

Maryland Stadium Authority

355 West Camden Street, Suite 500

Baltimore, Maryland 21201



Request for Proposals

BUILDING COMMISSIONING SERVICES

M&T BANK STADIUM

RFP # **MSA 21-003**

ISSUE DATE: **June 5, 2020**

DUE DATE: **June 30, 2020**

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

RFP **MSA 21-003**

Issuing Office: Maryland Stadium Authority
Procurement Officer: **Sandra Fox**
Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, Maryland 21201
Office Phone: (410) 333-1560
sfox@mdstad.com

Contract Officer: Philip Hutson
333 West Camden Street, Suite 500
Baltimore, Maryland 21201
Office Phone: (410) 333-1560
E-mail: **phutson@mdstad.com**

Proposal Submission -- Electronically Negometrix eProcurement System
To: <https://www.negometrix.com/us/general-terms-Conditions-privacy/>

Solicitation Issue Date: June 5, 2020

Deadline for Receipt of Questions: 4:00 pm (local time) **June 23, 2020**

Proposal Due Date and Time: 2:00 pm (local time) **June 30, 2020**

Tentative Contract Award: August 5, 2020

Pre-Proposal Meeting via Teleconference – June 16, 2020 at 8:00 a.m.

Meet.google.com/tan-onro-qkg +1443-461-5136 PIN: 367-615-929#

NOTICE

Prospective Offerors who have obtained this document from a source other than as a direct solicitation from the Issuing Office, must immediately contact the Procurement Officer and provide their name and contact information in order receive any amendments to the RFP, or any other communications relevant thereto.

Table of Contents

1.01 SUMMARY	7
1.02 PROCUREMENT OFFICER	7
1.03 CONTRACT OFFICER	8
1.04 PRE-PROPOSAL CONFERENCE	8
1.05 QUESTIONS AND INQUIRIES	8
1.06 SUBMISSION DEADLINE	8
1.07 FALSE STATEMENTS	9
1.08 ANTI-BRIBERY	9
1.09 DURATION OF OFFER	9
SECTION II. GENERAL INFORMATION	10
2.01 DISCLOSURE	10
2.02 EXPENSES	10
2.03 OFFEROR'S AFFIDAVITS	10
2.04 ACCEPTANCE OF TERMS AND CONDITIONS	10
2.05 MANDATORY CONTRACTUAL TERMS.	10
2.06 PROCUREMENT REGULATIONS	10
2.07 MINORITY PARTICIPATION.	11
2.08 MULTIPLE CONTRACTS AND ASSIGNMENTS	11
2.09 NO GUARANTEE OF WORK	11
2.10 CONTRACT DELIVERABLES	11
2.11 START-UP	11
2.12 ELECTRONIC FUNDS TRANSFER	11
2.13 AMENDMENT OR CANCELLATION OF RFP	11

2.14	PROPOSAL ACCEPTANCE; DISCUSSIONS	12
2.15	ORAL PRESENTATION	12
2.16	MULTIPLE PROPOSALS	12
2.17	PROTESTS	12
2.18	PROPOSAL OPENING	12
2.19	REPRESENTATIONS	12
2.20	ORDER OF PRECEDENCE	13
SECTION III. MINIMUM QUALIFICATIONS		13
3.01	OFFEROR MINIMUM QUALIFICATIONS	13
SECTION IV. SCOPE OF SERVICES		14
4.01	SCOPE OF SERVICES	14
4.02	STANDARD OF CARE	19
SECTION V. PROPOSAL FORMAT		20
5.01	TRANSMITTAL LETTER	20
5.02	TWO-VOLUME SUBMISSION	20
5.03	VOLUME I – TECHNICAL PROPOSAL	20
5.04	DISCLOSURES	22
5.05	VOLUME II - PRICE PROPOSAL	22
SECTION VI. EVALUATION AND SELECTION PROCEDURE		23
6.01	QUALIFYING PROPOSALS	23
6.02	SELECTION PROCEDURES	23
6.03	TECHNICAL EVALUATION	23
6.04	PRICE EVALUATION	23
6.05	BEST AND FINAL OFFER	24

6.06	FINAL EVALUATION AND RECOMMENDATION FOR AWARD	24
6.07	DEBRIEFING OF UNSUCCESSFUL OFFERORS	24
	RFP ATTACHMENTS AND APPENDICES	25

SECTION I. PROCUREMENT INFORMATION

1.01 SUMMARY

The Maryland Stadium Authority (“MSA”) is requesting proposals for a highly qualified Commissioning Agent (the “Consultant”) to manage building commissioning services for the proposed M&T Bank Stadium HVAC Controls, Lighting Controls, and Submetering Systems Project in Baltimore, Maryland as particularly described herein.

- 1.01.1 The objective of commissioning is to ensure that all energy-related and other building systems installed are performing per the design intent and provide documented confirmation that the facility systems fulfill the operational, functional, and performance requirements of MSA, its occupants, and the maintainability standards of the Operation and Maintenance (O&M) personnel. To reach this goal, it is necessary for the commissioning process to fully document and implement the project requirements for system function, performance, and maintenance, as well as to verify and document compliance with these criteria throughout design, construction, start-up, and the post occupancy period of operation for mechanical, electrical, plumbing, and renewable energy systems.
- 1.01.2 The commissioning process will systematically document that the specified components and systems have been properly manufactured, installed, and are functioning as specified. This process shall be completed through pre-functional checkout and system functional testing to verify and document the proper operation of all equipment in various modes, critical alarms, and under anticipated performance conditions. Commissioning must be performed on all critical electrical and MEP systems within this scope.
- 1.01.3 The Consultant will work closely with the MSA, the Architectural/Engineering (“A/E”) team, the contractor, and other contracted firms in a cooperative and coordinated fashion. The MSA will deliver the projects via the Design - Build method. The A/E firm for the project is not yet selected. This project will be designed to meet all requirements of the existing LEED EBOM certification.
- 1.01.4 The Maryland Stadium Authority intends to make a single award.
- 1.01.5 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.02 PROCUREMENT OFFICER

The sole point of contact for purposes of this procurement is the Procurement Officer identified on the Key Information Summary Sheet. The Procurement Officer may designate others to act on its behalf. MSA may change the Procurement Officer at its discretion.

1.03 CONTRACT OFFICER

The Contract Officer identified on the Key Information Summary Sheet monitors the daily activities of the Contract and provides technical guidance to the Contractor. The Contract Officer is the point of contact post award, by whom work will be assigned, and to whom invoices will be submitted.

1.04 PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference held remotely at the date and time indicated on the Key Information Summary Sheet.

1.05 QUESTIONS AND INQUIRIES

All Offerors (also referred to herein as “Contractor”) should direct their questions and inquiries to the Procurement Officer. Questions must be submitted via email and received by the Issuing Office no later than 4:00 pm (local time) on **June 23, 2020**. Oral questions will not be permitted. Emailed questions must include in the subject “**MSA Project No. 21-003–Building Commissioning Services**”. If the questions or inquiries pertain to a specific section of the RFP, Offerors must reference the relevant page and section number(s).

1.06 SUBMISSION DEADLINE

1.06.1 To be considered for award, Offerors should submit their proposal electronically as directed on the Key Information Summary Sheet and **Attachment J** hereto; (ii) electronic proposals must be submitted into the Negometrix eProcurement System no later than the date and time set forth on the Key Information Summary Sheet; and (iii) Proposal submissions must comply with the Proposal Submission Requirements in Section VIII.

Registration for Negometrix is free. Please refer questions to Negometrix Help Desk or the MSA Procurement Officer. **PROPOSALS DELIVERED BY EMAIL OR OTHER ELECTRONIC MEANS WILL NOT BE CONSIDERED.** Refer to Section 5 Proposal Format for two-volume submission requirements. In the event the Offeror must submit paper copies, Offeror must contact the Procurement Officer for instructions to do so. In any event, the proposal must be received by the Procurement Officer prior to the deadline for submission.

1.06.2 MSA will not grant requests for extension of the submission date or time. MSA will not consider Proposals or unsolicited amendments to Proposals after the date and time when the proposals are due, regardless of the method of their transmission.

1.07 FALSE STATEMENTS

Offerors are advised that State Finance and Procurement Article § 11-205.1, Annotated Code of Maryland provides as follows:

- (a) *In general.* – 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) Aiding or conspiring with others. – A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) Penalty. – 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 5 years or both.

1.08 ANTI-BRIBERY

Anti-Bribery. Offeror certifies that, to the Offeror's best knowledge, neither the Offeror, nor (if the Offeror is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders, nor any employee of the Offeror who is proposed to be directly involved in the Offeror's activities in connection with the services to be provided, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

1.09 DURATION OF OFFER

Proposals submitted in response to this solicitation are irrevocable for 120 days following the later of the proposal due date or the date the Procurement Officer receives best and final offers, if any. At the request of the Procurement Officer, the Offeror may agree in writing to extend this period.

SECTION II. GENERAL INFORMATION

2.01 DISCLOSURE

Proposals shall be subject to disclosure pursuant to the provisions of Maryland's Public Information Act, Section 4-101 et seq. of the General Provisions Article of the Annotated Code of Maryland (the "Public Information Act"). An Offeror must identify specifically those portions of its Proposal, if any, which it deems to contain trade secrets or confidential or proprietary information and must provide justification why such materials should not, upon request, be disclosed by the State under the Public Information Act. The decision regarding whether or not to release information requested pursuant to the requirements of the Public Information Act requires the Procurement Officer to make an independent determination whether or not information must be disclosed.

2.02 EXPENSES

MSA and the State are not responsible for direct or indirect expenses that an Offeror may incur in preparing and submitting a Proposal.

2.03 OFFEROR'S AFFIDAVITS

Each Offeror shall complete and submit the Bid/Proposal Affidavit attached hereto as Attachment C with the Offeror's Technical Proposal. A successful Offeror will be required to complete a Contract Affidavit in the form attached hereto as Attachment G at the time of execution of the contract entered into as a result of this RFP.

2.04 ACCEPTANCE OF TERMS AND CONDITIONS

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

2.05 MANDATORY CONTRACTUAL TERMS.

By submitting a proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the standard contract terms and conditions included in the Form Contract attached hereto as Attachment F. Any exceptions to this RFP or Attachment F must be clearly identified in the Executive Summary submitted with the Technical Proposal. A proposal that takes exception to these terms may not be reasonably susceptible of being selected for award.

2.06 PROCUREMENT REGULATIONS

The RFP and any contract entered into as a result hereof is not subject to the provisions of Division II of the State Finance and Procurement Article of the Maryland Annotated Code (the

"Procurement Article") except as set forth in MSA's procurement policies available online at www.mdstad.com.

2.07 MINORITY PARTICIPATION.

Minority Business Enterprises are encouraged to respond to this solicitation.

2.08 MULTIPLE CONTRACTS AND ASSIGNMENTS

Although it is anticipated that one contract will be awarded, MSA may elect to make an award to more than one Offeror. If more than one contract is awarded, the Contract Officer (or his designee) will determine, in the Contract Officer's sole discretion, which Contractor will be retained to provide advice on any particular matter.

2.09 NO GUARANTEE OF WORK

No Contractor is guaranteed any minimum amount of work or compensation.

2.10 CONTRACT DELIVERABLES

A. The Contract term shall commence as of a date to be specified in the Contract.

B. Offeror shall acknowledge the above delivery dates in its proposal and advise if the current COVID travel restrictions will impact the schedule. MSA understands COVID related restrictions are evolving and subject to change. Should this occur, MSA and the Contractor shall mutually agree upon a revised schedule.

2.11 START-UP

The Contractor shall conduct any necessary due diligence prior to commencement of the Contract in order to perform the work at no cost to MSA or the State.

2.12 ELECTRONIC FUNDS TRANSFER

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic transfer unless the State Comptroller's Office grants and exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (ETF) Registration Request Form. Any request for exemption must be submitted to the State's Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 Vendor Electronic Funds Registration Form may be downloaded from:

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/

2.13 AMENDMENT OR CANCELLATION OF RFP

The Office reserves the right to amend the RFP prior to the proposal due date and time. Any amendments will be provided to prospective Offerors that were sent this RFP, or otherwise are known to the Procurement Officer to have obtained this RFP. Offerors will be required to acknowledge in writing the receipt of all amendments. In addition, MSA will post amendments to this RFP on the MSA's Web Page at: www.mdstad.com. MSA will send amendments made after the due date for proposals only to those Offerors who submitted a timely proposal.

Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

2.14 PROPOSAL ACCEPTANCE; DISCUSSIONS

MSA reserves the right 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 all qualified Offerors in any manner necessary to serve the best interest of MSA and the State. MSA also reserves the right, in its sole discretion, to award the Contract based upon the written proposals received without prior discussions or negotiations.

2.15 ORAL PRESENTATION

In support of their proposals, Offerors may be required to make an oral presentation not more than two calendar weeks after the office has requested an Offeror to do so. Failure to be prepared to make an oral presentation within this time period may prevent the Offeror's proposal from receiving further consideration. All oral representations will become part of the Offeror's proposal and are binding if the Contract is awarded to the Offeror.

2.16 MULTIPLE PROPOSALS

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

2.17 PROTESTS

Any protest or dispute related respectively to this solicitation or the resulting contract shall be subject to MSA's policies which can be accessed online at MSA's website at: www.mdstad.com.

2.18 PROPOSAL OPENING

Proposals will not be opened publicly.

2.19 REPRESENTATIONS

By submitting a proposal in response to this RFP, the Offeror represents that (a) it is not in arrears in the payment of any obligations due to and owing to the State or any department or unit thereof, including but not limited to the payment of taxes and employee benefits (the "State Obligations"), and (b) it is in compliance with all federal, State and local laws applicable to its

activities and obligations under the Contract. Further, if selected for award, the Offeror agrees that these representations will continue in effect during the term of the Contract.

2.20 ORDER OF PRECEDENCE

The relationship between the parties will be embodied in the following documents listed in their order of precedence:

1. the executed Contract;
2. the Contract Affidavit;
3. the RFP;
4. the Offeror's Proposal.

MSA will not accept any modifications to the order of precedence provision of this solicitation. If the Offeror proposes any terms and conditions inconsistent with the requirements of the solicitation, the Offeror must clearly state those terms and conditions in its proposal.

SECTION III. MINIMUM QUALIFICATIONS

3.01 OFFEROR MINIMUM QUALIFICATIONS

Each Offeror shall clearly demonstrate and document within the Technical Proposal that as of the proposal due date the Offeror meets the following Minimum Qualifications. The Executive Summary shall include reference to the page number(s) in the Technical Proposal where such evidence can be found.

3.01.2 Firm shall be one:

- (a) Specializing in providing enhanced commissioning services and experienced in establishing, overseeing, monitoring, tracking, and reporting commissioning requirements;
- (b) With significant experience participating in all phases of construction including design review, submittal review, construction monitoring, owner training, O&M review, post acceptance, final and post occupancy commissioning;

- (c) With significant experience in developing and implementing project specific commissioning plans for both building renovation and building replacement projects;
- (d) With the ability to manage multiple projects in various stages of design and construction at one time;
- (e) With significant experience in performing building commissioning services for all systems in the scope of work including but not limited to HVAC Controls, Lighting Controls, Sub-Metering Systems, and Generator Controls;
- (f) With experience in developing building and systems maintenance plans; and,
- (g) Has been engaged for a minimum of five (5) years (immediately preceding proposal submission date) in providing enhanced commissioning services of similar complexity to the Project.

NOTE: An Offeror meeting these minimum requirements does not guarantee that the Offeror will be deemed responsible or have its proposals deemed reasonably susceptible of being selected for an award.

SECTION IV. SCOPE OF SERVICES

4.01 SCOPE OF SERVICES

- 4.01.1 The Consultant will be responsible for all commissioning activities in accordance with ASHRAE Guidelines on a single project, inclusive of design input and reviews, installation verification, equipment startup, pre-functional checkout and full system functional testing. Commissioning services will be provided throughout the warranty period (12 months after substantial completion). All activities necessary to comply with the requirements of the existing LEED EBOM certification will be the responsibility of this Consultant. Testing, verification and reporting on the performance of all commissioned systems is to be completed in a systematic fashion based on an approved project-specific commissioning plan.
- 4.01.2 The systems required to be commissioned include, but are not limited to, the following:
 - (a) HVAC&R Controls (inclusive of all domestic, chilled, and heating water systems)
 - (b) Lighting Controls
 - (c) Sub-metering System
 - (d) Generator Controls
 - (e) Field Heat Controls
 - (f) Building Automation System

4.01.3 Contained in Attachment H is the following information:

- (a) Pages 1-2: Scope of work contained in the A/E RFP. The commissioning agent will commission all aspects of the project as designed by the A/E.
- (b) Pages 3-243: Addendum 1-6 from the A/E RFP. This is inclusive of several questions / answers, slight modifications to scope in the RFP, and the existing drawings for the systems that are part of the scope of this project.

4.01.4 As is noted in Attachment H – The chiller plant scope is an add alternate for the A/E. This will also be an add alternate for the CxA. The work is inclusive of all controls associated with running the chiller plant.

4.01.5 As is noted in Attachment H - The generator plant scope was modified in addendum 5 to read:

'The consultant shall complete a condition assessment of the generator plant. The condition assessment at a minimum, shall identify any deficiencies and provide recommendations to MSA how best proceed with a controls upgrade of the generator plant. The controls upgrade shall include recommendation on both the generator and HVAC/lighting controls.

Upon conclusion of the condition assessment and in consultation with the consultant, MSA will decide next steps. Future design work required to implement next steps will be negotiated between with the consultant and a change order issued, if required.

The CxA shall follow this same direction when providing pricing for this RFP. Pricing for CxA involvement with the condition assessment and recommendations shall be included now. Additional work will be negotiated later if MSA decided to proceed with the construction.

4.01.6 The following schedule is anticipated for the Project:

Design: July – September 2020

Procurement of Installer: October – December 2020

Submittals / Mobilization: January 2020

Installation: February – July 2021 (Chiller Plant must be installed in February 2021)

The commissioning agent contract will be awarded in early August.

4.01.7 General Tasks to be performed:

- A. Serve as the Commissioning Agent for MSA on the specific Project as it relates to this RFP.
- B. Conduct formal design reviews and document in a formal report all comments on the compliance with the Owner's Project Requirements (OPR) for the project, as well as the Basis of Design (BOD). The review report must also address completeness of design documents regarding system performance, operability, maintainability, energy efficiency and sustainability of the overall design during the pre-construction phase. At a minimum, the design reviews must confirm the design complies with the current statutes of State energy codes (2015 IECC-ASHRAE 90.1). Formal reviews are required, at each phase of A/E document submission. Additional reviews may be required at discretion of MSA if the design submissions are insufficient or incomplete.
- C. Develop full commissioning specifications (requirements) for all equipment and systems tailored to scale and complexity of the specific project. Coordinate with and integrate into the project specifications produced by the Design Build team.
- D. Coordinate a design phase controls integration meeting for the building energy management system and temperature controls integration with the Design Build team and mechanical design engineers to discuss EMS and equipment control integration issues, and sequences of operations between equipment, and systems, to ensure that integration issues such as point matrix delineation and operational sequences of commissioned systems are clearly described in the specifications.
- E. Coordinate commissioning activities and required meetings with the owner, Design Build team, its sub-consultants, construction manager, and contractors/ trade sub-contractors through both the design and construction phases, along with final acceptance, turnover and certification of the project.
- F. Conduct, schedule, manage the commissioning kick off meeting during the design phase with the design team, and hold another kick off meeting for the contractors during the construction phase of the project. Provide a commissioning milestone schedule with durations delineated to integrate with the overall project schedule.
- G. Develop, implement and track a project-specific commissioning plan incorporating the requirements from the Project's commissioning

specifications and include all project-specific equipment pre-functional checklists, startup checkout forms, milestone schedule and Issues Log templates.

H. Commissioning plans to include at a minimum:

1. Brief overview of the commissioning process
2. List of all commissioned features and systems including a master list of all pertinent equipment and systems.
3. Identification of the roles of primary commissioning participants & their responsibilities.
4. Description of the management, communication and reporting of the plan.
5. Outline of the commissioning scope, including submittal review, observation, and start-up and testing.
6. List of the expected written work products: pre-functional checklists of commissioned equipment, startup checkout forms, Issues Log tracking forms, functional test procedures and forms, and other reports mandated.
7. Milestone schedule with durations delineated of the equipment to be commissioned.
8. Description of the rigor and scope of testing including sampling method. All major equipment including central plant equipment, (air handling units, etc.) must be fully tested and may not be sampled.
9. Coordinate TAB verification plan during functional testing.

I. The Consultant must review the construction documents during the design phase to ensure that each commissioned feature or system meets the BOD relative to functionality, reduction in energy use & atmosphere protection, water use reduction, ease of maintenance, affordability, indoor environmental quality and local environmental impacts.

J. Review and comment on project submittals as it pertains to commissioning and compliance with contract documents and any deviation for energy efficiency requirements of the specified equipment as well as warranty provisions.

K. Perform site visits to observe general construction progress for preparation of commissioning activities. Specify total number of site observation visits planned for the project. Shall assume, at a minimum, one every other week during construction and five for closeout.

- L. Witness all or part of startup of component and equipment to be tested to ensure the startups efforts are adequate and complete.
- M. Review all component testing and equipment startup reports. Direct the execution of all functional performance testing with the trade contractors. All equipment shall be tested at 100%, not sampled.
- N. Monitor and report on the training of operation and maintenance personnel. Review the draft-training plan and trainer qualification.
- O. Perform 10-month post-acceptance pre-warranty end review of outstanding commissioning issues, operational deficiencies, equipment failures, and building operator and occupant complaints. Document all systems operation, maintenance, performance, systems alterations and changes, and re- testing and re-commissioning needs, as required.
- P. Conduct commissioning meetings during the construction phase, inspect, test, log and track all deficient items. Responsible for generating and managing a master issues log and ensure issues are addressed. This report is to be produced and submitted on a regular basis to the Owner, Design Build team and responsible contractor at a minimum of a monthly basis. Additionally, a written list of all outstanding commissioning issues and any testing that is scheduled for a later date must be included. All outstanding environmentally or economically responsive feature deficiencies must be corrected or listed in the commissioning report. All completed functional tests should be listed in an appendix to the commissioning report.
- Q. Develop and complete the final commissioning report at the completion of all commissioning activities including seasonal start-ups. The Final commissioning report shall include, at a minimum:
 - 1. Final version of OPR and BOD lessons learned and benefits resulting from commissioning. Design phase as well as construction phase considerations should both be addressed.
 - 2. Completed record of all functional checklists.
- R. Review the assembly of O&M manuals by the Contractor documenting design criteria, design assumptions and limitations, system descriptions, operating parameters, performance capabilities, and maintenance requirements as stipulated in the

contract documents.

- S. Develop specific Building Maintenance Plan (“BMP”) data for all critical and maintainable systems to be commissioned. This specific BMP development shall be completed prior to substantial completion of the project and shall address all of these systems within the scope of commissioning.
- T. Consistent with the standards set forth in this section, the Consultant shall provide the following building commissioning services, including enhanced commissioning:
 - 1. Final version of OPR and BOD lessons learned and benefits resulting from commissioning
 - 2. Attend kick-off meeting;
 - 3. Identify OPR and BOD and review Project with the A/E team;
 - 4. Attend team meetings to review drawing comments;
 - 5. Perform back check review of architectural drawing comments;
 - 6. Attend pre-construction meeting;
 - 7. Review product substitution requests;
 - 8. Participate in relevant project meetings and conference calls;
 - 9. Update field report log;
 - 10. Update commissioning plan;
 - 11. Participate in dispute resolution;
 - 12. Participate in relevant construction phase meetings and conference calls;
 - 13. Perform 10-month post-acceptance site visit;
 - 14. Prepare final building report and close-out documents; and,
 - 15. Provide letter of compliance.

The Consultant will provide a signed letter confirming that the commissioning plan has been successfully executed, the design intent of the building has been achieved, and any other documentation required to meet the LEED requirements.

4.02 STANDARD OF CARE

The Consultant shall perform the services:

- (i) With the standard of care, skill and diligence normally provided by a Consultant in the performance of services similar to the services hereunder; and
- (ii) In accordance with Maryland and applicable federal laws and regulations that govern MSA and its properties.

Notwithstanding any review, approval, acceptance or payment for the services by MSA, the Consultant shall be responsible for the professional and technical accuracy of its work and materials furnished by it under the Contract.

SECTION V. PROPOSAL FORMAT

5.01 TRANSMITTAL LETTER

Offerors must submit a brief transmittal letter prepared on the Offeror's business stationery, to accompany the technical proposal. The transmittal letter must be signed by an individual authorized to bind the Offeror to all statements, including services and price, contained within the proposal. The transmittal letter should also indicate that if, selected, the Offeror will execute a contract materially the same as the form of contract set forth in Attachment F.

5.02 Two-Volume Submission

The selection procedure for this procurement requires that the initial technical evaluation of the proposal be completed before consideration of an Offeror's price proposal. Consequently, each proposal must be submitted in two volumes as indicated below.

5.03 Volume I – Technical Proposal

The volume containing the technical proposal shall be labeled "Volume I – Building Commissioning Services - Technical, **RFP # 21-003**."

The technical proposal volume shall contain the transmittal letter (Section 5.01 above), and the completed Bid/Proposal Affidavit (**Attachment C**).

The technical proposal volume should be prepared in a clear and concise manner. The ideal response would reiterate each subsection and then list the Offeror's response, item by item so that an evaluator can read the requirement followed by the response.

Offerors submitting proposals for Commissioning Services need to address the information requested in the following subsections:

A. General Information

- a. Name of Offeror;
- b. The firm's Federal Employer Identification Number;
- c. The name, telephone number and e-mail address of the representative of the Offeror who is authorized to discuss the Offeror's proposal.

B. Demonstrate compliance with the Minimum Qualifications as described in Section III.

C. Work Plan **(35 Points)**

1. Describe in detail Offeror's understanding of the project requirements if awarded the contract (15 points).
2. Describe in detail Offeror's plan to accomplish the tasks required if awarded the contract, including; but not limited to: scheduling, phasing and flexibility to adapt to schedule challenges inherent to the uniquely unpredictable nature of the facility operation (15 points).
3. Project Challenges: Identify and describe in detail the most significant challenges to successful completion of the Project. Provide a brief description of the Offeror's approach to addressing each detailed challenge, including specific experience resolving similar challenges (5 points).

D. Experience and Qualifications of Proposed Staff **(30 Points)**

1. For each key employee proposed to supervise and/or manage the project, if awarded, describe in detail, that individual's experience, expertise, innovation and other skills in leadership and technical ability performing the role and duties proposed for this Project on other similar projects.
2. Provide resumes for the key personnel described above. Each resume should include, at a minimum, a description of the experience that individual has performing work similar to the tasks assigned to them under the proposed work plan for this project. Experience should be shown for all aspects of the project - HVAC controls, Lighting Controls, Submetering, and Generator Controls.

E. Offeror Experience and Capabilities **(35 Points)**

1. It is MSA's desire and expectation that the selected consultant have demonstrated experience in providing services similar to those described in this RFP. Ideally, the selected consultant shall have experience performing commissioning services at stadiums or other large commercial facilities that are similar in complexity to this Project. Experience providing commissioning services within certified LEED EB facilities is also strongly preferred.
2. In light of the above, describe three projects on-going or completed within the past five (5) years that best demonstrate how the Offeror meets or exceeds MSA's desired experience and capabilities for this Project and explain in detail why such projects are a

good demonstration of Offeror's ability to successfully perform on this Project. Experience should be shown for all aspects of the project - HVAC controls, Lighting Controls, Submetering, and Generator Controls..

F. Legal Action Summary

This summary shall include:

1. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
2. A brief description of any settled or closed legal actions or claim against the Offeror over the past five (5) years;
3. A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and;
4. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

5.04 Disclosures

1. Disclose any relationships with persons or entities that may create a conflict of interest, or the appearance of a conflict of interest.

Should Offeror be selected, MSA may require further disclosure of any client relationships that may give rise to a conflict of interest.

5.05 Volume II - Price Proposal

This volume must be uploaded as a separate attachment separately in the e-procurement system and shall be labeled, "Volume II – RFP for 21-003 - Price Proposal." Offerors proposing to perform **Building Commissioning Services** must complete the "Price Proposal Form," included as **Attachment B** to this RFP. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the MSA.

The price *must* be a fixed lump sum fee to complete all contract requirements. The fee *shall include* all sums payable by MSA, including all anticipated travel expenses and costs Offeror would incur and otherwise “pass through.”

SECTION VI. EVALUATION AND SELECTION PROCEDURE

6.01 Qualifying Proposals

The Procurement Officer first will review each proposal for completeness of response to requirements contained in Section V, Proposal Format. Failure to satisfy the Minimum Qualifications, respond to the questions or respond in the manner required may disqualify an Offeror’s proposal from consideration by the Evaluation Committee.

6.02 Selection Procedures

All qualifying proposals (those proposals that are reasonably susceptible to selection for Contract award) received by the submission deadline will be evaluated by an Evaluation Committee which will rank the proposals and make a recommendation for award based on (1) technical merit (see Section 6.03 below), as demonstrated in the technical proposal and oral presentations, if any, and (2) financial proposal, as presented, or in the best and final offer, if any. MSA reserves the right to develop a short-list of firms most susceptible for award and to make an award without holding discussions. With or without discussions, MSA may determine an offeror to be not responsible or the Offeror’s proposal to be not susceptible of being selected for award at any time after the initial closing date for receipt of proposals and prior to contract award.

6.03 Technical Evaluation

After the Procurement Officer identifies the qualifying proposals the Evaluation Committee will conduct an initial evaluation of the technical merit of each qualifying proposal based on the information provided in the proposal in response to Section 5.03 Volume I - Technical Proposal. The Evaluation Committee’s final technical evaluation may include information obtained during oral presentations, if any.

For the technical evaluation, the Evaluation Committee will take into consideration the following factors listed in the order of relative importance, as described in Section 5.03 above:

1. Work Plan (35%);
2. Offeror Experience and Capabilities (35%);
3. Experience and Qualifications of Proposed Staff (30%)

6.04 Price Evaluation

Following completion of the initial technical evaluation, the Evaluation Committee will conduct an initial evaluation of the pricing of each proposal and will establish a financial ranking of all proposals. Offers will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the fee proposal as may be amended by a best and final offer in accordance with Section 6.05.

6.05 Best and Final Offer

When deemed in the best interest of MSA and the State, the Procurement Officer may permit qualified Offerors to revise their initial proposals by submitting best and final offers. The Procurement Officer shall notify each qualified Offeror of the scope of the requested best and final offer and shall establish a date and time for the submission. The Procurement Officer may require more than one series of best and final offers and discussions, if determined that it is in MSA's or the State's best interest to do so. If more than one best and final offer is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another best and final offer. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process.

6.06 Final Evaluation and Recommendation for Award

Following oral presentations, if any, reference checks, and submissions of best and final offers, if any, the Evaluation Committee will perform its final evaluations and will make a recommendation for award of the Contract(s) to the responsible Offerors whose proposals are determined to be the most advantageous to MSA and the State based on the results of the final technical and price evaluations. Contract award, if any, is subject to the approval of MSA's Board of Directors upon the recommendation of the Procurement Officer.

6.07 Debriefing of Unsuccessful Offerors

MSA will provide a debriefing for an unsuccessful Offeror provided the Procurement Officer receives a written request, within a reasonable period of time after sending notice that a final determination has been made. Request for debriefings shall be honored at the earliest feasible time after the request has been received.

RFP ATTACHMENTS AND APPENDICES

ATTACHMENT A - RESERVED

ATTACHMENT B - Financial Proposal Instructions and Form

ATTACHMENT C - Bid/Proposal Affidavit

ATTACHMENT D - RESERVED

ATTACHMENT E - Conflict of Interest and Disclosure

ATTACHMENT F - Contract Form

ATTACHMENT G - Contract Affidavit

ATTACHMENT H - A/E Scope of Work MSA Project 20-071

ATTACHMENT I - MSA Sustainability Policies

ATTACHMENT J - Negometrix Instructions

ATTACHMENT A. - RESERVED

ATTACHMENT B. FINANCIAL PROPOSAL INSTRUCTIONS AND FORM

B-1 Financial Proposal Instructions

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

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

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

K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

B-1 Financial Proposal Form

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

ATTACHMENT C. BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or

- (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or

- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

I FURTHER AFFIRM THAT:

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

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

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

N. I FURTHER AFFIRM THAT:

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

O. ACKNOWLEDGEMENT

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

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

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
(print name of Authorized Representative and Affiant)

Title: _____
Title

Date: _____
Date

ATTACHMENT D. - RESERVED

ATTACHMENT E. - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

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

B. "Person" has the meaning stated in COMAR 21.01.

02.01B(64) and includes a Bidder/Offeror, Consultant, consultant, or subconsultant or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

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

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

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

ATTACHMENT F. - CONTRACT FORM

(Separate Attachment)

ATTACHMENT G. – CONTRACT AFFIDAVIT

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

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

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

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number:

Address:

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

Name and Department ID Number:

Address:

C FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION –

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in

the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

- (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol-free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (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), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID-

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated _____, 2020, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

ATTACHMENT H. - ENGINEERING SCOPE OF WORK

MSA PROJECT 20-071

(Separate Attachment)

ATTACHMENT I. - MSA SUSTAINABILITY POLICES

(Separate Attachment)

ATTACHMENT J. – NEGOMETRIX INSTRUCTIONS

(Separate Attachment)