



Maryland Stadium Authority

**Request for Proposals
On-Call Building Commissioning
Services**

Issue Date: February 9, 2026

NOTICE

Minority Business Enterprises (MBE) are encouraged to respond to this Request for Proposals.

KEY INFORMATION SUMMARY SHEET

Maryland Stadium Authority

**Request for Proposals
On-Call Building Commissioning
Services**

RFP Issue Date: February 9, 2026

Procurement Officer: Paige Sweitzer
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Phone: (443) 286-1630
E-mail: psweitzer@mdstad.com

Procurement Method: Competitive Sealed Proposals

MBE Participation Goal: 10% overall, no subgoals

Pre-Proposal Conference: February 17, 2026, at 1:30 p.m., Local Time
Registration link:
<https://uso2web.zoom.us/meeting/register/44MwR7b7Ru21UPPIGZBavA#/registration>

Questions Due Date and Time: February 19, 2026, at 1:00 p.m., Local Time

Proposal Closing Date and Time: March 2, 2026, at 1:00 p.m., Local Time

Project Location: Various Project Locations throughout the State of Maryland

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SECTION 1

GENERAL INFORMATION

1.1 Summary Statement

The Maryland Stadium Authority (“**MSA**”) is soliciting proposals from qualified contractors to provide on-call building commissioning services on an as needed basis as set forth in Section 3 herein.

1.2 Overview of MSA

MSA has a myriad of responsibilities for construction, maintenance, operations, demolition, feasibility studies, and more in connection with properties and projects that range from the 85+ acres that comprise the Camden Yards Sports Complex (“**CYSC**”) in Baltimore City; State-wide public school construction (“**School Projects**”); hazardous substance abatement, demolition and stabilization of vacant properties in Baltimore City in connection with the Baltimore Vacants Reinvestment Initiative (“**BVRI**”) (formerly, Project CORE); Pimlico Race Course and a separate year round training facility (together “**Racing Facilities**”); Sports Entertainment Facilities (“**Sports Entertainment Facilities**”) and the Prince George’s County Blue Line Corridor Facilities (“**Blue Line Facilities**”); MSA also has statutory authority for the Baltimore Convention Center, the Hippodrome Performing Arts Center, the Montgomery County Conference facility and the Ocean City Convention facility (collectively, “**Other Facilities**”); and projects undertaken pursuant to MSA’s statutory authority set forth in § 10-622 (“**§ 10-622 Projects**”) of the Economic Development Article of the Maryland Annotated Code. CYSC, School Projects, BVRI, Racing Facilities, Sports Entertainment Facilities, Blue Line Facilities, Other Facilities, and § 10-622 Projects are each a potential “**MSA Project**” and collectively “**MSA Projects**”. MSA Projects may be expanded to include new or revised responsibilities of MSA. The scope of work included in this RFP anticipates MSA requirements for building commissioning services in connection with some or all of the MSA Projects.

1.3 Abbreviations and Definitions

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

- a. Agreement or Contract – The written Contract attached to this RFP as **Attachment F**, by and between MSA and the selected Offeror.
- 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 Administrator (“CA” or “Contract Manager”) – The MSA representative for this Agreement that is primarily responsible for contract administration functions, including issuing written directions, monitoring the Contract to ensure compliance with the terms and conditions of the Contract, and assisting the Contractor 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.

- e. Contractor– The selected Offeror.
- f. eMMA – eMaryland Marketplace Advantage (available at <https://emma.maryland.gov>).
- g. Key Personnel – All Contractor Personnel identified in the solicitation and the Offeror’s Proposal that are essential to the work being performed under the Contract.
- h. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland.
- i. MBE – Minority Business Enterprise certified by the Maryland Department of Transportation (“MDOT”).
- j. MSA Business Hours – 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays or State closures.
- k. MSA 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.
- l. 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.).
- m. Notice to Proceed (“NTP”) – A formal notification issued by the Procurement Officer directing the Contractor selected following the Task Order Request for Proposals set forth in Section 3.3 herein, to perform specified work and the date on which the work is to commence.
- n. Offeror – An individual or entity which submits a Proposal in response to this RFP.
- o. Personnel - All Personnel, including Key Personnel, proposed by the Offeror to perform under any Task Orders assigned pursuant to this RFP.
- p. Procurement Officer (“PO”) – The MSA representative responsible for this RFP.
- q. Proposal – The technical and financial responses to this RFP.
- r. Request for Proposals (“RFP”) – This procurement solicitation, as amended.
- s. Selection Committee – The persons evaluating the Proposals as described in Section 5 herein.
- t. State – The State of Maryland.
- u. Task Orders –Assignments for work issued under the Contract in accordance with Section 3.3 herein.

1.4 Agreement Type

The Agreement that results from this RFP will be an indefinite quantity Master

contract with multiple awards.

No Guarantee of Work. No Contractor is guaranteed any minimum amount of work or compensation.

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.

1.5 Agreement Duration

The term of the Agreement will be for three (3) years, with two (2) one-year renewal options.

The time for performance of any work assigned pursuant to an awarded Task Order shall be set forth in the NTP.

1.6 Procurement Officer

The sole point-of-contact for purposes of this RFP is the Procurement Officer listed on 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 Contractors.

1.7 Contract and MSA Project Manager

The MSA 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 Contractors.

1.8 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 Contractors.

1.9 E-Procurement Platforms

1.9.1 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.

1.9.2 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 contact 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.

1.10 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.

1.11 *Reserved*

1.12 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.

1.13 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.

1.14 Reserved

1.15 Affidavits

1.15.1 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.

1.15.2 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 Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest. A copy of this Affidavit is included as **Attachment B** of this RFP.

1.15.3 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.

1.16 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.

1.17 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.

1.18 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.

1.19 Revisions to the RFP

1. If this RFP is revised before the closing date for proposals, an addendum 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.

1.20 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. 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.

1.21 False Statement

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 is incorporated by reference

1.22 Minority Business Enterprise

Minority Business Enterprises are encouraged to respond to this solicitation.

1. An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total contract dollar value, including all renewal option terms, if any. MBE goals for the construction phase will be determined prior to the bidding phase. All subcontractors named by the Offeror as part of their MBE Schedule must be certified with the Maryland Department of Transportation (MDOT).
2. Notwithstanding any subgoals established for this RFP, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

3. By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals (if applicable) 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 (if applicable).
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 MSA'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. 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 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.
 - D. 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 Contractor fails to comply in good faith with the requirements of the MBE program and pertinent contract.

1.23 Incurred Expenses; Economy of Preparation

MSA is not 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.

1.24 Protests/Disputes

Any protest or dispute in connection with this RFP is subject to Section 10 of MSA's Procurement Policies and Procedures and the relevant provisions of the Contract.

1.25 Access to Public Records Act Notice

1. The Offeror should clearly identify any portion 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 (the "**PIA**"), (codified in Title 4 of the General Provisions Article of the Maryland Annotate Code). 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. Information the Offeror has identified as confidential must be described 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 under the PIA, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

1.26 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 performance.
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 1.22 “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.

1.27 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 Contractor 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.

1.28 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.

1.29 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.

1.30 Verification of Registration and Tax Payment

Before an entity 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.

1.31 Reserved

1.32 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.

1.33 Project Management Information System

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

Access to ProjectTeam is required via the internet. Any hardware, internet connectivity, and/or software required to access the internet shall be furnished by the Contractor. Contractor and its subcontractors must agree to the ProjectTeam Master Services Agreement

<https://www.projectteam.com/legal/terms>.

Credentials for ProjectTeam can be made available to each of the Contractor's relevant project team members throughout the Contractor's performance on the project at no cost to the Contractor.

MSA or its designee shall provide training and associated materials to the Contractor specific to MSA's use and configuration of ProjectTeam.

MSA shall retain ownership of all data entered into ProjectTeam in connection with the Contract and associated Task Order(s).

1.34 Maryland Law

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

1.35 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 as not reasonably susceptible of being selected for award.

1.36 Multiple Proposals

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

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 demonstrate in its Proposal that it satisfies the following Minimum Qualifications:

1. Is registered to operate in the State of Maryland. Provide a copy of the certificate.
2. Offeror shall have a minimum of three (3) year of experience specializing in providing commissioning services and experienced in establishing, overseeing, monitoring, tracking, and reporting commissioning requirements;
3. Offeror shall have a minimum of three (3) year of experience participating in all phases of construction including design review, submittal review, construction monitoring, owner training, O&M review, post acceptance, final and post occupancy commissioning;
4. Offeror shall have a minimum of three (3) year of experience developing and implementing project specific commissioning plans for new construction projects;
5. Offeror shall have a minimum of seven (7) years of experience providing fundamental and enhanced building enclosure commissioning services;
6. Offeror shall have a minimum of three (3) years of experience working with LEED accreditation requirements and building techniques;
7. Offeror shall have a minimum of three (3) years of experience in developing building and systems maintenance plans;
8. Offeror shall present a minimum of three (3) projects to demonstrate its experience with complex integration of new systems in buildings 60,000GSF or larger;
9. Offeror shall present a minimum of three (3) projects to demonstrate its experience with large public gathering venues such as athletic facilities, hotels/conference centers, convention centers, educational facilities, office buildings, etc.; and,
10. Offeror has the ability to meet the insurance coverage requirements outlined hereinafter in this RFP, and shall provide an insurance certificate and/or a letter from its insurance carrier that these requirements can be met if awarded a contract.

2.2 Other Offeror Qualifications

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

2.3 Personnel Qualifications

See Section 3.2 for the list of identified Key Personnel. Offeror must document in its Proposal that the proposed Key Personnel satisfy the required experience and certifications.

SECTION 3

RESPONSIBILITIES

3.1 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, Contract, and any Task Order issued pursuant to this Section 3

The Contractor shall be responsible for all commissioning activities in accordance with ASHRAE and NIBS Guidelines on a single project, inclusive of design input and reviews, submittal review, installation verification, equipment startup, pre-functional checkout, and full system functional testing. Commissioning services will be provided for 12 months after substantial completion of each phase. Testing, verification and reporting on the performance of all commissioned systems is to be completed in a systematic fashion based on an approved project-specific commissioning plan. Contractor will be responsible for testing, evaluating, and confirming the proper integration of new equipment installed as part of the Project.

At a minimum, the Contractor will commission the following systems:

1. Mechanical & Plumbing Systems and Equipment:
 - a. Air Handling Units
 - b. DOAS Units
 - c. Energy Recovery Modules
 - d. Make-Up Air Units
 - e. Air Cooled Condensing Units
 - f. Variable Refrigerant Flow Systems
 - g. Heat Pumps
 - h. Ductless Split AC Units
 - i. Terminal Heaters
 - j. Pumps
 - k. Exhaust Fans
 - l. VFDs
 - m. DDC Control Systems
 - n. VAVs
 - o. FCUs
 - p. Chiller Plant
 - q. Domestic Hot Water
 - r. Domestic Cold Water
 - s. Heating Water Plant
 - t. Storm water Pumps
 - u. Sanitary Pumps
 - v. Storm water Retention Facilities
 - w. CRAC Units
 - x. BAS

2. Electrical Systems & Equipment:
 - a. Automatic Transfer Switches
 - b. Lighting and Daylighting Controls
 - c. AV Controls
 - d. Lightning Protection
 - e. Motor Controllers
 - f. Transformers
 - g. Panel boards
 - h. Grounding Systems
 - i. Emergency Generator Connections
3. Building Enclosure Systems
4. Special Systems
 - a. Kitchen equipment
5. AV / IT Systems
 - a. Control Room
 - b. Video Boards
 - c. Sound System
6. IT Networks

After substantial completion but prior to final acceptance, the Contractor shall work with the Project Team to capture trending data on all commissioned equipment from a continuous seven (7) calendar day period, confirming satisfactory system performance.

The Commissioning agent will be responsible for the scope listed in this RFP for any of the projects listed in this RFP. Construction schedules are anticipated to be very tight and timing will not allow for waiting on commissioning agent. Offerors must be able to have teams available quickly to meet the demands of the schedule. Same/next day reports will be required to be able to repair some issues.

The scope of work includes the following general tasks.

- a. Serve as the Commissioning Agent (CxA) and Building Enclosure Specialists (BES) (herein after Commissioning Authority) for the Project.
 1. Provide Commissioning Services and deliverables in accordance with this RFP and ASHRAE Guideline 0-2019.
 2. Provide Building Enclosure Commissioning services and deliverables in accordance with this RFP and NIBS Guideline 3-2012.
- b. Conduct formal design reviews and document in a formal report. Design reviews shall be completed at the DD, CD 50%, CD 70% & CD 95%. The design review report must also address completeness of design documents regarding system performance, operability, maintainability, energy efficiency and sustainability of the overall design during the pre-construction phase. At a minimum, the design reviews must confirm the design complies with the current statutes of State energy codes. Formal reviews are required, at the conclusion of each phase of A/E document submission (CD 95%). Design review comments are required to be

completed within 2 weeks of receiving the documents.

c. Develop full commissioning specifications (requirements) for all mechanical, electrical, plumbing, special systems, and building enclosure equipment and systems tailored to scale and complexity of the project. Coordinate with and integrate into the project specifications produced by the Project Team.

d. Coordinate a design phase controls integration meeting for the building energy management system and temperature controls integration with the Project Team to discuss EMS and equipment control integration issues, and sequences of operations between equipment, and systems, to ensure that integration issues such as point matrix delineation and operational sequences of commissioned systems are clearly described in the specifications.

e. Coordinate commissioning activities and required meetings with the Project Team through both the design and construction phases, along with final acceptance, turnover and certification of the project.

f. Conduct, schedule, manage the commissioning kick off meeting during the design phase with the A/E, and hold another kick off meeting for the CM & subcontractors during the construction phase of the project. Provide a detailed commissioning schedule with durations delineated to integrate with the overall project schedule. The Commissioning Authority shall work with CM's Project Scheduler to integrate commissioning activities into overall project schedule.

g. Develop, implement and track a project-specific commissioning plan incorporating the requirements from the Project's commissioning specifications and include all project-specific equipment pre-functional checklists, startup checkout forms, detailed commissioning schedule, and issues log templates.

1. Commissioning plan shall be developed in accordance with ASHRAE Guideline 0-2019 and NIBS Guideline 3-2012 to include all mechanical, electrical, plumbing, and building enclosure systems and equipment.

h. At a minimum, the Commissioning plan shall include:

1. Brief overview of the commissioning process.
2. Identification of the roles of primary commissioning participants and their responsibilities.
3. Define the proper communication protocols and methods for distribution of information amongst the Project Team.
4. Review of the Basis of Design.
5. List of all commissioned features and systems including a master list of all pertinent equipment and systems.
6. Description of the management, communication and reporting of the plan.
7. Outline of the commissioning scope, including submittal review, observation, start-up, testing, and mock-up inspection.
8. List of the expected written work products: pre-functional checklists of commissioned equipment, startup checkout forms,

issues log tracking forms, functional test procedures and forms, and other reports mandated.

9. Detailed commissioning schedule with durations delineated for the equipment to be commissioned.
10. Description of the rigor and scope of testing including sampling method. All major equipment including central plant equipment, (air handling units, etc.) must be fully tested and may not be sampled.

i. The Commissioning Authority must review the construction documents during the design phase to ensure that each commissioned feature or system meets the Basis of Design (BOD) relative to functionality, reduction in energy use & atmosphere protection, water use reduction, ease of maintenance, affordability, indoor environmental quality and local environmental impacts.

j. Review and comment on project submittals as it pertains to: commissioning and compliance with contract documents, any deviation for energy efficiency requirements of the specified equipment, as well as warranty provisions.

1. Generate and distribute a list of submittals requiring the Commissioning Authority's review.

k. Review and comment on project specific mock-ups as it pertains to the building enclosure system(s).

l. Perform site visits to observe general construction progress for preparation of commissioning activities.

m. Witness component and equipment startup to ensure that startup efforts are performed in accordance with the commissioning plan, contract documents, and manufacturer requirements.

n. Witness component testing to ensure that proper procedures are followed. Direct the execution of all functional performance testing with the trade contractors. MSA will accept sampling on a case by case basis to be determined at time of Task Order. This is anticipated for high quantity mechanical systems.

1. Included as part of the 12-month post occupancy warranty period, provide opposite season testing of HVAC equipment and systems.

o. Monitor and report on the training of operation and maintenance personnel. Review the draft-training plan and trainer qualification.

p. Perform 10-month post-acceptance pre-warranty end review of outstanding commissioning issues, operational deficiencies, equipment failures, building operator and occupant complaints, and results from EMS systems monitoring and trending. Document all systems operation, maintenance, performance, systems alterations and changes, and re- testing and re-commissioning needs, as required.

q. Conduct commissioning meetings during the construction phase, inspect, test, log and track all deficient items. Responsible for generating and managing a master issues log and ensure issues are addressed. This report is to be produced and submitted to the Owner, CM, A/E and responsible contractor on an ongoing basis. Commissioning is anticipated to be at a fast pace so reports must keep up.

Additionally, a written list of all outstanding commissioning issues and any testing that is scheduled for a later date must be included. All outstanding environmentally or economically responsive feature deficiencies must be corrected or listed in the commissioning report. All completed functional tests should be listed in an appendix to the commissioning report

r. Develop and complete the final commissioning report at the completion of all commissioning activities including seasonal start-ups. The Final Commissioning Report shall be developed in accordance with ASHRAE Guideline 0-2019 and NIBS Guideline 3-2012 and include, at a minimum:

1. Final version of lessons learned and benefits resulting from commissioning. Design phase as well as construction phase considerations should both be addressed.
2. Completed record of all pre-functional checklists, startup checkout forms, final results of functional tests including trending data demonstrating satisfactory system performance over seven (7) calendar days, and enclosure test records.
3. Building maintenance plan as defined in Section 3.2(t) and Building enclosure Preventative Maintenance Program as defined in Section 3.2(u).
4. Signed letter confirming the commissioning plan has been successfully executed and the design intent of the Project has been achieved.

s. Review the assembly of O&M manuals by the Contractor documenting design criteria, design assumptions and limitations, system descriptions, operating parameters, performance capabilities, and maintenance requirements as stipulated in the contract documents.

t. Develop a specific Building Maintenance Plan (“BMP”) for the entire building’s critical systems in accordance with the design, manufacturer’s recommendations. This specific BMP development is to be completed prior substantial completion of the project and shall address all systems within the scope of commissioning.

1. Critical systems include, but are not limited to, HVAC and associated controls, life safety, electrical, lighting, and plumbing systems.

u. Develop a specific Building Enclosure Preventative Maintenance Plan in accordance with manufacturer recommendations, to be submitted prior to substantial completion.

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

3.2 Personnel

3.2.1 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 the commissioning process on MSA construction projects. Plans, executes, and finalizes the commissioning process 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. Lead Commissioning Agent

- a. Shall have a minimum of five (5) years of experience serving in a similar capacity.

D. Building Envelope Engineer

- a. Shall have a minimum of eight (8) years of experience serving in a similar capacity.

E. Electrical Design Reviewer

- a. Provide a copy of the current license to practice in the State of Maryland.
- b. Shall have a minimum of eight (8) years of experience serving in a similar capacity.

F. Mechanical Design Reviewer

- a. Provide a copy of the current license to practice in the State of Maryland.
- b. Shall have a minimum of eight (8) years of experience serving in a similar capacity.

G. Plumbing Design Reviewer

- a. Provide a copy of the current license to practice in the State of Maryland.
- b. Shall have a minimum of eight (8) years of experience serving in a similar capacity.

3.3 Maintain Certifications

Any Personnel offered in the Technical Proposal in response to this RFP shall maintain all required professional certifications for the duration of the Contract.

3.4 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 Contractor from working under the Contract without the prior written approval of the Project Manager.
- C. In the event of Key Personnel substitutions:
 - a. The Contractor 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 Contractor 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 Contractor Personnel replacement, and will notify the Contractor 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.

3.5 Task Orders

3.5.1 General Task Order provisions

- A. Services will be requested via a Task Order process. Work is not authorized to begin until a Task Order is executed by MSA and the Contractor. Task Orders will be issued in accordance with the pre-approved fully loaded rates on **Attachment E** Financial Proposal Forms for a fixed price contract.
- B. Proposed personnel on any Task Order shall be subject to MSA's prior approval. The Task Order Administrator and the MSA Project Manager shall have the option to interview the proposed personnel and shall notify the Contractor 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).

3.5.2 Task Order process

- A. Task Order Requests for Proposals ("**TORP**") to provide services within the scope of this RFP will be emailed by the Task Order Administrator to the Project Executive (see section 3.2.1 above)(and/or Designee) of 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) Commissioning services required from the Contractor;
 - 3) Anticipated project schedule;
 - b. Due date and time for submitting a response to the request.
- B. The Contractor shall email a Task Order Response ("**TOR**") to the MSA Project Manager and Task Order Administrator within the specified time and include at a minimum:
 - a. A response that details the Contractor'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 subcontractors and key personnel, and related tasks;
 - d. An explanation of how tasks shall be completed, and a confirmation that the Contractor will meet the agreed upon schedule set forth in the Task Order Request;

- e. Contractor'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 subcontractor personnel, to perform the work as set forth in the TOPR; 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 Contractor 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.

3.6 Insurance Requirements

Upon Contract award, the insurance requirements are as follows:

3.6.1 Commercial General Liability Insurance

The Contractor 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 Contractor, 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 Contractor'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 Contractor'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 Contractor 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 Contractors, 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 Contractor beginning any work on such Project.

3.6.2 Automobile Liability

The Contractor 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 Contractor beginning any work on such Project.

3.6.3 Workers Compensation and Employers Liability

The Contractor 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 Contractor's employees. Such insurance shall satisfy the following requirements:

- A. The Contractor shall maintain Workers Compensation coverage for all employees and require that its subcontractors maintain Workers Compensation coverage for all their employees in accordance with Maryland law.
- 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 Maryland law. 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.

3.6.4 Excess Liability / Umbrella Liability

The Contractor shall obtain and maintain, from and after the date of the Contract, insurance coverage for third party legal liability claims against the Contractor 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.

3.6.5 Additional insurance requirements

- A. The amount of insurance coverage specified herein shall be the minimum amount of insurance available to satisfy claims. The Contractor 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. Contractor shall be responsible for the maintenance of this insurance regardless of whether the work is performed directly by Contractor, by any subcontractor, by any person employed by the Contractor or any subcontractor, or by anyone for whose acts the Contractor may be liable.
- E. The Contractor agrees, for itself and for its insurers, that neither Contractor 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 Contractor 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 Building Commissioning 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 1.25 "Access to Public Records Act Notice" 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 1.35 "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 Building Commissioning 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 building commissioning 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 Contractor's List of All Subcontractors (**Attachment I**).
 - G. Provide (1) Work Sample of each of the following deliverables:
 - 1) Issues Log
 - 2) Inspection Report(s)
 - 3) Commissioning Plan
 - 4) Final Commissioning Report
 - 5) Building Maintenance Plan
 - 6) Building Enclosure Preventative Maintenance Plan

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 commissioning staff and services on an as needed basis, and designate a main point of contact for daily communication.

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 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 Building Commissioning Services 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, subcontractors, and the Key Personnel;
- C. References of Offeror;
- D. Work Capacity of Offeror, proposed subcontractors, and Key Personnel;
- E. Overall Quality of Submission; and
- F. 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 Financial Proposal Forms
- Attachment F Sample Agreement
- Attachment G Corporate Profile
- Attachment H MBE Searches
- Attachment I Prime Contractor's List of ALL Sub
- Attachment J Contractor's Project Experience Form