



**Maryland Stadium Authority**

**Request for Proposals**

**Architectural/Engineering Services  
France-Merrick Performing Arts Center**

**Notice**

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**

**Architectural/Engineering Services  
France-Merrick Performing Arts Center**

**RFP Issue Date:** September 19, 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](mailto:ckramer@mdstad.com)

**Procurement Method:** Competitive Sealed Proposals

**MBE Participation Goal:** 10%, no subgoals

**Pre-Proposal Conference:** September 25, 2025, at 12:00 p.m., Local Time  
Registration link:  
<https://us02web.zoom.us/meeting/register/DF6-pmpYTAKGR9GNzKuROg>

**Site-Visit** September 30, 2025, at 11:00 a.m., Local Time  
Registration link:  
<https://www.eventbrite.com/e/1721334871939>

**Question Due Date:** October 3, 2025, at 1:00 p.m., Local Time

**Proposal Closing Date and Time:** October 14, 2025, at 1:00 p.m., Local Time

**Oral Presentations** October 30, and October 31, 2025

**Project Location:** France-Merrick Performing Arts Center  
12 N. Eutaw Street  
Baltimore, MD 21201

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**GENERAL INFORMATION**

**1.1 Summary Statement**

The Hippodrome Foundation, Inc. (“Client”) has engaged the Maryland Stadium Authority (“MSA”) to administer a comprehensive facility analysis (“Analysis”) of The France-Merrick Performing Arts Center (“Facility”) in Baltimore, Maryland.

The Analysis is to include a Property Condition Assessment (“PCA”) and corresponding Property Condition Report (“PCR”) in accordance with ASTM E 2018-15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process, and as supplemented in this Request for Proposal (“RFP”).

Through this solicitation, MSA is seeking a highly qualified architectural and engineering firm (“AE”) to perform the Analysis as described in this RFP.

**1.2 Abbreviations and Definitions**

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

- a. AE (or “Consultant”) – The team of architects, engineers, and other professional firms required and assembled by the Offeror to perform the planning, design and contract administration services associated with this project.
- b. 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 G**.
- c. Client – Hippodrome Foundation, Inc.
- d. COMAR – Code of Maryland Regulations (available at <https://dsd.maryland.gov/Pages/default.aspx>).
- e. Construction Manager (“CM”) – A firm providing construction management services that include, but are not limited to: design and constructability reviews, project phasing, scheduling, value engineering, cost estimating and analysis, scope definition, bid packaging, and bid preparation, with the intent to deliver the construction of the project.
- 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. For the purpose of this RFP the terms Contract Administrator and Contract Manager are used interchangeably.

- h. eMMA – eMaryland Marketplace Advantage (available at <https://emma.maryland.gov>).
- i. Facility – The France-Merrick Performing Arts Center at 12 N Eutaw St, Baltimore, MD 21201.
- j. Key Personnel – All personnel identified in the solicitation and the Offeror’s Proposal that are essential to the work being performed under the Contract.
- k. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland.
- l. MBE – Minority Business Enterprise certified by the Maryland Department of Transportation (“MDOT”).
- m. MSA – Maryland Stadium Authority (available at <https://mdstad.com/>).
- n. MSA Business Hours – 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays or State closures.
- o. 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.).
- p. 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.
- q. 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.
- r. Personnel – All Personnel, including Key Personnel, and any subcontractor personnel, proposed by the Offeror to perform any tasks assigned per this RFP.
- s. Physical Deficiencies – The presence of conspicuous defects and material systems, components, or equipment as observed during completion of the PCA. It specifically excludes deficiencies that may be remedied with routine maintenance, miscellaneous minor repairs, normal operating maintenance, etc., and excludes di minimis conditions that generally do not present material physical deficiencies of the subject property
- t. Procurement Officer (“PO”) – The MSA representative responsible for this RFP.
- u. 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.

- v. Project Team - The Maryland Stadium Authority, the Client, the architect, engineers, construction manager, general contractor, subcontractors, and any other entity the MSA may engage to participate on a project.
- w. Property Condition Assessment (“PCA”) – The process by which a person or entity observes a property, interviews sources, and reviews available documentation for the purpose of developing an opinion and preparing a PCR.
- x. Property Condition Report (“PCR”) – A written report, prepared in accordance with the recommendations contained in the ASTM E2018-15 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process, documenting the observations and opinions developed during completion of the assessment.
- y. 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.
- z. Proposal Closing Date and Time – as identified in the Key Information Summary Sheet of the RFP, as amended.
- aa. Request for Proposals (“RFP”) – This procurement solicitation, as amended.
- bb. Selection Committee – The persons evaluating the Proposals, and recommending to the Procurement Officer which Offeror to select as the apparent awardee.
- cc. State – The State of Maryland.
- dd. Walk-Through Survey – Visual observation of the facility to obtain information on material systems and components.

### **1.3 Agreement Type**

The agreement that results from this RFP will include a fixed fee for professional services, a not-to-exceed allowance for certain reimbursable expenses, and a contingency amount to be used by MSA in its sole discretion.

### **1.4 Agreement Duration**

Services resulting from this solicitation are anticipated to commence immediately upon award. The term of the Agreement will be for period necessary to complete the scope of services, but not to exceed one (1) year, or as agreed upon by MSA and the Consultant.

### **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 Contract and Project Manager**

The Contract and Project Manager is:

Malaika Damon  
Maryland Stadium Authority  
351 West Camden Street, Suite 300  
Baltimore, Maryland 21201

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

## **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 Euna Procurement**

Euna Procurement (“Euna”), formerly known as Bonfire, is the electronic procurement system used by MSA.

Any transaction, submission, or communication, unless otherwise directed by the Procurement Officer, shall be facilitated electronically via Euna. You can register at: <https://mdstad.bonfirehub.com/>.

**Warning:** Offerors will not be able to receive or respond to communications related to this RFP if their designated points of contacts for this RFP do not have an individual account. It is the Offeror’s responsibility to make sure that communication can be conducted in a timely manner. Offerors are responsible for logging into Euna periodically to check for updates.

## **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 Site-Visit**

A Site Visit will take place on the date and time indicated on the Key Information Summary Sheet. Please click on the registration link provided in the Key Information Summary Sheet for details regarding the Site-Visit and to RSVP to the event.

## **1.10 Questions**

Questions regarding this RFP shall be submitted electronically via the e-procurement platform Euna 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.

The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on MSA unless it issues an amendment to the solicitation in writing.

## **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 Euna 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 in-person oral presentations to the Selection Committee. Oral Presentations are to be held on the date(s) indicated on the Key Information Summary Sheet.

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 services.

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

## **1.13 Affidavits**

### **1.13.1 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.

### **1.13.2 Conflict of Interest Affidavit**

A completed Conflict of Interest Affidavit must accompany the Proposal submitted by an Offeror. By submitting a Conflict of Interest Affidavit and Disclosure, the Consultant shall be construed as certifying all Personnel and subcontractors are

also without a conflict of interest. A copy of this Affidavit is included as **Attachment B** of this RFP.

### **1.13.3 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.

### **1.14 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.

### **1.15 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 City. 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 Consultant 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 G** Sample Contract).
12. The Offeror is advised that liquidated damages will apply in the event the Consultant 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 City 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**

1. The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by MSA under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. Offerors are advised to read carefully the requirements set forth in Section 4.2 a) herein regarding identification of confidential or proprietary information. (See also RFP Section 1.31 "Confidentiality").
2. 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.
3. 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 must be disclosed.

### **1.24 Offeror Responsibilities**

1. The Offerors shall be able to provide all goods and services required by this RFP, and the successful Offeror shall be responsible for Agreement performance including any subcontractor participation.
2. All subcontractors must be identified, and a complete description of their roles relative to the Proposal must be included in the Offeror's Proposal. If

applicable, subcontractors utilized in meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see Section 1.20 “Minority Business Enterprise”).

3. If an Offeror is the subsidiary of another entity, all information submitted by the Offeror including but not limited to references and financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet the minimum qualifications, if any, shall pertain exclusively to the Offeror unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror’s Proposal shall contain an explicit statement, signed by an authorized representative of the parent entity, stating that the parent entity will guarantee the performance of the subsidiary.
4. A performance guarantee by a parent entity of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror’s experience and qualifications. Instead, the Offeror will be evaluated on the extent to which MSA determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Agreement, and the value of the parent’s participation as determined by MSA.

### **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 City to use such item.
2. The Consultant will defend or settle, at its own expense, any claim or suit against MSA and the City 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 City 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 City: (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 City 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 City 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 City 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, \$200,000 or more, shall, within 30 days after the aggregate value of these contracts, leases or other agreements reaches \$200,000, 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 City have committed to certain environmental standards. 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

1. Is lawfully in the public domain;
2. Has been independently developed by the other party without violation of the Contract;
3. Was already in the possession of such party;
4. Was supplied to such party by a third-party lawfully in possession thereof and legally permitted to further disclose the information; or
5. Such party is required to disclose by law.

Information that is claimed to be confidential shall be clearly identified. Unless there is a compelling case, an entire proposal shall not be labeled confidential; only those portions that can reasonably be shown to be proprietary or confidential should be so labeled.

### **1.32 Loss of Data**

In the event of loss of any MSA, City, 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 subcontractors 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 subcontractor 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 subcontractors to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

### **1.35 Contingent Fee Prohibition**

The Consultant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency working for the Consultant, to solicit or secure 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.

### **1.36 Political Contribution Disclosure**

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

### **1.37 Verification of Registration and Tax Payment**

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, 700 E. Pratt St. Suite 2700, Baltimore, MD 21202-6377. 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 Offeror, including joint ventures, must be able to provide a Certificate of Good Standing from the Maryland State Department of Assessments and Taxation.

### **1.38 Certified Payrolls**

The Consultant shall be responsible for submission of Certified Payroll Reports to MSA within five (5) business days of the end of each payroll period.

### **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 workflow automation features that improve the project reporting process. This system will monitor contract compliance for all Program contracts. The prime contractor, its second-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 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 award.

### **1.40 Project Management Information System**

The Consultant may be requested to use the ProjectTeam Capital Program Management Software ("ProjectTeam") for the management of financial, document, collaboration, schedule, and field data.

The Consultant may access the ProjectTeam System via internet. Any hardware, internet connectivity, and/or software required to access the internet shall be furnished by the Consultant. In this case, the Consultant must agree to the ProjectTeam Master Services Agreement (<https://www.projectteam.com/legal/terms>).

Credentials for the ProjectTeam can be made available to each and every one of the Consultant's relevant project team members throughout the Consultant's active participation on the project at no cost to the Consultant. Training specific to MSA's use and configuration of the ProjectTeam System, along with associated training materials, shall be furnished to the Consultant by MSA or its designee.

MSA shall retain ownership of all data entered into ProjectTeam.

### **1.41 Maryland Law**

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

### **1.42 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.

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.

#### **1.43 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.

#### **1.44 Multiple Proposals**

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

## **SECTION 2**

### **QUALIFICATIONS AND EXPERIENCE**

The Offeror may add cross-references to projects that address multiple of the items listed below.

#### **2.1 Offeror Minimum Qualifications**

**Note:** Offeror's Proposals that fail to respond to all requirements of this Section may be deemed not reasonably susceptible of being selected for award.

The Offeror must document in its Proposal that it satisfies the following Minimum Qualifications:

1. The Offeror shall be licensed and accredited to operate in the State of Maryland. Provide a copy of the license.
2. The Offeror shall have been in business for at least five (5) years.
3. The Offer shall have a team of registered professional architects, engineers, and associated professional consultants. Provide copies of the certificates. See Section 3.4 for further information.
4. The Offeror shall demonstrate its ability to meet the insurance as required by Section 3.5 of the RFP by providing:
  - A. A copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date and time; or
  - B. A statement from the Offeror's insurance carrier, on the carrier's letterhead, indicating the Offeror's ability to comply with the requirements set forth in this RFP.

#### **2.2 Other Offeror Qualifications**

See **Attachment K, Section F** for further information. With its technical Proposal, the Offeror shall provide at least four (4) project samples, that the Offeror has completed in the last ten (10) years, and that collectively attest to a minimum of five (5) years of experience:

1. In providing design related to the complex renovations or constructions of structures located in compact urban settings.
2. With the renovation, restoration, and preservation of historic theaters or performing arts venues.
3. In innovative design methods to meet the project goals of maintaining the full operation of all surrounding buildings during construction, e.g., maintaining/improving building efficiencies, on-time delivery, cost containment, and value engineering strategies.

For each sample project, Offeror shall provide at a minimum the:

- A. Project Title and Location;
- B. Owner, and Owner Reference;
- C. Gross Square Footage;
- D. Project Construction Value;
- E. Contract Amount – Initial and Final Value (if available);
- F. Dates of Performance – Start and Completion;
- G. Description of the Offeror’s involvement in the project; and
- H. Description of how this project relates to the above-stated qualifications and experience.

### **2.3 Key Personnel Experience**

See Section 3.4.1 for the list of identified key Personnel. All Key Personnel must have experience in providing the services described in Section 3.3.2.B.a., items #1 through #13.

## **SECTION 3**

### **RESPONSIBILITIES**

#### **3.1 Purpose**

The primary purpose of the Analysis is to assist the Client in planning for short-term and long-term improvements and enhancements of the Facility.

#### **3.2 Restrictions**

Where MSA has engaged the Consultant to perform any Facility Assessment Services for the Project, the Consultant is prohibited from working with or for any other party related to that particular Project, in any capacity.

#### **3.3 Scope of Services**

The Analysis is to include a Property Condition Assessment (PCA) and corresponding Property Condition Report (PCR) in accordance with ASTM E 2018-15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process.

##### **3.3.1 General Administration and Coordination**

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

- A. The Consultant shall, at all times, work collaboratively with MSA and the Project Team, as well as, all regulatory agencies throughout the life of the Project.
- B. Provide adequate staff to coordinate and support the project.
- C. Attend kickoff and periodic milestone meetings as required.
- D. Perform field visits and activities, as required, to become thoroughly familiar with the site and conditions surrounding the site, as well as, document the conditions observed on the site.
- E. The Consultant shall attend Project meetings and present information as requested. Consultant shall be responsible for providing all labor, equipment, material and consumables necessary for the production of the Services.
- F. Offeror shall assist with writing technical requirements for RFP.
- G. All work completed will be subject to inspection and approval by MSA. MSA and MSA Authorized Representative solely determine acceptable quality. MSA reserves the right to reject and refuse acceptance of work, which is not in accordance with the instructions, specifications, drawings, data or quality standards of same. Rejected work shall be at the expense of the Consultant.

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

### **3.3.2 Property Condition Assessment (PCA)**

- A. Documentation Review and Interviews
- B. Walk-Through Survey
  - a. Site
    - 1) Structural Frame and Building Envelope
    - 2) Roofing (Test for hot spots, leaking, etc.)
    - 3) Plumbing
    - 4) Heating
    - 5) Air Conditioning and Ventilation
    - 6) Electrical (Energy/Utility Analysis)
    - 7) Vertical Transportation
    - 8) Life Safety/Fire Protection
    - 9) Interior Elements
      - A) Analysis of Structural Décor and Finishes
      - B) Optimization of Public/Community Spaces
      - C) Theatrical Lighting (Dimming and Circuit Systems)
    - 10) Acoustic or Insulating Characteristics of Systems or Components
      - A) Theatrical Sound Installation
      - B) Public Announcement System
    - 11) Theater Seating
    - 12) Seating Analysis (Capacity and Sightlines)
    - 13) ADA Requirements
- C. Preparation of Opinions of Costs to Remedy Physical Deficiencies
- D. Property Condition Report

### **3.3.3 Property Condition Report (PCR)**

- A. Writing Protocols
  - a. Suggested Remedy
  - b. Significance of Physical Deficiency
  - c. Disclosure of Information Source
  - d. Representative Description and Observed Conditions

- B. Documentation
- C. Credentials
- D. Executive Summary
- E. Purpose and Scope
- F. Walk-Through Survey
- G. Document Reviews and Interviews
- H. Additional Considerations
- I. Opinions of Costs
- J. Qualifications
- K. Limiting Conditions
- L. Exhibits

#### **3.3.4 Process**

- A. The Consultant shall conduct, and manage the Analysis.
- B. The Consultant shall work with MSA, and the Client as directed, to plan, schedule and coordinate building access, meeting and interviews with key stakeholders identified by MSA and the Client. The Consultant will meet with the Client as many times as the parties deem necessary for the Consultant to conduct the Analysis. This may include, by way of example, and not limitation; individual meetings, walk-throughs of the Facility, observing space while in use, etc.
- C. The Consultant shall conduct a kick-off meeting with MSA and the Client within 7 days of receiving a Notice to Proceed.
- D. The Consultant, in coordination with MSA and the Client, may develop a survey, questionnaire, or other written information-gathering tool to aid in the Analysis.
- E. The Consultant shall become familiar with the types of spaces typically included in buildings with similar uses and occupancy.
- F. The Consultant shall provide preliminary reports and updates on the progress of the Analysis, as requested by MSA.
- G. The Consultant shall provide a copy of the initial draft of the Analysis, and present its findings to MSA, the Client, and other key stakeholders as, requested by MSA and the Client.

#### **3.3.5 Scheduling**

The Consultant shall prepare, and periodically update a master project schedule that tracks and monitors the progress of the Analysis, and identifies milestones and critical decision points required by the Project Team.

### **3.3.6 Cost Estimating**

The Consultant shall provide cost-estimating services to produce a cost estimate associated with the work identified in the Analysis.

## **3.4 Personnel**

Offeror must document in its Proposal that the proposed Personnel satisfies the required experience and certifications. See the Architect-Engineer Qualifications SF330 (**Attachment K**) for further information. At a minimum, Offeror shall provide resumes that include:

1. Employment history, including:
  - A. Dates; and
  - B. Titles.
2. A list of completed projects in which the Personnel previously served in a similar capacity, to include:
  - A. Project descriptions;
  - B. Cost of work;
  - C. Commencement and completion dates; and
  - D. Description of the proposed personnel's role.
3. A current copy of all required certificates or licenses.

### **3.4.1 Key Personnel**

The following positions will be considered Key Personnel:

- A. Project Executive;
- B. Project Manager;
- C. Project Designer;
- D. Cost Estimator;
- E. Field Observer; and
- F. PCR Reviewer.

### **3.4.2 Maintain Certifications**

Any Personnel provided under this RFP shall maintain in good standing any required professional certifications for the duration of the Contract.

### **3.4.3 Substitutions**

- A. Personnel shall be available to perform services as of the NTP Date under this RFP.
- B. Key Personnel may not be removed by the Consultant from working under the Contract without the prior written approval of the Contract Monitor.

- C. In the event of Key Personnel substitutions:
  - a. The Consultant shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute has qualifications at least equal to those of the Personnel proposed to be replaced.
  - b. The Consultant shall provide the Contract Monitor with a substitution request that shall include:
    - 1) A detailed explanation of the reason(s) for the substitution request;
    - 2) The resume of the proposed substitute, signed by the substituting individual;
    - 3) The official resume of the current personnel (for comparison purposes); and
    - 4) Evidence of any required credentials.
  - c. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
  - d. The Contract Monitor will not unreasonably withhold approval of a proposed Personnel replacement, and will notify the Consultant in writing of:
    - 1) The acceptance or denial; or
    - 2) Contingent or temporary approval for a specified time limit, of the requested substitution.

### **3.5 Insurance Requirements**

Upon Contract award, the insurance requirements are as follows:

#### **3.5.1 Commercial General Liability Insurance**

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

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

MSA, State of Maryland, City of Baltimore, City and the Department shall have coverage for liability arising out of the Consultant's ongoing and completed operations performed for MSA, City of Baltimore, the City, or the Department.

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

### **3.5.2 Automobile Liability**

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

- A. Minimum \$1,000,000 combined single limit on coverage.
- B. The BAL insurance policy shall include waivers of subrogation in favor of MSA, City of Baltimore, the City, and the Department.

- C. The BAL insurance policy shall name MSA, State of Maryland, City of Baltimore, the City, and the Department as Additional Insureds.
- D. If a Project encroaches within fifty (50) feet of the centerline of a railroad, the BAL insurance policy shall include ISO Endorsement CA-20-70 or its equivalent prior to the Consultant beginning any work on such Project.

### **3.5.3 Workers Compensation and Employers Liability**

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

- A. The Consultant shall provide Workers Compensation coverage for all employees and require that its subcontractors provide Workers Compensation coverage for all their employees in accordance with the statutory requirements of the jurisdiction in which the work is being performed.
- B. The policy shall provide for both Workers Compensation coverage ("Part A") and Employers Liability coverage ("Part B").
- C. The minimum limits of coverage for Part A (Workers Compensation) shall be in accordance with the statutory requirements of the jurisdiction in which the work is being performed. The minimum limits of coverage for Part B (Employers Liability) shall be \$1,000,000 for each accident, \$1,000,000 for each employee, and a \$1,000,000 aggregate policy limit for disease.
- D. Part B (Employers Liability) of such insurance policy shall include waivers of subrogation in favor of MSA, State of Maryland, City of Baltimore, the City, and the Department. These parties shall also be named as Additional Insureds with respect to Part B.

### **3.5.4 Excess Liability / Umbrella Liability**

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

- A. Unless otherwise specified by the Procurement Officer, the required minimum coverage limits for such insurance is \$1,000,000 per occurrence.
- B. MSA, State of Maryland, City of Baltimore, the City, and the Department shall be named as Additional Insureds with respect to such excess/umbrella liability insurance.

- C. The excess/umbrella liability insurance policy shall include waivers of subrogation in favor of MSA, State of Maryland, City of Baltimore, the City, and the Department.
- D. The excess/umbrella liability insurance shall be primary and noncontributory with respect to the coverage afforded to MSA, State of Maryland, City of Baltimore, the City, and the Department.

### **3.5.5 Additional insurance requirements**

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

purchase an Extended Reporting Coverage (Tail) to cover the exposures past the cancellation, termination, or expiration date, as applicable.

## **SECTION 4**

### **PROPOSAL SUBMISSION AND REQUIREMENTS**

#### **4.1 General Requirements**

Proposals shall be prepared simply and economically, and provide a straightforward and concise description of the Offeror's Proposal to meet the requirements of this RFP.

##### **4.1.1 Instructions for Submission of Proposals**

Offerors shall upload the technical and financial Proposals through the e procurement platform Euna no later than the Proposal Closing Date and Time indicated in the Key Information Summary Sheet, as amended. Late submissions will not be accepted. Offerors shall allow sufficient electronic transmission time to ensure timely receipt of their proposal. Proposals will not be opened publicly.

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

##### **4.1.2 Formatting of Proposals**

Offers shall compile each Proposal Volume into one document. Each Proposal Volume shall be a machine-readable and searchable PDF-file.

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

#### **4.2 Volume I – Technical Proposal**

Offerors shall submit technical Proposals labeled "OfferorName - AE-FMPAC - TP". The Technical Proposal shall provide the required information in the exact order listed, and using the headings indicated.

##### **4.2.1 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.

##### **4.2.2 Title Page and Table of Contents**

The technical Proposal shall begin with a title page bearing the title of this RFP, the Offeror's legal name as registered with SDAT, and if applicable any d/b/a; and the Offeror's address. A table of contents for the Proposal shall follow the title page.

### 4.2.3 Executive Summary

The Offeror shall condense and highlight the contents of the technical Proposal. Additionally, the Executive Summary shall:

- A. Identify any joint ventures. If an Offeror does not propose as part of a joint venture, the Executive Summary shall so state.
- B. Include a section detailing information claimed to be confidential. See Section 1.31 for additional information.
- C. 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 1.42 for additional information.
- D. Acknowledge the receipt of any and all addenda associated with this RFP;
- E. 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.

### 4.2.4 Offeror Experience and Qualifications

See Section **Error! Reference source not found.** and **Error! Reference source not found.** for further information. Offerors shall address the following:

- A. Description of Offeror's familiarity and knowledge of local standards, laws, building codes, and conditions applicable to the Scope of Services.
- B. An overview of the Offeror's experience and qualifications.
- C. A narrative providing an overview of the Sample Projects, accompanied by the **Attachment K, Section F**; and
- D. Include a completed Prime Contractor List of Subcontractors Anticipated to Use During Contract (**Attachment J**).

### 4.2.5 Personnel Experience and Qualifications

See Section **Error! Reference source not found.** and 3.4 for further information. Offerors shall:

- A. Provide an Organization Chart, highlighting all proposed Personnel, and clearly identifying the team member(s) that will attend design meetings and serve as the day-to-day contact for the proposed team;
- B. Provide a Staffing Plan (**Attachment K, Section D and Section G**), listing all proposed Personnel directly involved with the Analysis, and that shows the minimum percentage of time that each Personnel will dedicate to the Project;
- C. Provide resumes, accompanied by **Attachment K, Section E**; and

- D. Include a completed Capacity Summary Sheet listing all proposed Personnel (**Attachment E**).

#### **4.2.6 Work Plan**

Section 2 and Section 3 of this RFP provide Offerors with information on the desired outcome of this solicitation.

##### **A. Schedule**

Provide a high-level schedule that graphically shows the Offeror's proposed sequence of activities and durations required to complete the Analysis effort identified in Sections 3.3 of the RFP.

##### **B. Approach**

Provide a descriptive summary of the Offeror's approach to the items below. Provide this information in the exact order listed and using the headings indicated. This information shall clearly demonstrate what the Offeror has done in the past or what is being proposed for this Project.

- a. Property Condition Assessment: Describe the process by which the Offeror will manage and produce the PCA, scheduling, and cost estimating services outlined in Section 3. As part of the narrative, describe the Offeror's approach to working collaboratively with the Project Team to complete the work. Highlight any unique skills or abilities that the Offeror will provide in the execution of the work.
- b. Property Condition Report: Describe the process by which the Offeror will assemble and organize the PCR. As part of the narrative, describe the Offeror's approach to working collaboratively with the Project Team to complete the work. Highlight any unique skills or abilities that the Offeror will provide in the execution of the work.

#### **4.2.7 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 Corporate Profile (**Attachment H**).
- E. Proof of insurance certifying the Offeror's ability to comply with the insurance requirements as set forth in this RFP.

### **4.3 Volume II – Financial Proposal**

Offerors shall submit financial Proposals that require a password to be opened, are protected against editing, and labeled “OfferorName - AE-FMPAC - 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 F**. 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 Selection Procedure**

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

Prior to award of a Contract, 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.

MSA may hold discussions with any or all Offerors determined to be 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.

##### **5.1.1 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.

##### **5.1.2 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.

##### **5.1.3 Step 3 – Short-list and Oral Presentations**

Short-listed Offerors may be asked to attend an Oral Presentation. Offerors that are not short-listed will be notified that they are not reasonably susceptible of being selected for award.

##### **5.1.4 Step 4 – 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.

#### **5.1.5 Step 5 – Review of Financial Proposals**

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

#### **5.1.6 Step 6 – 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.

### **5.2 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.

#### **5.2.1 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, sub-contractors, and the Personnel;
- C. References of Offeror;
- D. Work Capacity of Offeror, proposed sub-contractors, and Key Personnel;
- E. Overall Quality of Submission;
- F. Oral Presentations, if any; and
- G. Proposed Contract exceptions, if any.

#### **5.2.2 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.

### **5.3 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.

#### **5.4 Award Determination**

Upon the Procurement Officer's and Selection Committee's completion of all evaluations, discussions, 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 via the e-procurement platform Euna.

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	Capacity Summary Sheet
Attachment F	Financial Proposal Forms ( <i>via addendum</i> )
Attachment G	Sample Agreement ( <i>via addendum</i> )
Attachment H	Corporate Profile
Attachment I	MBE Searches
Attachment J	Prime Contractor's List of ALL Subcontractors
Attachment K	Architect-Engineer Qualifications SF330