws, building codes, and conditions applicable to the Scope of Work.
3. A list of at least three (3) references of current or previous projects (within the last three years) of relevance to the proposed scope of work. Provide the name of the organization, as well as, the name, title and contact information (phone and email) for a representative of the organization.
4. Provide at least five (5) project samples such as, but not limited to, schools, public venues, sports-related venues, and/or entertainment venues that the Offeror has completed in the last five (5) years.

Key Personnel and Work Plan

1. The Offeror’s organization and how it intends to complete the scope of work outlined in the RFP.
2. The names, titles, and resumes of the proposed key management and other personnel (staffing plan) directly involved with managing the work that will be required under task orders or Project-specific RFPs.

Note: During proposal evaluation, MSA reserves the right to require that

the Offeror provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement and Cash Flow Statement or other acceptable financial information. These documents may be relied upon in any determination regarding the Offeror's financial responsibility.

5. Other Required Submissions

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

- A. Completed Bid/Proposal Affidavit (**Attachment A**);
- B. Completed Conflict of Interest Information/Affidavit and Disclosure (**Attachment B**);
- C. Work Capacity Summary Form for Key Management and Personnel (**Attachment E**);
- D. Verification from the Offeror's insurance carrier/provider identifying the Offeror's current policy limits and current deductible amounts, including coverage limits for Commercial General Liability, Excess Liability, Automobile, Worker's Comp/Employer Liability, and any additional insurance coverages held by the Offeror are to be identified and submitted; and
- E. A completed Corporate Profile (**Attachment D**).

4.3 Volume II - Financial Proposal

1. Required Submissions

Information regarding the due date and submission instructions will be included in the notification to the selected Short-listed Offerors. In the Pricing Form (**Attachment F**), for evaluation purposes, the Offeror must include a fixed-fee for a sample project. In addition, Offerors must provide hourly rates, per job category, for the initial and renewal period.

SECTION 5

EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the proposals will be performed by the Selection Committee and based on the criteria set forth below. Technical criteria shall be given more weight than financial criteria.

5.2 Technical Criteria

Criteria used to rate the technical proposal include, without limitation, the following:

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

5.3 Financial Criteria

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

5.4 Reciprocal Preference

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

5.5 General Selection Process

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

5.6 Award Determination

Upon completion of all evaluations, discussions and negotiations, and reference checks, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to MSA, 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.

ATTACHMENTS

All attachments can be accessed via the following Share File link:

<https://mdstad.sharefile.com/d-s49ad5bd6a4e4afe8>

- A.**BID/PROPOSAL AFFIDAVIT****
- B.**CONFLICT OF INTEREST AFFIDAVIT****
- C. **CONTRACT AFFIDAVIT****
- D.**CORPORATE PROFILE****
- E.**CAPACITY SUMMARY SHEET****
- F.**PRICING FORM (to be provided via addendum)****
- G.**SAMPLE CONTRACT (to be provided via addendum)****
- H.**COST ESTIMATING EXPERIENCE FORM****

ATTACHMENT A
Bid/Proposal Affidavit

ATTACHMENT - Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

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

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

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

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____

(Authorized Representative and Affiant)

ATTACHMENT B

Conflict of Interest Affidavit

CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE

- A. "Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage."

- B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes an Offeror, Bidder, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

- C. The Offeror/Bidder warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary).

- E. The Offeror/Bidder agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror/Bidder shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions, which the Offeror/Bidder has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the Contract has been awarded and performance of the Contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT C
Contract Affidavit

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

_____ is a (check applicable items):

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

And is registered or qualified as required under Maryland Law.

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

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

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

(Print name) _____

(Print address) _____

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

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

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

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

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

- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii) of this affidavit or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii) of this affidavit or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (k) Take appropriate personnel action against an employee, up to and including termination; or
 - (l) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (m) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a) through (j) of this affidavit.
- (3) If the business is an individual, the individual shall certify and agree, as set forth in §E(4) of this affidavit, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining

the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By:

(Printed name of Authorized Representative and affiant)

(Signature of Authorized Representative and affiant)

ATTACHMENT D

Corporate Profile

Corporate Profile

Firm Contact Information

Firm Name: _____

Federal ID Number: _____

Point of Contact: _____ Phone Number: _____

Regional Office Address: _____

Firm Background Information

Year Firm Founded: _____

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

Primary Business / Service Provided: _____

Number of Years Performing Services: _____

Number Full Time Employees (Corporate / Regional Office): _____ / _____

Provide a brief narrative outlining the firm's history.

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

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

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

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

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

Volume	Annual Sales	Completed Projects	Largest Project
2015	_____	_____	_____
2016	_____	_____	_____
2017	_____	_____	_____
2018	_____	_____	_____

Firm References

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

Project Name: _____

Name: _____
Title: _____
Company Name: _____
Phone Number and email: _____
Project Relationship: _____

Project Name: _____

Name: _____
Title: _____
Company Name: _____
Phone Number and email: _____
Project Relationship: _____

Project Name: _____

Name: _____
Title: _____
Company Name: _____
Phone Number and email: _____
Project Relationship: _____

Disclosure of Contract Issues; Litigation

Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves your firm. List any contracts in which your firm has been found guilty or liable, or which may affect the performance of the services to be rendered herein, in which your firm has been involved in within the last 5 years.

Failure to Complete

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

Insurance

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

Prepared By:

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT E
Capacity Summary Sheet

CAPACITY SUMMARY SHEET FOR KEY MANAGEMENT AND PERSONNEL

Name of Firm:
Project(s):

In this table, your firm must include information for all key management and other personnel (including subconsultants) who were listed as part of the project team in the Work Plan. Please add rows as necessary.

Name/Position Description (must be consistent with Financial Proposal)	Current and Projected Assignments	Value of Contract	Role on Current and Projected Assignments	NTP Date	Approx. Completion Date	Project on Schedule (Y/N)	Committed hours for the next 24 months	Identify issues which may affect individual's ability to perform the services described in this RFP. Indicate if a current project is high-priority/rush. If project is behind schedule, provide brief explanation.
					Total		0	
					Total		0	

ATTACHMENT F

Pricing Form

(to be issued via addendum)

ATTACHMENT G

Sample Contract

(to be issued via addendum)

ATTACHMENT H

Cost Estimating Experience Form

