



Maryland Stadium Authority

Request for Proposals

Building Commissioning Services

Kent County Middle School

Issued: June 18, 2025

NOTICE

A Prospective Offeror that has received this document from a source other than eMaryland Marketplace (eMMA) <https://eMMA.maryland.gov> should register on eMMA. See Section 1.7.1 of this RFP.

A Prospective Offeror that has received this document from a source other than Bonfire <https://mdstad.bonfirehub.com/> shall register on Bonfire. See Section 1.7.2 of this RFP.

Minority Business Enterprises are encouraged to respond to this Request for Proposal. Please refer to Section 1.20 of this RFP for information regarding the MBE submission and compliance requirements.

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

Request for Proposals Building Commissioning Services Kent County Middle School

RFP Issue Date:	June 18, 2025
Procurement Officer:	Christian Kramer Maryland Stadium Authority 351 West Camden Street, Suite 300 Baltimore, Maryland 21201 Phone: (443) 202-3885 E-mail: ckramer@mdstad.com
Procurement Method:	Competitive Sealed Proposals
MBE Participation Goal:	12% overall, no subgoals
Pre-Proposal Conference:	June 25, 2025, at 12:00 p.m., Local Time Registration link: https://us02web.zoom.us/meeting/register/_C7weNN2SnCibTColOCT7g
Question Due Date:	June 27, 2025, at 1:00 p.m., Local Time
Proposal Closing Date and Time:	July 7, 2025, at 1:00 p.m., Local Time
Location:	402 E. Campus Ave, Chestertown, MD 21620

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SECTION 1

GENERAL INFORMATION

1.1 Summary Statement

The Maryland Stadium Authority (“MSA”) and Kent County Public Schools (“KCPS”) are issuing this Request for Proposals (“RFP”) to Building Commissioning Services firms to implement and manage the commissioning process for the Kent County Middle School.

This project is pursuant to the Built to Learn Act of 2020 (“Act”), which became effective on March 14, 2021, as a result of the Legislature’s veto override of HB1300-2020. The Act authorizes MSA to engage in the renovation and/or replacement of schools buildings and will be implemented and administered through a combination of MSA and school staff.

1.2 Abbreviations and Definitions

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

- a. A/E – The team of architects, engineers, and other professionals required and assembled to perform design and construction administration services associated with the project. The architect on record is Crabtree, Rohrbaugh & Associates, Inc.
- b. Act – The Built to Learn Act of 2020, which became effective on March 14, 2021, as a result of the Legislature’s veto override of HB1300-2020.
- c. Agreement – The written Agreement entered into by MSA and the selected Offeror responding to this RFP. The Agreement will include all MSA general terms and conditions, and will incorporate the entire RFP, including any addenda, and all or indicated portions of the selected Offeror’s proposal. For the purpose of this RFP, the terms Agreement and Contract are used interchangeably. A sample of the Agreement is attached to this solicitation as **Attachment J**.
- d. Client – Kent County Middle School
- e. COMAR – Code of Maryland Regulations (available at <https://dsd.maryland.gov/Pages/default.aspx>).
- f. Contract – see Agreement.
- g. Contract Administrator (“CA” or “Contract Manager”) – The MSA representative for this Agreement that is primarily responsible for contract administration functions, including issuing written direction, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, and to assist the consultant in achieving on budget, on time and on target (e.g., within scope) completion of the Contract requirements. MSA may change the CA at any time by written notice to the Consultant. For the purpose of this RFP

the terms Contract Administrator and Contract Manager are used interchangeably.

- h. Consultant – The Offeror selected under this RFP.
- i. Construction Manager (“CM”) – A third party engaged by MSA to provide construction management services that include, but are not limited to: design/constructability reviews, project phasing, scheduling, value engineering, cost estimating/analysis, scope definition, bid packaging, and bid preparation, with the intent to transition to an at-risk relationship and provide a Guaranteed Maximum Price (“GMP”) to deliver the construction of the project. The construction manager at risk on record is Oak Contracting, LLC.
- j. eMMA – eMaryland Marketplace Advantage (available at <https://emma.maryland.gov>).
- k. IAC – Interagency Commission on School Construction.
- l. KCPS – Kent County Public Schools and its associated staff.
- m. Key Personnel – All Contractor Personnel identified in the solicitation and the Offeror’s Proposal that are essential to the work being performed under the Contract.
- n. LEED – A third-party certification program and the nationally accepted benchmark for the design, construction, and operation of high performance green buildings developed by the U.S. Green Building Council (USGBC).
- o. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland.
- p. MBE – Minority Business Enterprise certified by the Maryland Department of Transportation (“MDOT”).
- q. MSA – Maryland Stadium Authority (available at <https://mdstad.com/>).
- r. MSA Business Hours – 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays or State closures.
- s. MSA Procurement Policies – MSA procurement policies and procedures (available at <https://mdstad.com/doing-business/contract-opportunities> or may be obtained by contacting the Procurement Officer.).
- t. Notice to Proceed (“NTP”) – A formal notification issued by the Procurement Officer that directs the successful Offeror to perform work and establishes the date on which the work is to commence on the Project.
- u. Offeror – An individual or entity, regardless of legal status or organization, which submits a Proposal in response to this RFP. The Offeror is the individual or entity that will be executing the Contract with MSA.
- v. Owner – Maryland Stadium Authority.
- w. Procurement Officer (“PO”) – The MSA representative responsible for this RFP.
- x. Project – Building commissioning services for Kent County Middle School.

- y. Project Manager (“PM”) – The MSA representative primarily responsible for monitoring the daily activities associated with, and providing technical guidance for the Project. The Project Manager is the point of contact, post-award, who will assign work and to whom invoices will be submitted.
- z. Project Team – Includes MSA, A/E, CM, the successful Offeror selected in response to this RFP, and any other consultant or entity MSA may engage to participate in the Project.
- aa. Proposal – The submissions provided by an Offeror in response to this RFP, including, but not limited to, the Technical Proposal, Oral Presentation material, Financial Proposal, any clarifications, Best and Final Offer (“BAFO”), and any other information that may be requested by the Procurement Officer.
- bb. Proposal Closing Date and Time – as identified in the Key Information Summary Sheet of the RFP or as amended via addendum.
- cc. Request for Proposals (“RFP”) – This procurement solicitation, as amended.
- dd. Selection Committee – The persons evaluating the Proposals, and recommending to the Procurement Officer which Offeror to select as the apparent awardee.
- ee. State – The State of Maryland.

1.3 Agreement Type

The Agreement that results from this RFP will be for a fixed fee for professional services, which will include an Owner’s contingency. The Owner’s contingency will be used at Owner’s sole discretion. The Contract amount shall not be exceeded without the necessary contract modification.

1.4 Agreement Duration

The term of the Agreement will be for a period necessary to complete the scope of work, as agreed upon by MSA and the successful Offeror.

Services resulting from this solicitation are anticipated to commence immediately upon award and continue through August 2028.

1.5 Procurement Officer

The sole point-of-contact for purposes of this RFP is the Procurement Officer listed in the Key Information Summary Sheet.

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

1.6 The Contract and Project Manager

The Contract and Project Manager is:

Dawn Sanders
Maryland Stadium Authority

351 West Camden Street, Suite 300
Baltimore, Maryland 21201

Prior to contract award, MSA may change the Project Manager at any time and will provide written notice to all potential Offerors. After Contract Award, MSA may change the Project Manager at any time by written notice to the successful Offeror.

1.7 E-Procurement Platforms

1.7.1 e-Maryland Marketplace Advantage

eMMA is the electronic commerce system for the State of Maryland. In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. You can register at: <https://emma.maryland.gov>. Click on “New Vendor? Register Now” to begin the process, and follow the prompts.

1.7.2 Bonfire

Bonfire is the electronic procurement system for the Maryland Stadium Authority. In order to submit technical and financial Proposals, and to receive a contract award, a vendor must be registered on Bonfire. You can register at: <https://mdstad.bonfirehub.com/>.

1.8 Pre-Proposal Conference

A virtual Pre-Proposal Conference (“Conference”) will be held on the date and time indicated on the Key Information Summary Sheet.

Please click on the registration link stated on the Key Information Summary Sheet for details regarding the Conference, and to RSVP to the event.

1.9 Reserved

1.10 Questions

Questions regarding this RFP shall be submitted electronically via the e-procurement platform Bonfire no later than the date and time indicated on the Key Information Summary Sheet.

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 and Time. Answers to all substantive questions that have not previously been answered, and are not clearly specific to the requestor, will be provided via addendum.

1.11 Proposal Closing Date and Time – technical and financial Proposals

To be considered, **technical and financial Proposals** shall be submitted via the e-procurement platform Bonfire no later than on the date and time indicated on the Key Information Summary Sheet, as amended. Requests for an extension of this date or time will not be granted.

1.12 Oral Presentations

Short-listed Offerors may be required to make virtual oral presentations to the Selection Committee. The Procurement Officer will notify the short-listed Offerors with details and instructions prior to the presentation.

Typically, oral presentations will follow a specified format and generally be limited to 45 minutes [30 minutes for the presentation, and 15 minutes for questions]. The Procurement Officer will provide details and instructions to the short-listed Offerors prior to the presentation. The presentation must consist of, but not be limited to, a discussion of the Offeror's specific approach to the project and understanding of the scope of work.

Significant representations made by an Offeror during their oral presentation must be confirmed in writing. All such representations will become part of the Offeror's Proposal and are binding if a Contract is awarded as a result of this RFP.

1.13 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.

1.14 Affidavits

1.14.1 Proposal Affidavit

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

1.14.2 Conflict of Interest Affidavit

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

1.14.3 Contract Affidavit

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

For purposes of completing Section "B" of the affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

1.15 Procurement Method

The Agreement resulting from this RFP will be awarded in accordance with the Competitive Sealed Proposals process under Section 3 (C) of MSA's Procurement Policies.

1.16 Arrearages

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

1.17 Revisions to the RFP

1. If it becomes necessary to revise this RFP before the closing date for proposals, an addendum/addenda will be posted on eMMA, GovDelivery, and MSA's website. Addenda issued after the closing date for proposals will be sent only to those Offerors who submitted a responsive and timely proposal, or, if applicable, Offerors that were short-listed to participate in the next phase of the procurement process.
2. 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 of the RFP.
3. Acknowledgement of receipt of addenda to the RFP issued after the proposal closing date shall be in the manner specified in the addendum notice.
4. Failure to acknowledge receipt of addenda does not relieve the Offeror from complying with all terms of any such document.

1.18 Cancellations; Discussions

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

1.19 False Statement

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

1. In connection with a procurement contract, a person may not willfully:
 - A. Falsify, conceal, or suppress a material fact by any scheme or device;

- B. Make a false or fraudulent statement or representation of a material fact;
or
 - C. Use a false writing or document that contains a false or fraudulent
statement or entry of a material fact.
2. A person may not aid or conspire with another person to commit an act under subsection of this section.
 3. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.20 Minority Business Enterprise

Minority Business Enterprises are encouraged to respond to this solicitation.

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. MBE goals for the construction phase will be determined prior to the bidding phase. All subcontractors named by the Offeror as part of their MBE Schedule must be certified with the Maryland Department of Transportation (MDOT).
2. Notwithstanding any subgoals established for this RFP, the Contractor 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.
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.
4. An Offeror that does not commit to meeting the entire MBE participation goal(s) stated in this RFP 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 Proposal to the RFP will result in the State's rejection of the Offeror's Proposal. This failure is not curable.
5. If the Offeror fails to properly complete, sign, and submit **Attachment D-1A** at the time it submits its technical Proposal, the Procurement Officer may determine that the Proposal is not reasonably susceptible of being selected for award.
6. Attachments
 - A. Minority Business Enterprise instructions and forms are provided in **Attachment D** to assist Offerors.

- B. The Offeror shall include with its Technical Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:
 - a. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable sub-goals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
 - b. 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, each MBE subcontractor's MDOT certification number and the North American Industry Classification System ("NAICS") code and product and service description of the work to be performed.
 - c. An Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **Attachment D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.
 - d. If the Offeror fails to submit a completed **Attachment D-1A** with the technical Proposal, as required, the Procurement Officer may determine that the Proposal is not reasonably susceptible of being selected for award.
- 7. Offerors are responsible for verifying that each MBE (including any MBE primes and MBE primes participating in a joint venture) selected to meet the goal and any sub-goals, and subsequently identified in **Attachment D-1A**, is appropriately certified by the Maryland Department of Transportation and has the correct NAICS codes allowing it to perform the committed work.
- 8. 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**);
 - C. A copy of each sub-contract agreement, between the apparent awardee and any proposed MBE sub-contractor that the parties intend to enter into contingent upon the MSA's award of the prime contract. The sub-contract agreement must contain all necessary terms, including pricing, required for the MBE to perform its proposed work and for the apparent awardee to pay the MBE for its work during the term of the agreement; and

- D. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable sub-goals.
 - E. Further, if the selected Offeror 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 award. If the Project has already been awarded, the award is voidable.
- 9. 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 <https://marylandmdbe.mdbecert.com/FrontEnd/searchcertifieddirectory.asp>. 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.
 - 10. An Offeror that requests 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.
 - 11. 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, and all of its amendments, shall be considered a part of the Agreement and are hereby expressly incorporated into the Agreement by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see **Attachment L**).
 - 12. The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent contract.

1.21 Incurred Expenses; Economy of Preparation

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

1.22 Protests/Disputes

Any protest or dispute related to this RFP will be subject to Section 10 of MSA's Procurement Policies and Procedures and the relevant provisions of the Contract.

1.23 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of the Proposal that it considers confidential and/or 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. This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the technical Proposal and if applicable, separately in the financial Proposal. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed.

1.24 Offeror Responsibilities

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

1.25 Patents, Copyrights, and Intellectual Property

1. 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 or the Client to use such item.
2. The Consultant will defend or settle, at its own expense, any claim or suit against MSA and the Client alleging that any such item furnished by the 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 the Client against that claim at the Consultant's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided MSA and the Client:
(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.

3. 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 Client the right to continue using the applicable item; (ii) replace the product with a non-infringing product substantially complying with the item's specifications; or (iii) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

1.26 Non-Availability of Funding

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

1.27 Financial Disclosure

The Consultant shall comply with 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.

1.28 Non-Exclusive Use

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

1.29 Sustainability Policies

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

environmental practices. Moreover, MSA and Client have committed to certain environmental standards as more fully set forth in the Memorandum of Understanding, identified in Section 3 of this RFP. All goods and services provided in response to this solicitation shall conform to those environmental standards.

1.30 Payments by Electronic Fund Transfer

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic funds transfer. A form will be provided to the selected Offeror.

1.31 Confidentiality

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

1.32 Loss of Data

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

1.33 Non-Hiring of Employees

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

1.34 Nondiscrimination in Employment

The Consultant agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, ancestry or national origin, age, sex, marital status, sexual orientation, gender identity, genetic information,

military status, or disability unrelated in nature; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause sub consultants to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

1.35 Commercial Nondiscrimination

As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, age, sex, marital status, sexual orientation, gender identity, military status, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

1.36 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 an Agreement, 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 an Agreement.

1.37 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.

1.38 Verification of Registration and Tax Payment

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award under this RFP.

Prior to contract award under this RFP, the selected firm, including joint ventures, must be able to provide a Certificate of Good Standing from the Maryland State Department of Assessments and Taxation.

1.39 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 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 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 Agreement award.

1.40 Maryland Law

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

1.41 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.

Any exceptions to the requirements of this RFP, the sample Agreement, or any other exhibits or attachments shall be clearly identified in the Executive Summary of the Technical Proposal, and shall be accompanied by the Offeror's proposed amended language to the requirements in question. If an Offeror has taken no exception, the Executive Summary shall so state.

All exceptions will be taken into consideration when evaluating the Offeror's Proposal. MSA reserves the right to accept or reject any exceptions.

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.

1.42 Procurement Regulations

The RFP and any Agreements 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 ("Procurement Article") except as set forth in MSA's Procurement Policies.

1.43 Multiple Proposals

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

SECTION 2

QUALIFICATIONS

Interested Offerors shall clearly demonstrate in their responses to this RFP that the following minimum qualifications and requirements are met in order to be deemed qualified. **Responses must address the qualifications and requirements in the order shown below and include specific documentation/narrative to clearly demonstrate how they meet or exceed the stated minimum qualifications and requirements.**

1. Offeror shall be a firm licensed to do business in the State of Maryland specializing in providing enhanced commissioning services and experienced in establishing, overseeing, monitoring, tracking, and reporting commissioning requirements. A copy of the license shall be provided;
2. Offeror has a minimum of ten (10) years of experience participating in all phases of commissioning including design review, submittal review, construction monitoring, owner training, O&M review, post acceptance, final and post occupancy commissioning;
3. Offeror has a minimum of ten (10) years of experience in developing and implementing project specific commissioning plans for both building renovation and building replacement projects;
4. Offeror has LEED certified personnel as required to obtain applicable LEED and Net Zero Ready credits with regard to enhanced commissioning;
5. Offeror has the ability to manage multiple projects in various stages of design and construction at one time;
6. Offeror has a minimum of ten (10) years of experience in performing building envelope commissioning services;
7. Offeror has experience in the management and development of building and systems maintenance plans; and,
8. Offeror has been engaged for a minimum of ten (10) years in providing enhanced commissioning services.
9. Required Documentation: With its technical Proposal, the Offeror shall provide example projects from the past ten (10) years that collectively attest to the Offeror's required years of experience. All of the following information shall be provided for each project listed to demonstrate that the minimum qualifications listed above are met. Note that Offerors may add cross references to projects that address multiple minimum qualification items.
 - A. Project Title and Location;
 - B. Owner and Owner Reference;
 - C. Gross Square Footage;

- D. Contract Amount;
- E. Project Construction Value;
- F. Dates of Performance – Start and Completion Dates (Actual or Projected); and
- G. Description of the Offeror's involvement in the project.

Note: Offeror's Proposals that fail to respond to any Qualifications may be deemed not reasonably susceptible of being selected for award.

Note: An Offeror meeting these requirements does not guarantee that the Offeror will be deemed responsible or have its technical Proposal deemed reasonably susceptible of being selected for award.

10. Offeror shall submit proof of its ability to meet the minimum insurance coverage requirements outlined below for a project of this size and complexity. Additional information regarding insurance can be found in the Sample Contract attached as **Exhibit J**.

SECTION 3

PURPOSE AND SCOPE OF WORK

3.1 Purpose

The MSA is issuing this Request for Proposals to implement and manage building commissioning services for the Kent County Middle School. The objective of commissioning is to ensure that all energy-related and other building systems installed are in accordance with the contract documents, performing per the design intent and provide documented confirmation that the new facility systems fulfill the operational, functional, and performance requirements of MSA and Client, its occupants, and the maintainability standards of the Operation and Maintenance (O&M) personnel. To reach this goal, it is necessary for the commissioning process to fully document and implement the project requirements for system function, performance, and maintenance, as well as to verify and document compliance with these criteria throughout design, construction, start-up, and the post occupancy period of operation for mechanical, electrical, plumbing, and other systems.

The commissioning process will systematically document that the specified components and systems have been properly manufactured, installed, and are functioning as specified. This process shall be completed through pre-functional checkout and system functional testing to verify and document the proper operation of all equipment in various modes, critical alarms, and under anticipated performance conditions. Commissioning must be performed on all critical electrical and MEP systems and additional systems as noted below.

The Consultant will work closely with the MSA, Client, the program manager, the LEED program Consultant, the A/E team, the CM team, and other contracted firms in a cooperative and coordinated fashion. MSA will deliver this project via the Construction Manager at Risk (“CMR”) method. The Project shall obtain, at a minimum, LEED Silver Certification under USGBC LEED V4 for Schools, with the intent to be Net Zero Ready.

3.2 Scope of Services

The Consultant will be responsible for all commissioning activities in accordance with ASHRAE Guidelines on a single project, inclusive of design input and reviews, installation verification, equipment startup, pre-functional checkout and full system functional testing. Commissioning services will be provided throughout the warranty period (24 months after substantial completion). All activities necessary to obtain all credit requirements regarding LEED commissioning prerequisite and credit will be the responsibility of this Consultant. Testing, verification and reporting on the performance of all commissioned systems is to be completed in a systematic fashion based on an approved project-specific commissioning plan.

The Consultant will commission the following systems:

1. All systems required to be commissioned by the USGBC LEED V4 for Schools rating system, including:
 - A. HVAC&R;
 - B. Domestic Hot Water;
 - C. Lighting and Daylighting Controls; and
 - D. On-Site Renewable Energy Systems (if applicable);
2. Emergency Power Systems, including:
 - A. Emergency Generator(s);
 - B. Automatic Transfer Switches; and
 - C. Roll-up Generator Connection (if applicable);
3. Building Enclosure Systems;
4. Audio Visual Systems, Instructional Technology Systems and Equipment; and
5. Security Systems.

The results of certain commissioning activities must be submitted to USGBC's GBCI and the LEED consultant for submission pertaining to the LEED certification goals of the Program.

3.3 General tasks

The scope of services includes, but is not limited to, the following general tasks.

1. Serve as the Commissioning Agent for MSA and Client on the Project.
2. Conduct formal design reviews and document in a formal report all comments on the compliance with the Owner's Project Requirements (OPR) for the project, as well as the Basis of Design (BOD). The review report must also address completeness of design documents regarding system performance, operability, maintainability, energy efficiency and sustainability of the overall design during the pre-construction phase. At a minimum, the design reviews must confirm the design complies with the current statutes of State energy codes (2015 IECC-ASHRAE 90.1). Formal reviews are required, at each phase of A/E document submission. Additional reviews may be required at discretion of MSA if the design submissions are insufficient or incomplete.
3. Develop full commissioning specifications (requirements) for all equipment and systems tailored to scale and complexity of this project. Commissioning specifications must also explicitly address performance and functionality for building enclosure-related systems. Coordinate with and integrate into the project specifications produced by the A/E team.
4. Coordinate a design phase controls integration meeting for the building energy management system and temperature controls integration with the A/E team and mechanical design engineers to discuss EMS and equipment control, integration issues, and sequences of operations between

equipment and systems, to ensure that integration issues such as point matrix delineation and operational sequences of commissioned systems are clearly as described in the specifications.

5. Coordinate commissioning activities and required meetings with the owner, the A/E team, its sub-consultants, and contractors/ trade sub-contractors through both the design and construction phases, along with final acceptance, turnover and certification of the project.
6. Conduct, schedule, manage the commissioning kick off meeting during the design phase with the A/E team, and hold another kick off meeting for the contractors during the construction phase of the project. Provide a commissioning milestone schedule with durations delineated to integrate with the overall project schedule.
7. Develop, implement and track a project-specific commissioning plan incorporating the requirements from the project commissioning specifications and include all project-specific equipment pre-functional checklists, startup checkout forms, milestone schedule and Issues Log templates.
8. Perform enhanced commissioning services as per USGBC LEED V4 for Schools requirements.
9. Commissioning plans to include at a minimum:
 - A. Brief overview of the commissioning process;
 - B. List of all commissioned features and systems including a master list of all pertinent equipment and systems;
 - C. Identification of the roles of primary commissioning participants & their responsibilities;
 - D. Description of the management, communication and reporting of the plan;
 - E. Outline of the commissioning scope, including submittal review, observation, and start-up and testing;
 - F. List of the expected written work products: pre-functional checklists of commissioned equipment, startup checkout forms, Issues Log tracking forms, functional test procedures and forms, and other reports mandated;
 - G. Milestone schedule with durations delineated of the equipment to be commissioned; and
 - H. Description of the rigor and scope of testing including sampling method. All major equipment including central plant equipment, (air handling units, etc.) must be fully tested and may not be sampled.
10. The Offeror must review the construction documents during the design phase to ensure that each commissioned feature or system meets the BOD relative to functionality, reduction in energy use and atmosphere

protection, water use reduction, ease of maintenance, affordability, indoor environmental quality and local environmental impacts.

11. Review and comment on project submittals as they pertain to commissioning and compliance with contract documents and any deviation for energy efficiency requirements of the specified equipment as well as warranty provisions.
12. Perform site visits to observe general construction progress for preparation of commissioning activities. Specify total number of site observation visits planned for the project. Site observations shall not be less than monthly once installation has commenced.
13. Witness all or part of the startup of component and equipment to be tested to ensure the startup efforts are adequate and complete.
14. Witness all or part of the component testing to ensure confidence that proper procedures are followed. Direct the execution of all functional performance testing with the trade contractors. All major equipment (central plant components, chillers, boilers, main air handling units, dedicated outdoor units, energy recovery units, heat and vent units, etc.) must be fully tested, no sampling allowed. Smaller or repetitive unitary units may be sampled at no less than 25%.
15. Monitor and report on the training of operation and maintenance personnel. Review the draft-training plan and trainer qualification.
16. Perform 10-month post-acceptance and 23-month post-acceptance pre-warranty end review of outstanding commissioning issues, operational deficiencies, equipment failures, building operator and occupant complaints, and results from EMS systems monitoring and trending. Document all systems operation, maintenance, performance, systems alterations and changes, and re- testing and re-commissioning needs, as required.
17. Conduct commissioning meetings during the construction phase, inspect, test, log and track all deficient items. Responsible for generating and managing a master issues log and ensure issues are addressed. This report is to be produced and submitted on a regular basis to the Owner, A/E team and responsible contractor at a minimum of a monthly basis. Additionally, a written list of all outstanding commissioning issues and any testing that is scheduled for a later date must be included. All outstanding environmentally or economically responsive feature deficiencies must be corrected or listed in the commissioning report. All completed functional tests should be listed in an appendix to the commissioning report.
18. Develop and complete the final commissioning report at the completion of all commissioning activities including seasonal start-ups. The Final commissioning report shall include, at a minimum:

- A. Final version of OPR and BOD lessons learned and benefits resulting from commissioning. Design phase as well as construction phase considerations should both be addressed.
 - B. Completed record of all pre-functional checklists, startup checkout forms, and final results of functional tests including trending data demonstrating satisfactory system performance over an occupied school week.
19. Review the assembly of O&M manuals by the Contractor documenting design criteria, design assumptions and limitations, system descriptions, operating parameters, performance capabilities, and maintenance requirements as stipulated in the contract documents.
 20. Develop and manage the overall completion of a specific Building Maintenance Plan (“BMP”), based on the template document included as **Attachment N**, for the building’s systems in accordance with the design and the manufacturers’ recommendations. The specific BMP is to be completed prior substantial completion of the project and shall address both all systems within the scope of commissioning and coordination with the project CM to address the entry of all systems equipment and component information as listed in the template document.
 21. Consistent with the standards set forth in this section, the Consultant shall provide the following building enclosure commissioning services, including enhanced commissioning:
 - A. Final version of OPR and BOD lessons learned and benefits resulting from commissioning;
 - B. Attend kick-off meeting;
 - C. Identify OPR and BOD and review Project with the A/E team;
 - D. Comment on mock-up construction;
 - E. Develop building enclosure commissioning plan;
 - F. Review building enclosure specifications;
 - G. Review architectural drawings relating to the building enclosure;
 - H. Attend team meetings to review drawing comments;
 - I. Perform back check review of architectural drawing comments;
 - J. Review building envelope shop drawings and submittal;
 - K. Attend pre-construction meeting;
 - L. Review product substitution requests;
 - M. Update building envelope commissioning plan as appropriate;
 - N. Participate in relevant project meetings and conference calls;
 - O. Field monitor installation of exterior enclosure components through periodic site visits;

- P. Provide a minimum of two days of mock-up testing or on site field testing;
- Q. Update field report log;
- R. Update commissioning plan;
- S. Participate in dispute resolution;
- T. Participate in relevant construction phase meetings and conference calls;
- U. Perform 10-month and 23-month post-acceptance site visits;
- V. Prepare final building enclosure report and close-out documents; and
- W. Provide a letter of compliance.

The Consultant will provide a signed letter confirming that the commissioning plan has been successfully executed, the design intent of the building has been achieved, and any other documentation required to meet the LEED prerequisite and enhanced commissioning requirements and/or additional commissioning credits. This may include the need to respond to

U.S. Green Building Council requests for documentation of these processes. Excluded from the Consultant's scope of work is indoor air quality testing.

3.4 Schedule

The schedules outlining the current project timelines are attached as **Attachment I**.

SECTION 4

PROPOSAL SUBMISSION AND REQUIREMENTS

4.1 Solicitation Process

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

4.1.1 Step 1 – Submission of Proposals

Offerors must submit a technical and a financial Proposal in accordance with this RFP. After the Proposal Closing Date and Time for Proposals, Technical Proposals will be reviewed by the Procurement Officer, and those deemed responsible and reasonably susceptible of being selected for award will be reviewed by the Selection Committee. Offerors that fail to respond to all requirements of the RFP may be deemed not reasonably susceptible of being selected for award.

4.1.2 Step 2 – Review of Technical Proposals

The Selection Committee will review Technical Proposals and rank the Proposals according to technical merit. Based on their achieved technical rankings, selected Offerors will be “short-listed” to participate in the financial phase of the procurement.

4.1.3 Step 3 – Short-list and Financial Proposals

Based on achieved technical rankings, the Selection Committee will short-list firms to participate in the Financial Proposal phase of the procurement.

The Procurement Officer will request short-listed firms to provide the password to their Financial Proposal. Failure from the Offeror to provide the password within one (1) business day upon request by the Procurement Officer will deem the Offeror’s Proposal not reasonably susceptible of being selected for award.

Offerors that are not short-listed will be notified that they are not reasonably susceptible of being selected for award.

4.1.4 Step 4 – Review of Financial Proposals

The Selection Committee will review Financial Proposals and rank the Proposals based on the overall proposed fee.

4.1.5 Step 5 – Recommendation for Award

The Offeror deemed by the Selection Committee to provide the most advantageous offer (technical and financial) to the Project will be recommended for award.

4.2 Instruction for Submission of Proposals–General Requirements

Offerors shall upload the technical and financial Proposals through the e-procurement platform Bonfire no later than the Proposal Closing Date and Time indicated in the Key Information Summary Sheet, as amended.

Proposals not submitted in the manner indicated in the RFP will be considered not responsive to this RFP and will be rejected.

Offerors shall allow sufficient electronic transmission time to ensure timely receipt of their proposal. Proposals received by MSA after the Proposal Closing Date and Time are not eligible for being selected for award and will be rejected. Proposals will not be opened publicly.

All pages of each proposal volume must be consecutively numbered from beginning (Page 1 of “x”) to end (Final Page “x”).

Offers shall compile each Proposal Volume into one document. Each Proposal Volume shall be a machine-readable and searchable PDF-file, and shall be formatted so each and every page can be legibly printed in 8 1/2” x 11” format.

Note: Proposals shall be protected against involuntary editing. Proposals that contain editable entries, to include but not limited to marginal comments, and unprotected fillable fields or cells, may be rejected.

4.3 Volume I – Technical Proposal

Offerors shall submit technical Proposals labeled “OfferorName – Cx – KCMS - TP”. The Technical Proposal shall follow the format provided below.

4.3.1 Transmittal Letter

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

4.3.2 Title Page and Table of Contents

The technical Proposal shall begin with a title page bearing the, Offeror’s address, and the title 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.

4.3.3 Executive Summary

The Offeror shall condense and highlight the contents of the technical Proposal in a separate section titled “Executive Summary”. The Executive Summary shall:

- A. Include a section providing the Offeror’s credentials, to include:
 - a. Offeror’s legal name as registered with SDAT, and if applicable any d/b/a;
 - b. Offeror’s identification numbers:
 - 1) Socio-economic certification numbers, e.g., MBE and/or Small Business Reserve (“SBR”) certification number;

- 2) Tax Identification Number;
- 3) SDAT Department Number; and
- 4) eMMA account number;
- c. Two (2) Points of Contact (“POC”) concerning Offeror’s Proposal, including each POC title, phone number and e-mail address; and;
- d. Identify any joint ventures, if any.
- B. Include a section detailing any exceptions the Offeror has taken to the requirements of this RFP, the sample Agreement, or any other exhibits or attachments. If an Offeror has taken no exception, the Executive Summary shall so state. See Section 1.41 for additional instructions.
- C. Acknowledge the receipt of any and all addenda associated with this RFP;
- D. Include a table with cross-references to each requirement, identified in Section 2 and Section 3 of the RFP, with the location in the submission (section and page number) where the Offeror has demonstrated or documented that it meets the requirement.

4.3.4 Experience and Qualifications

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

- 1. Offeror’s organization and how it intends to complete the scope of work outlined in the RFP. Please provide a general description of your company’s approach to the commissioning process for the specific Project and identify some potential challenges and proposed course of action plans. The Offeror should also identify its experience with similar projects.
- 2. Offerors shall include a Schedule of Activities and Duration.
- 3. The names, titles, and resumes of key management personnel (staffing plan) directly involved with managing the work that will be required under the Contract.
- 4. Offerors shall also identify any known subcontractors and/or joint ventures at the time of submission, if any, and the roles these relationships will have in the performance of the Contract. Upon MSA’s request, Offerors shall make available within 24 hours all Subcontractor/Joint venture scope of work documents and proposals.

4.3.5 Other Required Submissions

Offerors must submit the following items in the Technical Proposal:

- A. A completed Bid/Proposal Affidavit (**Attachment A**). The form must be completed by the Offeror and all joint venture partners (if applicable).
- B. A completed Conflict of Interest Information/Affidavit and Disclosure (**Attachment B**). The form must be completed by the Offeror and all joint

venture partners (if applicable). By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

- C. A completed MBE Form D-1A (included in **Attachment D**).
- D. A completed Capacity Summary Sheet for all Key Personnel, including those employed by subconsultants (**Attachment G**).
- E. Verification from the Offeror's insurance carrier/provider identifying the Offeror's current policy limits and current deductible amounts, including coverage limits for Commercial General Liability, Excess Liability, Automobile, Worker's Comp/Employer Liability, and any additional insurance coverages held by the Offeror are to be identified and submitted.
- F. A completed Corporate Profile (**Attachment L**).
- G. A completed Prime Contractor's List of All Subcontractors (**Attachment N**).

4.4 Volume II – Financial Proposal

Offerors shall submit financial Proposals that require a password to be opened, are protected against editing, and labeled "OfferorName – Cx – KCMS - FP".

The Procurement Officer will request the password to open the financial Proposal from short-listed Offerors only. Failure from the Offeror to provide the password within one (1) business day upon request by the Procurement Officer will deem the Offeror's Proposal not reasonably susceptible of being selected for award.

A sample copy of the Financial Proposal Form is attached as **Attachment H**. Unless indicated on the form, do not amend, alter, or leave blank any items on the form or include additional clarifying or contingent language on or attached to the form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award.

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

SECTION 5

EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

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

5.1.1 Technical Evaluation Criteria

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

- A. Understanding of the Project and adequacy of the Work Plan to provide the proposed services;
- B. Experience and qualifications of the Offeror and the Key Personnel;
- C. Past Performance and References of Offeror and subconsultants;
- D. Work Capacity of Offeror, proposed subconsultants, and Key Personnel;
- E. Overall Quality of Submission; and
- F. Proposed exceptions.

5.1.2 Financial Evaluation Criteria

Short-listed Offerors that are invited to submit a password to open their financial Proposal, and that are deemed as meeting all of the requirements will be ranked (most advantageous to least advantageous) based on an analysis of the information provided in the Financial Proposal submission.

5.2 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- 1. The Maryland resident business is a responsible Offeror;
- 2. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- 3. The other state gives a preference to its resident businesses through law, policy, or practice; and
- 4. The preference does not conflict with a federal law or grant affecting the procurement Contract.

5.3 General Selection Process

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

5.4 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 considering the technical and financial evaluation factors as set forth in this RFP. The award is subject to approval by the MSA Board of Directors.

ATTACHMENTS

The attachments to this RFP are available through the e-procurement platform Bonfire.

Attachment A	Bid/Proposal Affidavit
Attachment B	Conflict of Interest Affidavit and Disclosure
Attachment C	Contract Affidavit
Attachment D	MBE Instructions and Forms
Attachment E	Owner's Project Requirements Template
Attachment F	Schematic Design Submission
Attachment G	Capacity Summary Sheet
Attachment H	Financial Proposal Forms
Attachment I	Anticipated Project Schedule
Attachment J	Sample Agreement
Attachment K	<i>Reserved</i>
Attachment L	Corporate Profile
Attachment M	<i>Reserved</i>
Attachment N	Building Maintenance Plan Template
Attachment O	MBE Searches
Attachment P	Prime Contractor's List of ALL Subcontractors