



Maryland Stadium Authority

**Request for Proposals
On-Call Staff Augmentation Services
Master Contract 2025**

Issue Date: September 11, 2025

NOTICE

Minority Business Enterprises are encouraged to respond to this Request for Proposal. Please refer to Section 1.21 of this RFP for information regarding the MBE submission and compliance requirements.

KEY INFORMATION SUMMARY SHEET

Maryland Stadium Authority

Request for Proposals On-Call Staff Augmentation Services Master Contract 2025

RFP Issue Date:	September 11, 2025
Procurement Officer:	Paige Stinnett Maryland Stadium Authority 351 West Camden Street, Suite 300 Baltimore, Maryland 21201 Phone: (443) 286-1630 E-mail: pstinnett@mdstad.com
Procurement Method:	Competitive Sealed Proposals
MBE Participation Goal:	10% overall, no subgoals
Pre-Proposal Conference:	September 18, 2025, at 10:00 a.m., Local Time Registration link: https://us02web.zoom.us/j/GBuaZXQiqdX8olDd-Gcw#/registration
Questions Due Date and Time:	September 19, 2025, at 1:00 p.m., Local Time
Proposal Closing Date and Time:	October 2 , 2025, at 1:00 p.m., Local Time
Project Location:	Various Project Locations throughout the State of Maryland

TABLE OF CONTENTS

KEY INFORMATION SUMMARY SHEET

TABLE OF CONTENTS

SECTION 1 GENERAL INFORMATION

SECTION 2 QUALIFICATIONS

SECTION 3 PURPOSE AND SCOPE OF WORK

SECTION 4 PROPOSAL SUBMISSION AND REQUIREMENTS

SECTION 5 EVALUATION CRITERIA AND SELECTION PROCEDURE

ATTACHMENTS

SECTION 1

GENERAL INFORMATION

1.1 Summary Statement

The Maryland Stadium Authority (“MSA”) is requesting proposals from qualified Offeror(s) to select an On-Call Staff Augmentation Services firm to provide professional services on an as needed basis, as established in Section 3 of this RFP. This RFP will be the basis for selecting a Staff Augmentation firm that will be issued project-specific Task Orders.

Project assignments may take place at the Camden Yards Sports Complex (CYSC) in Baltimore, MD or at other locations throughout the State of Maryland as needed by MSA. Travel time will not be reimbursed within a fifty (50) mile radius of the CYSC. Outside of that range, travel reimbursements may be reimbursed as approved in advance and in accordance with State of Maryland travel reimbursement policies.

1.2 Abbreviations and Definitions

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

- a. Agreement – The written Contract 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 F**.
- b. Client- State, Local or Private entity that has engaged MSA to perform work on a specific project(s).
- c. COMAR – Code of Maryland Regulations (available at <https://dsd.maryland.gov/Pages/default.aspx>).
- d. Contract – see Agreement.
- e. 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 assisting 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.
- f. Consultant – The Offeror selected under this RFP.
- g. eMMA – eMaryland Marketplace Advantage (available at <https://emma.maryland.gov>).

- h. Key Personnel – All Consultant Personnel identified in the solicitation and the Offeror’s Proposal that are essential to the work being performed under the Contract.
- i. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland.
- j. MBE – Minority Business Enterprise certified by the Maryland Department of Transportation (“MDOT”).
- k. MSA – Maryland Stadium Authority (available at <https://mdstad.com/>).
- l. MSA Business Hours – 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays or State closures.
- m. 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.).
- n. 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.
- o. 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.
- p. Personnel - All Personnel, including Key Personnel, proposed by the Offeror to perform any task orders assigned per this RFP.
- q. Procurement Officer (“PO”) – The MSA representative responsible for this RFP.
- r. 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 be responsible for project-specific activities, and to whom invoices will be submitted.
- s. 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.
- t. Proposal Closing Date and Time – as identified in the Key Information Summary Sheet of the RFP or as amended via addendum.
- u. Request for Proposals (“RFP”) – This procurement solicitation, as amended.
- v. Selection Committee – The persons evaluating the Proposals, and recommending to the Procurement Officer which Offeror to select as the apparent awardee.
- w. State – The State of Maryland.
- x. Task Orders – Work assignments issued under this Contract by the Task Order Administrator, and authorized by the Procurement Officer. Task Orders are

performed under the general scope of services of this RFP, which are defined in advance of Consultant fulfillment, and may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Task Order.

1.3 Agreement Type

The Agreement that results from this RFP will be an Indefinite Quantity Master Contract with a single award. An award does not guarantee that a Consultant will be assigned any task orders under the Contract.

Task Orders will be issued under the Agreement, including a fixed fee or not-to-exceed amount for professional services, and an Owner's contingency. The Owner's contingency will be used at the Owner's 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 three (3) years, with two (2) one-year renewal options.

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.

Prior to contract award, MSA may change the Procurement Officer at any time and will provide written notice to all potential Offerors. After Contract Award, MSA may change the Procurement Officer at any time by written notice to the selected Consultants.

1.6 Contract, and Project Manager

The Project Manager is:

TBD at the Time of Assignment
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 selected Consultants.

1.7 Task Order Administrator

The Task Order Administrator is:

Jennifer Gibbs-Keith
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201

Prior to contract award, MSA may change the Task Order Administrator at any time and will provide written notice to all potential Offerors. After Contract Award, MSA may change the Task Order Administrator at any time by written notice to the selected Consultants.

1.8 E-Procurement Platforms

1.8.1 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.

1.8.2 Euna Procurement (former Bonfire)

Euna Procurement (“Euna”) is the electronic procurement system for the Maryland Stadium Authority.

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.

1.9 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.

1.10 Reserved

1.11 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.

1.12 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.

1.13 Reserved

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. By submitting a Conflict of Interest Affidavit and Disclosure, the Consultant shall be construed as certifying all Consultant Personnel and subconsultants are also without a conflict of interest. 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 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.

1.16 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.

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 Minority Business Enterprise

Minority Business Enterprises are encouraged to respond to this solicitation.

1. An overall MBE subconsultant 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 subconsultants 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 subconsultants 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 subconsultant 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 subconsultants 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 subconsultant 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 subconsultant'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 Subconsultant/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-consultant 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 subconsultant 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 F** Sample Agreement).
 - 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.

1.22 Incurred Expenses; Economy of Preparation

MSA 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.

1.23 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.

1.24 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 1.32 "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.

1.25 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 subconsultant participation.
2. All subconsultants must be identified, and a complete description of their roles relative to the Proposal must be included in the Offeror's Proposal. If applicable, subconsultants 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 1.21 "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.

1.26 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 project partners) to use such item.
2. The Consultant will defend or settle, at its own expense, any claim or suit against MSA (and project partners) 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 project partners) 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 project partners: (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 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.

1.27 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 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.

1.28 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.

1.29 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.

1.30 Sustainability Policies

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

1.31 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.

1.32 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.

1.33 Loss of Data

In the event of loss of any MSA, project partner, 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.

1.34 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.

1.35 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.

1.36 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, 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 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 Reserved

1.40 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 consultant, its second-tier subconsultants, and all MBE participation subconsultants awarded contracts will be required to use the web-based system to submit project information including, but not limited to, certification of payments made and received and certified payroll records (if the contract includes prevailing wage and/or workforce development requirements). MSA may require additional information related to the contract to be provided electronically through the system at any time before, during, or after award.

1.41 Project Management Information System

The Consultant(s) 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 and its subconsultants are required to access the ProjectTeam System via internet. Any hardware, internet connectivity, and/or software required to access the internet shall be furnished by the Consultant. Consultant and its subconsultants 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.

1.42 Maryland Law

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

1.43 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 as not reasonably susceptible of being selected for award.

1.44 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.

1.45 Multiple Proposals

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

1.46 Background Check

The Consultant may be subject to background/security checks based on the work requirements and shall obtain (at its own expense) and shall provide the Contract Monitor with a Maryland State Police and/or FBI background check on any personnel prior to assignment. The Consultant shall not propose or assign an individual that has a criminal record unless prior written approval is obtained from MSA. Background checks shall be conducted once at hire and annually thereafter during the period of Contract performance. Results shall be provided to MSA for any individuals that are assigned to this Contract.

1.47 Additional Security Requirements

The following requirements are applicable to the Contract:

1.47.1 Employee Identification

- A. Personnel shall display his or her company ID badge in a visible location at all times while on MSA premises. Upon request of authorized MSA personnel, each Personnel shall provide additional photo identification.
- B. Personnel shall cooperate with MSA site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for MSA badge issuance.
- C. The Consultant shall remove any Personnel from working on the Contract where the MSA determines, in its sole discretion, that Personnel has not adhered to the Security requirements specified herein.
- D. The MSA reserves the right to request that the Consultant submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

1.47.2 On-Site Security Requirement(s)

- A. For the conditions noted below, Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
 - 1) Personnel may be subject to security checks when entering and leaving MSA building. The MSA reserves the right to require Personnel to be accompanied while in secured premises.
- B. Any Personnel who enters the premises of a facility under the jurisdiction of the MSA may be searched, fingerprinted (for the purpose of a criminal history background check), photographed, videotaped, and required to wear an identification card issued by the MSA.

C. Further, Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Personnel seeks access. The failure of any of the Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

1.48 Invoicing

Consultant shall submit detailed invoices, setting forth the name of the employee or subcontractor performing services, the date of such services, a full description of the services performed, the agreed upon rates charged for such services, and the hours or fractional hours expended if applicable. Each detailed invoice shall be sent in a standard billing format as directed by MSA.

SECTION 2

QUALIFICATIONS AND EXPERIENCE

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

2.1 Offeror Minimum Qualifications

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

1. The Offeror shall be registered and accredited to operate in the State of Maryland. Provide a copy of the certificate.
2. The Offeror shall have a minimum of five (5) years of experience in construction management and design consulting services.
3. The Offeror shall have the ability to meet the insurance requirements per Section 3.5 of the RFP.

2.2 Other Offeror Qualifications

The Offeror must document in its Proposal that it has sufficient experienced personnel available to simultaneously manage multiple projects in various stages;

2.3 Personnel Qualifications

See Section 3.33.3 for the list of identified Personnel. Offeror must document in its Proposal that the proposed Personnel satisfies the required experience and certifications.

SECTION 3

RESPONSIBILITIES

3.1 Purpose

This RFP will be the basis for selecting a Staff Augmentation firm that will be issued project-specific Task Orders for MSA.

The schedule for completion of task orders will be agreed upon by the MSA and successful offeror.

3.2 Scope of Services

The services sought under this RFP are outlined below and are to be performed in accordance with the requirements of the RFP, and any other Contract Document. Consultant shall:

1. Provide construction management and design staff augmentation support on an as needed basis. Upon award of any Contract that result from this solicitation, MSA may select one or more of the proposed personnel to MSA project(s) at the rates proposed by the successful offeror for the proposed category. The positions identified below are anticipated to be utilized under this Contract:
 - A. Project Manager
 - B. Assistant Project Manager
 - C. Superintendent
 - D. Structural Engineer
 - E. Civil Engineer
 - F. Architectural Engineer
 - G. Geotechnical Engineer
 - H. Electrical Engineer
 - I. Mechanical / Plumbing Engineer
 - J. Other administrative, compliance or procurement staff, as needed.

Specific tasks will be identified on a project by project basis.

3.3 Personnel

3.3.1 Key Personnel

The following positions will be considered Key Personnel, and shall meet the qualifications stated for each role.

- A. Project Executive:

- a. Shall have a minimum of five (5) years of experience serving in a similar capacity.
 - b. The Project Executive will serve as the primary point of contact for all contract related matters associated with the performance of services under the agreement.
- B. Project Manager(s):
 - a. Shall have a minimum of five (5) years of experience serving in a similar capacity.
 - b. Responsible for the overall, coordination, implementation, execution, control and completion of capital construction projects and programs ensuring consistency with agency strategy, commitments and goals. Plans, executes, and finalizes projects according to strict deadlines and within budget, which includes acquiring resources, supervising and coordinating the efforts of team members, and overseeing quality control throughout project completion.
- C. Assistant Project Manager(s)
 - a. Shall have a minimum of five (5) years of experience serving in a similar capacity.
 - b. Responsible for assisting in the coordination, implementation, execution, control and completion of projects ensuring consistency with agency strategy, commitments and goals. Aids in the planning, execution, and finalization of projects according to strict deadlines and within budget, which includes acquiring resources and assessing quality control throughout project completion.
- D. Superintendent(s)
 - a. Shall have a minimum of ten (10) years of experience serving in a similar capacity.
 - b. Responsible for the oversight of onsite operations as an agent of MSA ensuring consistency with agency strategy, commitments, and goals. Aids in the assessment of the project schedule, execution, and quality control throughout project completion.
- E. Structural Engineer
 - a. Provide a copy of the current license to practice in the State of Maryland.
 - b. Shall have a minimum of five (10) years of experience serving in a similar capacity.
 - c. Responsible for performing onsite inspections to analyze the stability of existing structures and provide recommendations for structural stabilization efforts. Analysis and recommendation could relate to stability of walls, joists and roofing repairs or replacements. In some

cases design recommendations for new demising walls may be required. The Structural Engineer may also be required to perform inspections of repairs to ensure that work is completed in accordance with recommendations

F. Civil Engineer

- a. Provide a copy of the current license to practice in the State of Maryland.
- b. Shall have a minimum of five (10) years of experience serving in a similar capacity.
- c. Responsible for providing analysis and recommendations for utility modifications, drainage solutions and site grading options to support positive drainage and site stabilization.

G. Architect

- a. Provide a copy of the current license to practice in the State of Maryland.
- b. Shall have a minimum of ten (10) years of experience serving in a similar capacity.
- c. Responsible for performing onsite inspections to analyze existing conditions and provide recommendations on an as needed basis.

H. Geotechnical Engineer

- a. Provide a copy of the current license to practice in the State of Maryland.
- b. Shall have a minimum of ten (10) years of experience serving in a similar capacity.
- c. Responsible for performing onsite inspections to analyze existing conditions and provide recommendations on an as needed basis.

I. Electrical Engineer

- a. Provide a copy of the current license to practice in the State of Maryland.
- b. Shall have a minimum of ten (10) years of experience serving in a similar capacity.
- c. Responsible for performing onsite inspections to analyze existing conditions and provide recommendations on an as needed basis.

J. Mechanical/Plumbing Engineer

- a. Provide a copy of the current license to practice in the State of Maryland.
- b. Shall have a minimum of ten (10) years of experience serving in a similar capacity.

- c. Responsible for performing onsite inspections to analyze existing conditions and provide recommendations on an as needed basis.

3.3.2 Maintain Certifications

Any Personnel offered in the technical proposal in response to this RFP shall maintain any required professional certifications for the duration of the Contract.

3.3.3 Substitutions

- A. Proposed Key Personnel and other personnel shall be available to perform services as of the NTP Date under this RFP, or any subsequent Task Order.
- B. Key Personnel may not be removed by the Consultant from working under the Contract without the prior written approval of the Project Manager.
- C. In the event of Key Personnel substitutions:
 - a. The Consultant shall demonstrate to the Project Manager'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 Project Manager 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 Project Manager 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 Project Manager will not unreasonably withhold approval of a proposed Consultant 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.
- D. The provisions of this section apply to Personnel identified in any Task Order proposal and agreement, if issued.

3.4 Task Orders

3.4.1 General Task Order provisions

- A. Actual services will be requested via a Task Order process. Work shall not begin in advance of a fully executed Task Order. Task Orders will be issued in accordance with the pre-approved fully loaded rates on the **Attachment E** Financial Proposal Forms for a fixed price contract.
- B. Proposed personnel on any type of Task Order shall be subject to MSA's prior approval. The Task Order Administrator and the Project Manager shall have the option to interview the proposed personnel and, shall notify the Consultant of acceptance or denial of the personnel.
- C. The Blanket Purchase Order ("BPO") issued as a result of this solicitation, and any subsequent amendments, modifications or options issued relevant to this solicitation or BPO, complies with all the terms, conditions and specifications issued with this solicitation and is incorporated in and made part of the Contract (see **Attachment F** Sample Agreement).

3.4.2 Task Order process

- A. Task Order Requests for the provision of services that are within the scope of this RFP will be issued via email from the Task Order Administrator to the Project Executive (and/or Designee) on record. The Task Order Request will include:
 - a. Technical requirements and description of the service needed, including but not limited to:
 - 1) General description of project (including physical location of job site);
 - 2) Staffing augmentation services required from the Consultant;
 - 3) Anticipated project schedule;
 - b. Due date and time for submitting a response to the request.
- B. The Consultant shall email a Task Order Response to the Project Manager and task order administrator within the specified time and include at a minimum:
 - a. A response that details the Consultant's understanding of the work;
 - b. A price to complete the Task Order Request using the format provided;
 - c. A description of proposed resources required to perform the requested tasks. This description shall include proposed subconsultants and key personnel, and related tasks;
 - d. An explanation of how tasks shall be completed, and a confirmation that the Consultant will meet the agreed upon schedule set forth in the Task Order Request;

- e. Consultant's expectations for State-furnished information, work site, and/or access to equipment, facilities, or personnel;
 - f. Resumes and required certifications,) for proposed personnel, including any subconsultant personnel, to complete the tasks, as requested by MSA; and
 - g. If required, Maryland State Police and/or FBI background check(s) on any personnel prior to assignment.
- C. The Task Order Administrator and the Project Manager will review the response and will confirm the proposed prices/rates and personnel are acceptable.
 - D. The Task Order Administrator may contact the Consultant to obtain additional information, clarification or revision to the Task Order, and will provide the Task Order to the Procurement Officer for a determination of compliance with the Contract, and a determination whether a change order is required and appropriate.
 - E. Written Procurement Officer approval is required before Task Order execution.
 - F. Performance of services under a Task Order shall commence consistent with an NTP issued by the Task Order Administrator or the Procurement Officer for such Task Order.

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, subconsultants, 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 and State of Maryland, 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 and State of Maryland) shall have coverage for liability arising out of the Consultant's ongoing and completed operations performed for MSA, The CGL insurance policy shall include waivers of subrogation in favor of MSA..

- D. The CGL insurance policy shall be primary and noncontributory with respect to the coverage afforded to MSA.
- E. The CGL insurance policy shall not contain any exclusion for: X, C, and/or U hazards; third party actions over claims; or punitive damages.
- F. The CGL insurance policy shall include Blanket Written Contractual Liability covering all contractual liabilities and indemnities assumed by the Consultant pursuant to the Contract.
- G. 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 subconsultants, 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, and Client.
- C. The BAL insurance policy shall name MSA, State of Maryland, and Client 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 subconsultants provide Workers Compensation coverage for all their employees in accordance with the statutory requirements of the jurisdiction in which the work is being performed.
- 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, and Client. 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, and Client 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, and Client.
- D. The excess/umbrella liability insurance shall be primary and noncontributory with respect to the coverage afforded to MSA, State of Maryland, and Client.

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, and Client 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 subconsultant, by any person employed by the Consultant or any subconsultant, 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, and Client, 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 should be prepared simply and economically and provide a straightforward and concise description of the Offeror's qualifications and ability 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.

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.

4.1.2 Formatting of Proposals

Offerors shall compile each Proposal Volume into one document. 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.

Each Proposal Volume shall be in a machine-readable and searchable PDF-file format. 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 "Offeror Name - On-Call Staff Augmentation Services- TP". The Technical Proposal shall follow the format provided below.

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. The Executive Summary shall:

- A. Identify joint ventures, if any.
- B. Include a section detailing information claimed to be confidential. See Section 1.32 "Confidentiality" 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 1.43 "Acceptance of Terms and Conditions" for additional instructions.
- 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

The Offeror shall provide an overview of the Offeror's experience in providing staff augmentation services. Offerors must include the Project Experience Form (**Attachment J**). See Section 2 of this RFP. Offeror shall:

- A. Provide information regarding the Offeror's experience, qualifications, and capabilities, including an overview of the Offeror's experience providing construction management and design consultation services;
- B. Provide three (3) examples of projects the Offeror has completed in the past five (5) years that are similar in scope to this RFP. If providing an On-Call Services contract as a project example, a list of the task orders completed under the Master Services Contract should be included within the project example. Each of the three examples must include a reference complete with the following:
 - 1) Project Title and Location;
 - 2) Name of the Organization for which work was performed and owner reference;
 - 3) Gross Square Footage
 - 4) Contract Amount – Initial and Final Value (if available);
 - 5) Project Construction Value;

- 6) Name, Title, Phone Number and Email for point of contact;
 - 7) Type and dates of services performed;
 - 8) Description of the Offeror's involvement in the project;
 - 9) Whether Offeror is still providing such services and, if not, an explanation to why it is no longer providing the services to the client organization.
- C. If providing an On-Call Services contract as a project example, a list of all task orders completed under the Master Services Agreement should be provided within the project example.
 - D. Clearly and accurately demonstrate the specialized knowledge and experience required for consideration for the on-call nature of this assignment;
 - E. Demonstrate the ability to provide services in accordance with the applicable codes and practices, including, without limitation, Maryland Department of the Environments and U.S. Environmental Protection Agency requirements;
 - F. Include a completed Prime Consultant's List of All Subconsultants (**Attachment I**).

4.2.5 Key Personnel Experience and Qualifications

The Offeror shall:

- A. Include Resumes for all proposed Key Personnel. With the exception of the Project Executive, MSA is requesting two resumes for each role identified in Section 3 of this RFP.

4.2.6 Work Plan

At a minimum Offeror shall provide a descriptive and Program-specific narrative of the Offeror's approach to the items outlined in Section 3 of this RFP. The Offeror shall clearly demonstrate its ability to provide qualified staffing resources on an as needed basis, and designate a main point of contact for daily communication. 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 Consultant shall be construed as certifying all Consultant Personnel and subconsultants 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 G**).
- E. Proof of insurance certifying the Offeror's ability to comply with the insurance requirements as set forth in this RFP. The Offeror shall demonstrate its ability to meet this requirement 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.

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 - On-Call Staff Augmentation Services-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 E**. 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 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.

5.1.4 Step 4 – Review of Financial Proposals

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

5.1.5 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.

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, subconsultants, and the Key Personnel;
- C. References of Offeror;
- D. Work Capacity of Offeror, proposed subconsultants, 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 consultants. 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	Financial Proposal Forms (to be issued via addendum)
Attachment F	Sample Agreement (to be issued to via addendum)
Attachment G	Corporate Profile
Attachment H	MBE Searches
Attachment I	Prime Contractor's List of ALL Sub consultants
Attachment J	Project Experience Form