

Maryland Stadium Authority

333 West Camden Street, Suite 500

Baltimore, Maryland 21201

Small Business Reserve Procurement



Request for Proposals

FOR

On-Call Architecture and Engineering Indefinite Delivery Contract (IDC)

CAMDEN YARDS SPORTS COMPLEX

MSA Project No. 22-008

ISSUE DATE: September 29, 2021

DUE DATE: November 10, 2021

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

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
E-mail: sfox@mdstad.com

Contract Officer: Philip Hutson, Associate Vice President
333 West Camden Street, Suite 500
Baltimore, Maryland 21201
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Proposal Submission -- Electronically To: **Mercell Source-to-Contract**
app.negometrix.com-register

Solicitation Issue Date: September 29, 2021

Deadline for Receipt of Questions: October 28, 2021 by 2:00 p.m. (local time)

Proposal Due Date and Time: November 10, 2021 by 2:00 p.m. (local time)

Pre-Proposal Meeting via Teleconference –

Meet.google.com/ xto-oruv-tpa

1 470 485 9680 PIN: 904 411 866#

Date and Time:

October 14, 2021

at 1:00 p.m.

MBE Goal: 29% of Total Contract Value with subgoals of 7% African American owned business and 10% Women owned business.

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SECTION I. PROCUREMENT INFORMATION

1.01 SUMMARY

The Maryland Stadium Authority (“MSA”) is requesting proposals from qualified Architectural Engineering firms to enter into a contract to provide full service Architectural Engineering (AE) Design Services to the MSA on an on-call task order basis.

- 1.01.1 For the purposes of this Request for Proposal, any reference to A/E shall mean the Prime Architectural Engineering Firm. MSA will not consider proposals from prime AEs that are not licensed architectural firms.
- 1.01.2 MSA intends to award one or more contracts for projects directed through this Request for Proposal. The selected firm(s) shall provide the required services on an as needed basis based on task orders placed by the MSA.

An Offeror, either directly or through its subconsultants(s) must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offerors shall remain responsible for Contract performance regardless of subcontractor participation in the work.

The awarded contract(s) will be for a period of three (3) years from date of award with the option by the MSA to renew for two (2) additional one-year periods.

The list of required disciplines is as follows and may be provided as a single firm, a joint venture, or as AEs:

- Principal
- Project Architect/Project Manager
- Architect
- Electrical Engineer
- Electrical Designer
- Mechanical Engineer
- Mechanical Designer
- Plumbing Engineer
- Plumbing Designer
- Civil Engineer
- Civil Designer
- Structural Engineer
- CAD Technician/Draftsperson

Note: There may be other disciplines such as Fire Protection Engineer and Landscaping Designer, etc. that may be sub-contracted as required by individual task orders. Their qualifications are not part of this evaluation, but if required, qualifications of these individuals must be submitted to and approved in writing by the MSA. In addition, any substitution of personnel during the course of the contract must be requested in advance and approved in writing by the MSA. All proposed substitutions shall be submitted in writing including a resume and be approved prior to beginning work.

The proposed individual(s) for each task order must meet the level of qualification(s) as specified within this RFP.

1.01.3 The work ordered under the proposed contract will include both new construction and renovation projects. Although a task order of any size may be issued, the typical fee range for projects is expected to be between \$5,000 and \$100,000. Many of these projects are time sensitive and require project commencement within specified days. Response time will be specified with each scope of work issued.

1.01.4 The selected firm(s) will be required to provide architectural engineering design services and construction administration services such as site inspections, submittal reviews, responses to requests for information and punch list development may also be requested. The required services may include any and/or all of the following:

- a. Program development, preparation of studies, evaluations and reports
- b. Schematic design
- c. Design development
- d. Construction documents (plans and specifications)
- e. Design reviews
- f. Cost estimates
- g. Cost analysis/value engineering
- h. Construction bid evaluation
- i. Construction Administration
- j. Post Construction

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 A/E. The Contract Officer is the point of contract 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. Offerors interested in a site visit should contact the Procurement Officer on the Key Information Summary sheet to make arrangements.

1.05 QUESTIONS AND INQUIRIES

All Offerors (also referred to herein as “A/E”) should direct their questions and inquiries to the Procurement Officer. Questions must be submitted in writing electronically and received by the Issuing Office no later than the due date and time on the Key Information Summary Sheet. Emailed questions must include in the subject “**MSA Project No. 22-008 On-Call Architecture Engineering 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 (known as Merrell Source-to-Contract) 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 Mercell Source-to-Contract (Previously Negometrix) is free. Please refer questions to Mercell (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 L** 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 Sample 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.

2.07.1 An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any.

2.07.2 Notwithstanding any subgoals established for this RFP, the AE is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

2.07.3 By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

2.07.4 An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 4.28 must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in Attachment D-1B, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its Technical Response(s) to the RFP may result in the State's rejection of the Offeror's Proposal.

2.07.5 Attachments.

- A. Minority Business Enterprise instructions, and forms are provided in Attachment D to assist Offerors.
- B. The Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) whereby:
 - 1. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
 - 2. The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
 - 3. The Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.
 - 4. If the Offeror fails to submit a completed Attachment D-1A with the Proposal as required, the Procurement Officer may determine that the Proposal is not reasonably susceptible of being selected for award.

2.07.6 Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

2.07.7 Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer.

- A. Outreach Efforts Compliance Statement (Attachment D-2);
- B. MBE Subcontractor/Prime Project Participation Certification (Attachment D-3A/3B); and
- C. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
- D. Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and,

therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

2.07.8 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.

2.07.9 The Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.

2.07.10 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – Attachment F).

2.07.11 The Offeror is advised that liquidated damages will apply in the event the A/E fails to comply in good faith with the requirements of the MBE program and pertinent Contract.

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 A/E will be retained to provide advice on any particular matter.

2.09 NO GUARANTEE OF WORK

No A/E 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 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 A/E shall mutually agree upon a revised schedule.

2.11 START-UP

The Offeror 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 an 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.

Each of the Offerors invited to an informal oral presentation shall have the following key personnel attend:

1. Principal;
2. Project Architect/Project Manager;
3. Mechanical Engineer and
4. Electrical Engineer.

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.

2.21 RESERVED

2.22 RESERVED

2.23 SUSTAINABILITY POLICIES

The 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. Moreover, Camden Yards Sports Complex has adopted certain policies and procedures in furtherance of its LEED certification endeavor. In connection therewith, all goods and services provided in response to this solicitation shall conform to the policies attached hereto as Attachment K as applicable.

2.24 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 wage compliance system (See Attachment P– MSA Contract Compliance System Information). The system was designed to provide various workflow automation features that improve the project reporting process. This system will monitor contract compliance for applicable MSA contracts. The prime firm, its first tier subcontractors, and all MBE participation subcontractors 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 applicable). MSA may require additional information related to the contract to be provided electronically through the system at any time, during, or after contract award.

SECTION III. DESIRED QUALIFICATIONS

3.01 OFFEROR QUALIFICATIONS

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

3.01.1 The Offeror shall demonstrate the following qualifications and experience:

- a) It is an architectural firm that has members registered to practice architecture in the State of Maryland;
- b) It has been in business for at least five years.
- c) It has substantial design experience related to complex renovations/additions of large commercial facilities, preferably public assembly venues such as stadium, arenas, and office buildings located in urban settings;
- d) It has experience in innovative design methods to meet the required project goals and objectives while maintaining facility operations during construction/renovation.
- e) It has the ability to meet the insurance coverage requirements outlined in this RFP.

3.01.2 Proposed personnel shall possess the following desired minimum experience:

- a) **Principal**: Senior level position from proposing AE firm (such as Vice President) who will oversee the work from an executive level and to whom the Project Architect/Project Manager directly reports;
- b) **Project Architect or Project Manager**: Professional, licensed Architect or engineer from the proposing AE firm who is responsible for the management of the design professionals (i.e., Architect, Mechanical Engineer, Electrical Engineer, etc., and the completion of the awarded "task orders." Minimum seven (7) years experience managing projects.
- c) **Architect**: Licensed professional who is responsible for performing and directing the architectural design work and assigning personnel to individual task orders. Minimum five (5) years experience in design of a variety of building types;
- d) **Designer**: Engineer in training or equivalent experience in the associated field;
- e) **Engineer**: Licensed professional engineer with a minimum of seven (7) years' experience in the associated field. Responsible for performing and directing the design work and assigning personnel to individual task orders; and
- f) **CAD Technician/Draftsperson**: Competent technician capable of using various programs to produce both 2-D and 3-D plans in the format requested by MSA.

- 3.01.3 Personnel Commitment: By submitting the names of these key personnel for consideration, the Offeror is committing these people to the MSA if awarded the Project. No personnel changes will be permitted without written authorization from the MSA.
- 3.01.4 Whether or not an Offeror is qualified for award is at the sole and absolute discretion of the Procurement Officer or designee.

SECTION IV. SMALL BUSINESS RESERVE

4.01 SMALL BUSINESS CERTIFICATION

4.01.1 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 Regulations promulgated in connection thereto, and are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.

Information on the certification process is available at eMaryland Marketplace Advantage and at the Department of General Services Website at <https://dgs.maryland.gov/Pages/Procurement/index.aspx>

4.02 INELIGIBLE BIDS

Under a small business reserve procurement, a business that is not a registered small business is ineligible for award of a contract.

4.03 CERTIFICATION CONFIRMATION

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 Governor's Office of Small, Minority & Women Business Affairs as a small business. A procurement contract award under a small business reserve may not be made to a business that has not been SBR certified.

SECTION V. SCOPE OF WORK

5.01 SCOPE OF SERVICES - GENERAL

5.01.1 Capacity. The AE shall maintain an adequate staff to provide the services required herein in the professional quality and timeliness mutually agreed upon. The AE shall utilize the same number of personnel with the same qualifications for the duration of each project consistent with the A/E's qualifications and technical proposal originally submitted for the solicitation. At the sole discretion of the MSA, if the AE fails to maintain the adequate staff, the MSA may permanently eliminate the A/E from being awarded future task orders.

5.01.2 Schedule. The MSA and the AE shall mutually agree upon the schedule for design completion on each work effort. The work schedule for inspection, testing and reporting requirements shall be consistent with the contract documents or schedules established by the MSA. The failure of the A/E to complete work assignments within the time specified to the MSA's satisfaction may cause the MSA to eliminate the AE from being awarded future task orders.

5.01.3 Payment. Unless the MSA indicates that billing is to be by a single invoice, the AE may submit invoices monthly electronically to the MSA and each invoice shall include the following: Project number, amount to be billed to each Task Order number and its number, the total price of the contract including any change orders, the amount previously billed and the amount due on that invoice; and the AE's FEI number.

5.01.4 Property of MSA. All documents which are prepared by the AE and from a part of the required services shall, upon completion of the drawing, become the property of the MSA and shall be delivered to the MSA. The AE shall be responsible for the protection and/or replacement of any Contract Document in his/her possession. MSA shall receive all original drawings and the AE shall retain a reproducible copy. All such documents, as instruments of personal professional services, are not to be used by the MSA on any other project unless the MSA, prior to such use, executes and delivers to the AE an agreement in writing absolving, releasing, indemnifying and saving harmless the AE for any such use or provides the AE appropriate compensation and the right and opportunity to determine the feasibility and propriety of any such intended use.

5.01.5 Binding on Parties. The benefits and obligation hereunder shall inure and be binding upon the parties hereto and their respective successors, provided any such successors to the AE, whether such successors be an individual, a partnership or a corporation, is acceptable to the MSA, and neither this agreement nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or part, except with the prior written consent of the MSA.

5.01.6 MSA Furnished Data. All information, data, reports, records and maps as are existing and identified by the AE, available to the MSA without significant cost, and necessary for the carrying out of the work, shall be furnished to the A/E without charge by the MSA. The MSA shall cooperate with the A/E in every way possible in the carrying out of the planning work; providing, however, that the needs of the A/E for each support are made known to the MSA within a reasonable time and are not inconsistent with other project schedules and turnover time commitments. The MSA will not provide clerical assistance to the A/E for this project and MSA personnel will not be asked to undertake surveys, analyses, tabulations, summaries, etc., of AE produced data or documentation. However, MSA employees are free to participate in A/E conducted surveys as questionnaire recipients or survey groups for the purpose of providing information and opinions.

5.01.7 Drawing Reviews. The MSA will conduct reviews and provide comments on drawings and specifications at the normal event times, i.e., schematics, design development, 50% construction documents, 95% construction documents 100% construction documents.

5.01.8 Reproduction. The AE will deliver to the MSA the electronic originals of the reports, and specifications complete and ready for reproduction. Reproduction of documents for review, will be by the MSA and at its expense.

5.01.9 Defective Work. The performance of services and MSA acceptance of required reports shall not relieve the AE from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate or defective work shall be remedied by the AE on demand and at no cost to the MSA. Defective work may be defined but not limited to such matters as erroneous tabulations, incomplete surveys, maps or reports and incorrectly assembled reports, plans, specifications, etc., which is caused by error or omission.

5.01.10 Redesign. If construction bids come in higher than the "design to" amount, the AE will be required to redesign, at no additional cost to the MSA, to meet the "design to" amount.

5.01.11 MSA Task Order Process.

- a. The MSA will provide an outline of the required services for an individual work effort to be assigned to the firm, and, if applicable, the desired "design to" cost for the project. Desired completion time will also be specified. The AE will, within a reasonable time but not in excess of seven (7) calendar days, provide a written proposal which shall include a description of the services to be provided, proposed time for completion of the required services, acknowledgement of the "design to" budget, if any, and personnel to be employed on the assignment, to include their number of hours by discipline. There may be times when a faster turn-around time is required and times when the turn-around time will be longer. Any deviations will be noted on the project requisition.
- b. Task orders will typically be awarded on a rotating basis. However, MSA reserves the right to award task orders in any manner deemed to be in the best interest of MSA.
- c. MSA reserves the right to reject any proposal for a project assignment and to have the services performed by others. Additionally, should a firm decline to submit a proposal, it may be cause for elimination from consideration of future task orders.
- d. Each task order requires the AE to propose a price with the understanding that the AE shall perform all tasks and work necessary and incidental to bring the work to the appropriate level of completion as mutually agreed upon.
- e. The price proposal shall be negotiated and a task order awarded on the basis of a lump sum fee for basic and special services as applicable (with additional services being provided for the agreed upon hourly rate). Except where mutually agreed upon, reproduction cost will be a reimbursable item.

The AE's proposal shall be broken down to show proposed hours for each discipline/employee to be assigned. Hourly rates shall then be applied to show extended cost for each discipline/employee and total cost for the task assigned. Note: An estimate of all reimbursable items must also be included and any reimbursable items must be in compliance with the State of Maryland travel policy.

5.02 STANDARD OF CARE

The AE shall perform the services:

- (i) With the standard of care, skill and diligence normally provided by a AE 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 AE shall be responsible for the professional and technical accuracy of its work and materials furnished by it under the Contract.

5.03 GENERAL REQUIREMENTS

5.03.1 The AE firm will be expected to work closely with MSA, the Baltimore Ravens, and the Baltimore Orioles during all phases of the project.

5.03.2 The AE firm will be expected to conduct bi-weekly stakeholder meetings during the entire construction process. It will be the AE's responsibility to create agendas and record meeting minutes.

5.03.3 MSA reserves the right to add or delete scope in any manner necessary to serve the best interests of MSA.

5.03.4 The AE firm shall follow all OSHA requirements as well as all Federal, State, and local codes.

5.03.5 All work shall comply with MSA's LEED EBOM certification. All tracking and recoding required by the included sustainability specifications are the responsibility of the AE.

5.03.6 The AE firm shall work closely with MSA's IT department for all network requirements.

5.03.7 Construction will be occurring in an occupied building. Although outages are expected, AE shall work with MSA to determine the best plan for construction to minimize total down time and number of outages.

SECTION VI. PROPOSAL FORMAT

6.01 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.

6.02 SOLICITATION PROCESS

The solicitation will follow a multistep process to select the successful Offeror(s).

- A. Step 1 – Submission of Technical Proposal
 - a. Offerors will submit a Technical Proposal in accordance with Section 6.03 to demonstrate their experience and ability to execute the Project successfully. Technical Proposals will be evaluated by a selection committee.
 - b. Offerors may be requested to participate in an oral presentation to clarify information contained in the Technical Proposal.
- B. Step 2 – Submission of Financial Proposal
 - a. Offerors deemed most qualified and susceptible for award by the selection committee in Step 1 will be requested to submit a Financial Proposal in accordance with Section 6.05.
- C. Step 3 – Award of Contract(s)
 - a. The Offeror(s) deemed to provide the best value (combination of Technical and Financial) by the selection committee will be recommended for award in accordance with Section VII.

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

6.03 VOLUME I - TECHNICAL PROPOSALS

6.03.1 The volume containing the technical proposal shall be labeled "Volume I – Architecture and Engineering Services – Technical Proposal, MSA Project No. 22-008.

6.03.2 STANDARD FORM SF330, Architect - Engineer Qualifications, Part I, Contract Specific Qualifications: Submit form completing all sections and following the format's instructions. Provide information detailed below:

- 6.03.2.1 Section A. Contact Information.
- 6.03.2.2 Section B. Architect-Engineer Point of Contact.
- 6.03.2.3 Section C. Proposed Team (45%)
- 6.03.2.4 Section D. Organizational Chart of Proposed Team. Include the following information:
 - 6.03.2.4.1 Each firm's name, and discipline or specialty.
 - 6.03.2.4.2 Each key person's name, role, and discipline or specialty.

6.03.2.4.3 The managerial relationships among the persons and/or firms.

6.03.2.4.4 Provide a written description of the proposed contractual relationships among the firms. This proposal includes more than one architecture firm or a joint venture, identify the proposed general scope of work of each architecture firm.

6.03.2.4.5 Provide a summary or matrix of prior working relationships among proposed team members.

6.03.2.5 Section E. Resumes of Key Personnel Proposed for this Contract (20%)

6.03.2.6 Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract (35%)

6.03.2.6.1 Submit previous projects whose construction is substantially complete, and whose date of substantial completion is less than seven (7) years ago and prior to the issue date of this solicitation. Limit each project to one page. Submitted projects shall have been designed or managed by the firm's office that is proposed to design or manager this contract. Include the following information for each project:

- 1) Project name and location.
- 2) Owner's name, contact person and phone number.
- 3) Names of the prime firm and consultants, and the submitting firm's role on the project.
- 4) Type of project (new, addition, renovation, etc.).
- 5) Project delivery method.
- 6) Construction start and completion dates.
- 7) Construction cost.
- 8) Gross square footage.
- 9) A brief project description to include the use of Building Information Modeling (BIM), if applicable.

6.03.2.6.2 Additional consideration will also be given if the key person's role is the same for both this Project and the submitted project(s). Additional consideration will also be given to submitted projects with the following characteristics:

- 1) High profile public gathering places, such as stadiums, convention centers, theaters, museums and arenas.
- 2) Renovation/adaptive reuse projects.
- 3) Projects which incorporate BIM.

6.03.2.6.3 Provide summary of submitted projects on Attachment N. Project Experience Matrix.

6.03.2.6.4 Proposed Prime Architect: Submit three (3) projects designed by the proposed prime architect that meet the following criteria:

- 1) At least one (1) shall be a new building with a construction cost exceeding \$5 million.

- 2) At least one (1) project shall be a renovation project.
- 3) The proposed prime architect is the architect of record for the submitted projects.

6.03.2.6.5 Proposed Joint Venture or Associate Architect (if applicable):

Submit three (3) projects designed by the proposed joint venture or associate architect(s) that meet the following criteria:

- 1) At least one (1) shall be a new building with a construction cost exceeding \$5 million.
- 2) At least one (1) project shall be a renovation project.
- 3) The proposed architect is the architect of record for the submitted projects.

6.03.2.6.6 Proposed Mechanical/Electrical Engineer (MEP): Submit three (3) projects designed by the proposed MEP that meet the following criteria:

- 1) At least one (1) shall be a new building with a construction cost exceeding \$1 million.
- 2) At least one (1) project shall be a renovation project.
- 3) Should the Mechanical Engineer and Electrical Engineer be from separate engineering firms, each firm shall submit three (3) projects meeting the criteria indicated above.

6.03.2.6.7 Section G, Key Personnel Participation in Example Projects: Provide matrix depicting key personnel identified in Section E, role on the example projects, and proposed role(s) in this contract.

6.03.2.6.8 Section H, Additional Information: Provide a Summary of Qualifications, a written description of why the Offeror is most qualified and skilled. This should be objective and limited to not more than four typewritten pages. Explain the following:

- a. Tools and processes for project management, communication, and organization and documentation of information.
- b. Tools and processes for control of the quality of the construction documents, including document coordination and checking prior to submission to the MSA, and incorporation of MSA comments and other project data.
- c. The anticipated roles and responsibilities of the proposed Project Architect/Manager.

- d. How previous experience applies to this Indefinite Delivery Contract.

6.03.3 STANDARD FORM SF330, Part II, General Qualifications: Submit form for each proposed firm and proposed branch office, completing all sections and following the form's instructions. For Item 9, Employees by Discipline, if a person spans disciplines, the disciplines should be clearly noted.

6.03.4 REQUIRED FORMS: Submit the following forms with the Technical Proposal:

- 6.03.4.1 Bid/Proposal Affidavit (Attachment C)
- 6.03.4.2 MBE Forms (Attachment D)
- 6.03.4.3 Small Business Reserve Affidavit (Attachment E)
- 6.03.4.4 Professional Liability Insurance Form (Attachment H)
- 6.03.4.5 Conflict of Interest and Disclosure (Attachment I)
- 6.03.4.6 Registration Documentation Form (Attachment M)
- 6.03.4.7 Project Experience Matrix (Attachment N)
- 6.03.4.8 Project Previous Working Relationship Matrix (Attachment N1)

6.03.5 Legal Action Summary

This summary shall include:

- 6.03.5.1. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- 6.03.5.2 A brief description of any settled or closed legal actions or claim against the Offeror over the past five (5) years;
- 6.03.5.3 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
- 6.03.5.4 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.

6.04 DISCLOSURES

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.

6.05 VOLUME II – PRICE PROPOSALS

Offeror's deemed technically acceptable and susceptible for award by the Selection Committee following the Technical Evaluation phase will be requested to respond to a Request for Financial Proposal. A sample copy of the Request for Financial Proposal is attached hereto as **Attachment B**.

SECTION VII. EVALUATION AND SELECTION PROCEDURE

7.01 QUALIFYING PROPOSALS

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

7.02 SELECTION PROCEDURES

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

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

7.03 TECHNICAL EVALUATION

A selection committee will conduct an initial evaluation of the technical merit of each acceptable 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 6.03 above:

1. Qualifications and Capabilities of Proposed Team (45%);
2. Example Projects, with an emphasis on successful completion of similar projects, preferably renovation projects at large occupied commercial facilities (35%);
3. Resumes of Key Personnel, with an emphasis on experience performing a similar role on example projects provided, preferably phased renovation projects at large occupied commercial facilities (20%);

7.04 RESERVED

7.05 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.

7.06 FINAL EVALUATION AND RECOMMENDATION FOR AWARD

Following oral presentations, if any, reference checks, and submissions of best and final offers, if any, the selection committee will perform its final evaluations and will make a recommendation for award of the Contract(s) to the responsible Offeror(s) whose proposals are determined to be the most advantageous to MSA 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.

7.07 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 – MBE Forms

ATTACHMENT E - Small Business Affidavit

ATTACHMENT F – Sample AE Agreement

ATTACHMENT G – Reserved

ATTACHMENT H – Professional Liability Insurance Form (Appendix)

ATTACHMENT I - Conflict of Interest and Disclosure

ATTACHMENT J – Merrell -Source to Contract (Formerly Negometrix Instructions)

ATTACHMENT K – Reserved

ATTACHMENT L - Contract Affidavit

ATTACHMENT M – Registration Documentation Form (Appendix)

ATTACHMENT N – Project Experience Matrix (Appendix)

ATTACHMENT N1 – Project Previous Working Relationship Matrix (Appendix)

ATTACHMENT O – Reserved

ATTACHMENT P - MSA Contract Compliance System Information (Appendix)

