

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

**Project C.O.R.E
Request for Proposals
ETI -009 - Hazardous Material Surveying and Reporting Services**

RFP Issue Date: April 7, 2021

Project Location: Various Locations

Procurement Officer: Yamillette C. Waite
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Office Phone: (443) 602-0681
E-mail: ywaite@mdstad.com

Procurement Method: Competitive Sealed Proposals

Pre-Proposal Conference: April 12, 2021 at 11:00 a.m. (Local Time)
Web Conference, See Section 1.7

Site Visit: April 15, 2021 at 8:30 a.m. (Local Time)
1600 Rutland Avenue, Baltimore, MD 21213

April 16, 2021 at 8:30 a.m. (Local Time)
1511 Ashburton Street, Baltimore, MD 21216

**Closing Date and Time
Technical Proposal:** April 23, 2021 at 1:00 p.m. (Local Time)

Financial Proposal: Details will be provided to short-listed Offerors only.

SECTION 1

GENERAL INFORMATION

1.1 Summary Statement

The Maryland Stadium Authority (“MSA”) is requesting proposals from Environmental, Testing and Inspection Services firms to provide Hazardous Material Surveying and Reporting Services, along with as-needed Industrial Hygienist services for the properties identified for demolition under Project C.O.R.E (the “Program”).

1.2 Abbreviations and Definitions

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

- a) **City** –The Baltimore City Department of Housing and Community Development.
- b) **COMAR** – Code of Maryland Regulations (available at www.dsd.state.md.us).
- c) **Contract** –The contract or agreement entered into between MSA and the selected Offeror responding to this RFP. The Contract will include all general MSA terms and conditions and will incorporate the entire RFP, including any amendments/addenda, and all or indicated portions of the selected Offeror’s proposal. A sample contract is attached hereto as **Attachment F**.
- d) **Contract Manager** – The MSA representative for this Contract who is responsible for Contract administration functions, including issuing written direction, compliance with terms and conditions, monitoring this Contract to ensure compliance with the terms and conditions, and to assist the PM in achieving on budget/on time/on target (i.e., within scope) completion of the Contract requirements. MSA may change the Contract Manager at any time by written notice to the Consultant.
- e) **Consultant** – The Offeror selected under the requirements and procedures contained in this RFP.
- f) **Department** – The Maryland Department of Housing and Community Development (DHCD).
- g) **eMMA** – eMaryland Marketplace Advantage (<https://emma.maryland.gov>).
- h) **Local Time** – Time in the Eastern Time Zone as observed by the State.
- i) **MSA** – Maryland Stadium Authority (website: www.mdstad.com).
- j) **MSA Business Hours** – 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays.

- k) **MSA Procurement Policies** – MSA procurement policies and procedures (www.mdstad.com).
- l) **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.
- m) **Offeror** – An entity that submits a Proposal in response to this RFP.
- n) **Procurement Officer (PO)** – The MSA representative responsible for this RFP. MSA may change the Procurement Officer at any time and will provide by written notice to the Offerors of any such change.
- o) **Program – Project C.O.R.E.** – The Creating Opportunities for Renewal and Enterprise initiative which purpose is the improvement of blighted properties in a safe and efficient manner, promoting safety, revitalizing Baltimore City through demolition, and stabilization; and converting remaining open parcels into gardens, parks, other green amenities, or redevelopment opportunities. Information concerning Project C.O.R.E. can be obtained at: <http://dhcd.maryland.gov/ProjectCORE/Pages/default.aspx>.
- p) **Project Manager (PM)** – The MSA representative that is primarily responsible for monitoring the daily activities of a contract and providing technical assistance to the Consultant.
- q) **Project Manual** – The Project Manual included in this RFP as **Attachment H** serves as the technical basis for the execution of the abatement, demolition and site stabilization services performed under the Program.
- r) **Proposal** – The technical and financial responses to this RFP.
- s) **RFP** – Request for Proposals.
- t) **Selection Committee** – The representatives of MSA and the Department responsible for selecting the Consultant.
- u) **State** – The State of Maryland.

1.3 Contract Type

The contract that results from this RFP will be for a not-to-exceed amount, which will include an Owner's contingency. The Owner's contingency will be used at the Owner's sole discretion. The Contract amount shall not be exceeded without the necessary contract modification.

1.4 Contract Duration

The term of the Contract will be for a period necessary to complete the scope of work as agreed upon by MSA and the Consultant. Work is to commence immediately upon

Notice to Proceed with the site assessments/hazardous materials surveys. It is anticipated that all properties will be released within one year.

1.5 Procurement Officer

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

Yamillette Waite
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Telephone: 443-602-0681
Email: ywaite@mdstad.com

MSA may change the Procurement Officer at any time by written notice to the Offerors.

1.6 Contract and Project Manager

The Contract and Project Manager is:

Ryan Carter
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201

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

1.7 Pre-Proposal Conference & Site Visit

A web Pre-Proposal Conference will take place on **April 12, 2021 at 11:00 a.m. (Local Time)**. Please click on the link below for details regarding the web-preproposal conference and to RSVP to the event.

<https://us02web.zoom.us/meeting/register/tZAsfuCrrzgoEtJ7he01AaE5C1iqQTLwmiXk>

Site Visits will take place on **April 15 and 16, 2021**. MSA is limiting attendance to two attendees from each prime firm. Offerors must wear masks and follow CDC social distancing guidelines during the site visit. During the site walk through, flashlights are needed and boots and hard hats are recommended. Please click on the link below to register. **Registration will close at 4 p.m. on Wednesday, April 14.**

<https://www.eventbrite.com/e/site-visit-registration-for-project-core-eti-009-tickets-149917803185>

1.8 e-Maryland Marketplace Advantage

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

1.9 Questions

Questions regarding this RFP shall be submitted electronically in Word or PDF format via the following upload link no later than **4:00 p.m. (Local Time) on April 16, 2021:**

<https://mdstad.sharefile.com/r-reead6f2c62fd420f82cdf34645cf49cd>

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 Proposal Closing Date

To be considered, Technical Proposals must be uploaded to the following link no later than **1:00 p.m. (Local Time) on April 23, 2021:**

<https://mdstad.sharefile.com/r-r32215eab0c844a71938e08f420e20316>

Requests for an extension of this date or time will not be granted. Offerors should 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 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.

1.12 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 made 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.

1.13 Reserved

1.14 Small Business Reserve

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501–14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract. Under a small business reserve procurement, a business that is not a certified small business is ineligible for award of a contract. Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the Department of General Services as a small business. A procurement contract award under a small business reserve may not be made to a business that has not been certified.

For the purposes of a Small Business Reserve Procurement, a small business is a for profit business, other than a broker, that meets the following criteria:

- a.) It is independently owned and operated;
- b.) It is not a subsidiary of another business;
- c.) It is not dominant in its field of operation; and
- d.) Additionally:
 1. The wholesale operations of the business did not employ more than 50 persons, or the gross sales of the business did not exceed an average of \$4,000,000 in its most recently completed three fiscal years*.
 2. The retail operations of the business did not employ more than 25 persons, or the gross sales of the business did not exceed an average of \$3,000,000 in its most recently completed three fiscal years.
 3. The manufacturing operations of the business did not employ more than 100 persons, or the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed three fiscal years.
 4. The service operations of the business did not employ more than 100 persons, or the gross sales of the business did not exceed an average of \$10,000,000 in its more recently completed three fiscal years.
 5. The construction operations of the business did not employ more than 50 persons, or the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed three fiscal years.
 6. The architectural and engineering operations of the business did not employ more than 100 persons, or the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed three fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence. Further information on the certification process is available at eMaryland Marketplace.

1.15 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, the City, and the Department. This may be followed by submission of Offeror-revised Proposals and best and final offers (BAFO). MSA also reserves the right, in its sole discretion, to award a contract based upon written proposals received, without prior discussions or negotiations.

1.16 Incurred Expenses; Economy of Preparation

MSA, the City, or the Department will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration or in performing any other activities relative to this RFP. Proposals should be prepared simply and economically, providing a straightforward and concise description of how the Offeror proposes to meet the requirements of this RFP.

1.17 Protests/Disputes

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

1.18 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.

1.19 Offeror Responsibilities

The 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.

1.20 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 and/or City Schools to use such item.
- b.) The Consultant will defend or settle, at its own expense, any claim or suit against MSA and/or City Schools 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 and/or City Schools 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 and/or City Schools: (i) promptly notifies the 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 and/or City Schools 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.

1.21 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 the MSA, the City, and the Department, under any termination clause in the contract. The effect of termination of the contract hereunder will be to discharge the Consultant and the MSA, the City, and the Department 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. The MSA, the City or the Department 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.

1.22 Financial Disclosure

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

1.23 Non-Exclusive Use

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

1.24 Sustainability Policies

MSA is committed to procuring all supplies, services, maintenance, construction, and architect-engineer services in a manner consistent with the promotion of sound environmental practices. All goods and services provided in response to this solicitation shall conform to those environmental standards.

1.25 Payments by Electronic Fund Transfer

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic funds transfer (EFT). The MSA will provide the required EFT forms to the awarded Consultant.

1.26 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.

1.27 Loss of Data

In the event of loss of any MSA, City or Department 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.

1.28 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.

1.29 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.

1.30 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.

1.31 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.

1.32 Contract Affidavit

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 the Affidavit is included for informational purposes as **Attachment E** of this RFP. This Affidavit must be provided within five (5) business days after notification of proposed contract award.

1.33 MBE and Prevailing Wage Compliance System

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

SECTION 2

OFFEROR'S QUALIFICATIONS

2.1 Qualifications

At a minimum, the following qualifications shall be met:

- a.) The Offeror shall be a certified small business certified by the Department of General Services Small Business Reserve Program.
- b.) The Offeror shall have a minimum of five (5) years of experience providing hazardous material surveying and reporting services for multiple residential properties in urban settings.
- c.) The Offeror shall demonstrate in its technical proposal that it has experienced personnel available to manage multiple projects in various stages of completion.

SECTION 3

PURPOSE AND SCOPE OF WORK

3.1 Purpose

As identified in Section 1.1, the MSA is soliciting proposals from qualified firms to provide environmental site assessment/hazardous materials surveying and reporting services for the Program.

3.2 General Overview and Schedule

Project C.O.R.E. is a joint City-State initiative focused on eliminating the blighting influence that abandoned, derelict and dilapidated properties are having in Baltimore City. Blight elimination is expected to enhance the quality of life in the City's neighborhoods, promote safety, and revitalize the City by (i) demolishing structures on the blighted properties and converting the remaining open parcels into gardens, parks, other green amenities, or redevelopment opportunities, or by (ii) stabilizing structures on the Blighted Properties to prevent further deterioration and to eliminate their overall blighting influence.

This RFP is for performance of environmental site assessment/hazardous material surveying and reporting services for 1511 Ashburton Street (former site of Dr. Lillie M. Jackson Elementary School) and 1600 Rutland Ave, which will subsequently be demolished under Project C.O.R.E.

Offerors are to include a detailed schedule for completion of the work with which will be incorporated into the awarded contract.

3.3 Scope of Services

The services sought under this RFP are outlined below and are to be performed in accordance with the Contract Documents:

- a.) Responsible for performing site assessment/hazardous material survey on 1511 Ashburton Street (former site of Dr. Lillie M. Jackson Elementary School). The assessment is to cover the site in its entirety.
- b.) Responsible for performing site assessment/hazardous material survey on 1600 Rutland Ave. The assessment is to cover the site in its entirety.
- c.) Contractor responsible for testing of water in flooded basement and pumping and proper disposal of water based upon the findings of the test results.
- d.) Site assessments/hazardous materials surveying scope of services includes submission of separate reports documenting the findings. Note that reports will be used by the MSA as the basis for procuring abatement and demolitions services. The reports should:
 - Identify and locate asbestos, lead and other hazardous regulated materials that may be present at the project site;
 - Provide recommendations for disposal of asbestos, lead and other hazardous/regulated materials; and,
 - Identify materials that could be targeted for deconstruction/salvage/recycling.

- Note that paint is to be assumed as lead and identified in reporting. Actual testing of paint is not required.
 - Include photo documentation/mapping which clearly identifies the locations of samples.
- e.) Responsible for assessment/surveying of the entire property (unless otherwise noted above). Note that this includes but is not limited to the building interior/exterior, roofing, any out buildings and storage tanks on the property. The contractor is responsible for patching any exterior penetrations created during the assessment / sampling process.
- f.) Consultants will be responsible for accessing the properties. This includes gaining access to roof and interiors of structures. Interior building access will be coordinated with MSA and the City.
- g.) Consultants will be responsible for taking appropriate sampling quantities.
- h.) Responsible for assisting the MSA in the procurement of the Deconstruction and Demolition Contractor. Procurement assistance includes attending pre-bid meetings, presenting your report findings, and reviewing and responding to questions related to your report.
- i.) Responsible for submission of daily reporting for each location. At a minimum, daily reports are to include:
- Property location
 - A description of work performed.
 - Documentation of labor force, including individual names, company name and classification for each individual onsite.
 - Summary of any issues/accidents.
- j.) Responsible for conformance with all local, state and federal laws.

3.4 Insurance Requirements

Upon Contract award, the insurance requirements are as follows:

a.) Commercial General Liability Insurance

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

1. Commercial General Liability (“CGL”) insurance to be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent.
2. Minimum coverage limits of: \$1,000,000 as a per occurrence limit; \$2,000,000 as a general aggregate limit (applied separately to claims arising from the Consultant’s performance under the Contract); and \$2,000,000 as a products/completed operations limit.
3. MSA, State of Maryland, City of Baltimore, and the Department (collectively “Additional Parties”) shall be added as Additional Insureds by additional insured endorsements ISO CG-20-10 and CG-20-37 or their

equivalents. As Additional Insureds, the Additional Parties shall have coverage for liability arising out of the Consultant's ongoing and completed operations performed for MSA, the City or the Department.

4. The CGL insurance policy shall include waivers of subrogation in favor of the Additional Insureds.
5. The CGL insurance policy shall be primary and noncontributory with respect to the coverage afforded to the Additional Insureds.
6. The CGL insurance policy shall not contain any exclusion for: X, C and/or U hazards; third party actions over claims; or punitive damages.
7. The CGL insurance policy shall include Blanket Written Contractual Liability covering all contractual liabilities and indemnities assumed by the Consultant pursuant to the Contract.
8. The CGL insurance policy shall also include the following extensions:
 - i. The general aggregate limit shall apply separately to the Contract;
 - ii. Premises/Operations;
 - iii. Actions of Independent Consultants, subconsultants and subconsultants;
 - iv. Products/Completed Operations to be maintained for at least two (2) years after the expiration or termination of the Contract;
 - v. Personal injury liability including coverage for offenses related to employment and for offenses assumed under the Contract (including deletion of any standard employment and/or contractual exclusions if contained in the personal injury coverage section); and
 - vi. If a Project encroaches within fifty (50) feet of the centerline of a railroad, the CGL insurance policy shall include ISO Endorsement CG- 24-17 or its equivalent prior to the Consultant beginning any work on such Project.

b.) Automobile Liability

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

1. Minimum \$1,000,000 combined single limit on coverage.

2. The BAL insurance policy shall include waivers of subrogation in favor of the Additional Parties.
3. The BAL insurance policy shall name all Additional Parties as Additional Insureds.
4. If a Project encroaches within fifty (50) feet of the centerline of a railroad, the BAL insurance policy shall include ISO Endorsement CA-20-70 or its equivalent prior to the Consultant beginning any work on such Project.

c.) Workers Compensation and Employers Liability

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

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

d.) Excess Liability/Umbrella Liability

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

1. Unless otherwise specified by the Procurement Officer, the required minimum coverage limits for such insurance is \$1,000,000 per

occurrence.

2. All Additional Parties shall be named as Additional Insureds with respect to such excess/umbrella liability insurance.
3. The excess/umbrella liability insurance policy shall include waivers of subrogation in favor of the Additional Parties.
4. The excess/umbrella liability insurance shall be primary and noncontributory with respect to the coverage afforded to the Additional Parties.

e.) Additional Insurance Requirements

1. The amount of insurance coverage specified herein shall be the minimum amount of insurance available to satisfy claims. The Consultant shall purchase and maintain such insurance with a minimum of the limits of liability as specified herein, as otherwise specified by the Procurement Officer with respect to a particular Project, or as required by law, whichever is greatest.
2. A policy is not acceptable if it allows the costs associated with investigating, managing, or defending against any claim or any other costs incurred by the insured or the insurer to be deducted from the policy limits.
3. Required insurance shall be purchased from and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Insurance companies providing coverage as required herein shall have an AM Best rating of A-VII or better. All policies must be on a primary basis. All policies, except Professional Liability and Workers' Compensation, shall name the Additional Parties as "Additional Insured."
4. Consultant shall be responsible for the maintenance of this insurance regardless of whether the work is performed directly by Consultant, by any subconsultant, by any person employed by the Consultant or any subconsultant, or by anyone for whose acts the Consultant may be liable.
5. The Consultant agrees, for itself and for its insurers, that neither Consultant nor its insurers may raise or use in the adjustment of claims or in the defense of suits against the Additional Insureds, any immunity from or limitation of liability for torts (including under the Maryland Tort Claims Act and/or the Maryland Local Government Tort Claims Act) unless requested by MSA.
6. MSA prefers that all liability insurance policies (whether for professional liability, commercial general liability, business automobile liability, excess and/or umbrella liability, employer liability, or otherwise) be written on an "occurrence basis." However, if any liability insurance policy is on a "claims made" basis, the insurance must be maintained for a period of no less than ten (10) years after the end of the term of the Contract and the retroactive date must be listed as prior to or on the date on which the Contract is

executed. If the policy is scheduled to be cancelled, not renewed, or not replaced prior to the expiration of such ten (10) year period, then prior to such cancellation, nonrenewal, or non- replacement, the Consultant must purchase an Extended Reporting Coverage (Tail) to cover the exposures past the cancellation, termination, or expiration date, as applicable.

SECTION 4

PROPOSAL SUBMISSION AND REQUIREMENTS

4.1 Submission – General Requirements

Offerors shall submit proposals labeled “**Project C.O.R.E. - Request for Proposals No. ETI-009 – Hazardous Material Surveying and Reporting Services – Volume [I or II].**” All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page “x”). The final page shall state “Final Page.”

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

Upon receipt, the Selection Committee will review the Offerors’ Technical Proposals. Firms deemed as meeting all the requirements will be ranked and, based on the achieved rankings, selected firms will then be “short-listed.” Short-listed Offerors will be requested to submit a Financial Proposal.

Offerors must respond to all requirements identified in the RFP. Offerors who 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:

a.) Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Offeror’s proposal to the Procurement Officer and acknowledge the receipt of any addenda. The Transmittal Letter commits the Offeror to the services and requirements as stated in this RFP and must be signed by an authorized Representative. The Transmittal Letter shall include the following:

- name and address of the Offeror;
- solicitation Title and Proposal Number that the submission is in response to;
- signature of Authorized Representative, typed name, and title of the individual authorized to commit the Offeror to its proposal;
- Federal Employer Identification Number (FEIN) of the Prime Offeror; and
- Acknowledgement of all addenda, if any, to this RFP.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included.

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 Transmittal Letter should so state.

a) Title and Table of Contents

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

b.) Offeror Experience and Work Plan

Offerors shall include the following in their Technical Proposal:

1. Provide a narrative detailing the Offeror’s experience serving in a prime consultant capacity on prior hazardous material surveying and reporting projects. Specifically, highlight the number of years having provided these services and any prior experience you have providing hazardous material surveying and reporting services. Please provide a list of 3 sample projects, inclusive of project descriptions, cost of work, commencement and completion dates.
2. Resume of the proposed key personnel for the project. Resumes shall include employment history with dates, titles and a list of completed projects (inclusive of project descriptions, cost of work, commencement and completion dates) in which the proposed personnel previously served in a similar capacity. Resumes for the following key personnel are required:
 - Project Executive
 - Project Manager
 - Field Technicians performing hazardous material surveying (with copies of credentials and licenses)
3. Names of all subconsultants and a description of the work that each subconsultant will perform for the Project.
4. Provide a brief narrative detailing how the Offeror intends to approach hazardous material surveying and reporting pursuant to the scope of services. Understanding the deteriorated conditions that may be encountered on many of the properties, please provide detailed approach to obtaining the necessary sample quantities.

c.) Other Required Submissions

Offerors must submit the following items in the Technical Proposal:

1. A completed Bid/Proposal Affidavit (**Attachment A**);

2. A completed Conflict of Interest Information/Affidavit and Disclosure **(Attachment B)**;
3. Verification from the Offeror's insurance carrier/provider identifying deductible amount and coverage limits for Commercial General Liability, Excess/Umbrella, Automobile, and Worker's Comp/Employer Liability;
4. List of subconsultants and the work they will be performing;
5. Corporate profile **(Attachment J)**
6. Capacity summary sheet for key personnel **(Attachment K)** and subconsultant(s).

4.3 Volume II - Financial Proposal

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

a.) Required Submissions

Offerors must submit the following items in the Financial Proposal:

1. Pricing Form attached hereto as **Attachment G**. Please note that all clarifications of the scope must be included in the Transmittal letter included in the Technical Proposal.

SECTION 5

EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

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

5.2 Technical Criteria

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

- a.) Adequacy of the Work Plan to provide the proposed services; including project specific approach and schedule.
- b.) Experience and qualifications of the Offeror and its key management personnel (staffing plan), with specific emphasis on similar projects.
- c.) Past Performance and references for both the Offeror and its subconsultants.
- d.) Overall quality of submission.

5.3 Financial Criteria

All qualified short-listed Offerors will be given a score based on their evaluated financial proposal. The lowest evaluated financial proposal will receive the maximum score. The score for 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 comprised of representatives of MSA and the City.
- 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 or all

Offerors to submit such additional information bearing upon the Offeror's ability to perform the contract as MSA may deem appropriate. MSA may also consider any information otherwise available concerning the financial, technical and other qualifications or abilities of the Offeror.

- d.) MSA may hold discussions with any or all Offerors deemed 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(s) whose proposal is determined to be the most advantageous to MSA, the City and the Department considering technical evaluation factors and price factors as set forth in this RFP.

5.7 Contracts

The Contract will be managed and held by MSA.

ATTACHMENTS

Please click on the Share File link below to access a copy of all attachments.
<https://mdstad.sharefile.com/d-sfab100fcdae54d2fad594173ea0bd582>

- A. BID/PROPOSAL AFFIDAVIT**
- B. CONFLICT OF INTEREST INFORMATION
AFFIDAVIT/DISCLOSURE**
- C. (Intentionally Omitted)**
- D. (Intentionally Omitted)**
- E. CONTRACT AFFIDAVIT**
- F. SAMPLE CONTRACT**
- G. PRICING FORM**
- H. (Intentionally Omitted)**
- I. PROJECT MANUAL**
- J. CORPORATE PROFILE**
- K. CAPACITY SUMMARY SHEET**
- L. PROJECT SITE IMAGES**

ATTACHMENT A
BID/PROPOSAL AFFIDAVIT

ATTACHMENT B

CONFLICT OF INTEREST INFORMATION/AFFIDAVIT AND DISCLOSURE

ATTACHMENT C
(Intentionally Omitted)

ATTACHMENT D
(Intentionally Omitted)

ATTACHMENT E
CONTRACT AFFIDAVIT

ATTACHMENT F
SAMPLE CONTRACT

ATTACHMENT G
PRICING FORM

ATTACHMENT H
(Intentionally Omitted)

ATTACHMENT I
PROJECT MANUAL

ATTACHMENT J
CORPORATE PROFILE

ATTACHMENT K
CAPACITY SUMMARY SHEET

ATTACHMENT L
PROJECT SITE IMAGES