



**Maryland Stadium Authority**

**Request for Proposals**

**Pre-Construction Management Services**

**Regency Furniture Stadium Improvements**

**Issue Date: July 22, 2026**

### **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

#### Pre-Construction Management Services

#### Regency Furniture Stadium Improvements

|                                       |                                                                                                                                                                                                                |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RFP Issue Date</b>                 | July 22, 2026                                                                                                                                                                                                  |
| <b>Solicitation Number</b>            | MiLB-004-CM                                                                                                                                                                                                    |
| <b>Procurement Officer</b>            | Christian Kramer<br>Maryland Stadium Authority<br>351 West Camden Street, Suite 300<br>Baltimore, Maryland 21201<br>Phone: 443-202-3885<br>E-mail: <a href="mailto:ckramer@mdstad.com">ckramer@mdstad.com</a>  |
| <b>Procurement Method</b>             | Competitive Sealed Proposals                                                                                                                                                                                   |
| <b>MBE Participation Goal</b>         | 20% overall without subgoals                                                                                                                                                                                   |
| <b>Pre-Proposal Conference</b>        | July 27, 2026, at 1:00 p.m., Local Time<br>Registration link:<br><a href="https://us02web.zoom.us/meeting/register/sDWfej0ATpWkcsowl8ZQGw">https://us02web.zoom.us/meeting/register/sDWfej0ATpWkcsowl8ZQGw</a> |
| <b>Site-Visit</b>                     | July 28, 2026, at 10:30 a.m., Local Time<br>Registration link:<br><a href="https://www.eventbrite.com/e/1994693555119?aff=oddtcreator">https://www.eventbrite.com/e/1994693555119?aff=oddtcreator</a>          |
| <b>Question Due Date and Time</b>     | July 30, 2026, at 1:00 p.m., Local Time                                                                                                                                                                        |
| <b>Proposal Closing Date and Time</b> | August 20, 2026, at 1:00 p.m., Local Time                                                                                                                                                                      |
| <b>Oral Presentations</b>             | September 8-9, 2026                                                                                                                                                                                            |

**Project Location**

Regency Furniture Stadium  
11765 St Linus Drive  
Waldorf, MD 20602

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Summary Statement

Chapter 61 of the Acts of 2022 as codified in ED §§ 10-601, 10-646.4, and 10-657.6 authorizes the Maryland Stadium Authority (the “MSA”) to finance up to \$200,000,000 for site acquisition and the planning, design, and construction of sports and entertainment facilities. On September 6, 2023, MSA and the County Commissioners of Charles County entered into a Memorandum of Agreement that formalizes the relationship and role of each in the execution of necessary improvements to Regency Furniture Stadium to ensure compliance with the Professional Development League (“PDL”) Standards recently adopted by MLB (hereinafter the “Project”).

MSA is issuing this solicitation to request proposals from qualified Offerors to provide construction management services for pre-construction services related to the improvements for Regency Furniture Stadium. The stadium is located in Waldorf, MD and is the home of the Southern Maryland Blue Crabs. An award will be made to one (1) Offeror.

#### 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.

#### 1.3 Abbreviations and Definitions

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

indicated below:

1. Agreement or Contract – The written contract entered into by MSA and the selected Offeror responding to this RFP. The Agreement will include all general MSA terms and conditions, and will incorporate the entire RFP, including any addenda, and all or indicated portions of the selected Offeror’s proposal. A sample of the Agreement is attached hereto as Attachment G. Also referred to as the “Contract” or “Contract Agreement”.
2. Architect/Engineer (“A/E” or “Architect”) – The team of architects, engineers, and other professional A/E’s required and assembled to perform the feasibility studies and/or design and construction administration services associated with this project.
3. COMAR – Code of Maryland Regulations (available at <https://dsd.maryland.gov/Pages/default.aspx>).
4. Construction Manager (“CM”) – The construction management firm that selected as a result of this solicitation.
5. Contractor– The selected Offeror.
6. eMMA – eMaryland Marketplace Advantage (available at <https://emma.maryland.gov>).
7. GMP – A Guaranteed Maximum Price at-risk construction agreement between a CM and the MSA. A sample of the GMP agreement is attached hereto as Attachment H.
8. Key Personnel – All Personnel identified in the solicitation and the Offeror’s Proposal that are essential to the work being performed under the Contract.
9. Local Time – Time in the Eastern Time Zone as observed by the State.
10. MBE – Minority Business Enterprise certified by the Maryland Department of Transportation (“MDOT”).
11. MSA – The Maryland Stadium Authority (available at <https://mdstad.com/>).
12. MSA Business Hours – 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays or State closures.
13. MSA 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.

14. 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).
15. 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.
16. Notice to Proceed (“NTP”) – A formal notification issued by the Procurement Officer directing the Contractor to perform specified work and establishes the date on which the work is to commence.
17. Offeror – An individual or entity, regardless of legal status or organization, that submits a Proposal in response to this solicitation. The Offeror is the individual or entity that will be executing the Contract with MSA.
18. Personnel - All Personnel, including Key Personnel, proposed by the Offeror to perform tasks assigned pursuant to this RFP.
19. Procurement Officer (“PO”) – The MSA representative responsible for this solicitation.
20. Project – The design and construction of improvements to the Regency Furniture Stadium.
21. Project Team – Includes the A/E, MSA, Sponsor, Southern Maryland Blue Crabs, Contractor, and any other consultant or government agency MSA may engage.
22. Proposal – The technical and financial responses to this solicitation. The Proposal includes any clarification, Best and Final Offers (“BAFO”), or other written submission requested by the Procurement Officer.
23. Proposal Closing Date and Time – as identified in the Key Information Summary Sheet of this solicitation, as amended.
24. Request for Proposals (“RFP”) – This procurement solicitation, as amended.
25. Selection Committee – The persons evaluating the Proposals as described in Section 5 of this solicitation.
26. Sponsor – County Commissioners of Charles County.
27. State – The State of Maryland.

## **1.4 Agreement Type**

The contract that results from this RFP will include a fixed fee for pre-construction services and a contingency amount to be used by MSA in its sole discretion.

If the Project moves into the construction phase, and an acceptable GMP can be negotiated, an at-risk GMP agreement will be issued for the construction of the Project. A sample GMP agreement is attached hereto as **Attachment H**. The value of the pre-construction services contract shall not be exceeded without the required contract modification.

No Guarantee of Work. Contractor is not guaranteed any minimum amount of work or compensation.

## **1.5 Agreement Duration**

The term of the Agreement will be for a period necessary to complete the scope of services and as agreed upon by MSA and Contractor. Please see **Attachment Q** for the Anticipated Project Schedule.

## **1.6 Procurement Officer**

The sole point-of-contact for purposes of this solicitation 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 MSA Contract and Project Manager**

Prior to Contract award, MSA may change the Contract and Project Manager at any time without written notice to potential Offerors. After Contract Award, MSA may change the Contract and Project Manager at any time by written notice to the selected Contractor.

## **1.8 E-Procurement Platforms**

### **1.8.1 e-Maryland Marketplace Advantage**

eMMA is the electronic commerce system for the State of Maryland. 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**

Euna Procurement (“Euna”) is the electronic procurement system for MSA. Any transaction, submission, or communication, unless otherwise directed by the Procurement Officer, shall be facilitated electronically via Euna. Registration is free. You can register at: <https://mdstad.bonfirehub.com/>.

**Warning:** Offerors will not be able to receive or respond to communications related to this solicitation if their designated points of contact for this solicitation do not have an individual Euna 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 regularly 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.

Consistent with the Americans with Disabilities Act, the Annotated Code of Maryland State Personnel and Pensions Article, Title 2-302 and Title 5-2. State Government Article, Title 20, it is the policy of the Maryland Stadium Authority to provide reasonable accommodation when requested by a procurement event participant. If reasonable accommodation is needed, please contact the Procurement Officer at your earliest convenience.

### **1.10 Site-Visit**

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

Consistent with the Americans with Disabilities Act, the Annotated Code of Maryland State Personnel and Pensions Article, Title 2-302 and Title 5-2. State Government Article, Title 20, it is the policy of the Maryland Stadium Authority to provide reasonable accommodation when requested by a procurement event participant. If reasonable accommodation is needed, please contact the Procurement Officer at your earliest convenience.

### **1.11 Questions**

Questions regarding this solicitation shall be submitted electronically via 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 MSA issues an

amendment to the solicitation in writing.

#### **1.12 Proposal Closing Date and Time**

To be considered, **Technical and Financial Proposals** shall be submitted as separate documents via Euna no later than on the date and time indicated on the Key Information Summary Sheet. Requests for an extension of this date or time will not be granted.

#### **1.13 Oral Presentations**

Short-listed Offerors may be required to make in-person Oral Presentations. Oral Presentations are to be held on the days indicated on the Key Information Summary Sheet. In your Technical Proposal, please state your availability.

Typically, Oral Presentations will follow a specified format and generally be limited to 60 minutes [45 minutes for the presentation and 15 minutes for questions]. The Procurement Officer will notify the short-listed Offerors with details and instructions prior to the presentation.

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

#### **1.14 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.

#### **1.15 Duration of Offer**

Proposals submitted in response to this solicitation 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 Affidavits**

##### **1.16.1 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.

##### **1.16.2 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.

### **1.16.3 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.

### **1.16.4 Corporate Diversity Affidavit**

A completed Corporate Diversity Affidavit must accompany the Proposal submitted by an Offeror. A copy of this Affidavit is included in **Attachment O**– Corporate Diversity Addendum of this RFP.

**Note:** Offeror is advised that **Attachment O** includes two (2) affidavits. It is Offeror’s responsibility to identify the applicable affidavit.

### **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 this RFP is revised before the closing date for proposals, an addendum will be posted on Euna, 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. 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**

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.

### **1.21 Minority Business Enterprise**

Minority Business Enterprises are encouraged to respond to this solicitation. Offeror shall submit a D-1A form with its Technical Proposal.

1. An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total contract dollar value, including all renewal option terms, if any. MBE goals for the construction phase will be determined prior to the bidding phase. All subcontractors named by the Offeror as part of their MBE Schedule must be certified with the Maryland Department of Transportation (MDOT).
2. Notwithstanding any subgoals established for this RFP, the Consultant is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.
4. An Offeror that does not commit to meeting the entire MBE participation goal(s) stated in this RFP must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in **Attachment D-1B**, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit **Attachment D-1A** at the time it submits its Technical Proposal to the RFP will result in the State's rejection of the Offeror's Proposal. This failure is not curable.

5. If the Offeror fails to properly complete, sign, and submit **Attachment D-1A** at the time it submits its technical Proposal, the Procurement Officer may determine that the Proposal is not reasonably susceptible of being selected for award.
6. Attachments
  - A. Minority Business Enterprise instructions and forms are provided in **Attachment D** to assist Offerors.
  - B. The Offeror shall include with its Technical Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:
    - a. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable sub-goals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
    - b. The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals, each MBE subcontractor's MDOT certification number and the North American Industry Classification System ("NAICS") code and product and service description of the work to be performed.
    - c. An Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **Attachment D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.
    - d. If the Offeror fails to submit a completed **Attachment D-1A** with the technical Proposal, as required, the Procurement Officer may determine that the Proposal is not reasonably susceptible of being selected for award.
7. Offerors are responsible for verifying that each MBE (including any MBE primes and MBE primes participating in a joint venture) selected to meet the goal and any sub-goals, and subsequently identified in **Attachment D-1A**, is appropriately certified by the Maryland Department of Transportation and has the correct NAICS codes allowing it to perform the committed work.
8. Within ten (10) business days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer:
  - A. Outreach Efforts Compliance Statement (**Attachment D-2**);
  - B. MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**);
  - C. A copy of each sub-contract agreement, between the apparent awardee and any proposed MBE sub-contractor that the parties intend to enter into contingent upon the MSA's award of the prime contract. The sub-contract agreement must

- contain all necessary terms, including pricing, required for the MBE to perform its proposed work and for the apparent awardee to pay the MBE for its work during the term of the agreement;
- D. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable sub-goals; and
  - 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.gob2g.com/>. 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 Error! Reference source not found. – Sample Preconstruction 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**

Neither MSA nor Sponsor 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 solicitation.

### **1.23 Economy of Preparation**

Proposals shall be prepared simply and economically, providing a straightforward, concise description of how the Offeror proposes to meet the requirements of this solicitation.

### **1.24 Protests/Disputes**

Any protest or dispute in connection with this solicitation 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) herein regarding identification of confidential or proprietary information.
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.
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 Patents, Copyrights, and Intellectual Property**

1. If Contractor 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 Sponsor to use such item.
2. Contractor will defend or settle, at its own expense, any claim or suit against MSA and Sponsor alleging that any such item furnished by Contractor 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, Contractor will defend MSA and Sponsor against that claim at the Contractor's expense and will pay all damages, costs, and attorney fees that a court finally awards, provided MSA and Sponsor:
  - A. Promptly notifies Contractor in writing of the claim; and
  - B. Allows Contractor to control and cooperates with Contractor 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 Contractor become, or in Contractor's opinion are likely to become, the subject of a claim of infringement, Contractor will, at its option and expense:

- A. Procure for MSA and Sponsor the right to continue using the applicable item;
- B. Replace the product with a non-infringing product substantially complying with the item's specifications; or
- C. Modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

### **1.30 Payments by Electronic Fund Transfer**

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

### **1.31 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 Contractor, the MSA and the Sponsor under any termination clause in the contract. The effect of termination of the contract hereunder will be to discharge the Contractor, the MSA and the Sponsor from future performance of the contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the contract. The MSA and the Sponsor shall notify the Contractor 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.

### **1.32 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 Offeror, including joint ventures, must be able to provide a Certificate of Good Standing from the Maryland State Department of Assessments and Taxation.

### **1.33 Financial Disclosure**

Contractor shall comply with Section 14-103.1 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that is awarded a contract (as defined in Elec. Law § 14-101) by a governmental entity (as defined in Elec. Law § 14-101) that causes the person to be doing public business (as defined in Elec. Law § 14-101) shall, within 15 business days after award, file with the State Board of Elections a registration statement that contains (i) the person's name and address, (ii) any resident agent of the business located in the State, (iii) if known, each person who has beneficial ownership of the business entity, (iv) any other information required by the State Board of Elections. A person doing public business shall update the information on beneficial ownership included in the registration statement in accordance with regulations adopted by the State Board of Elections.

### **1.34 Loss of Data**

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

### **1.35 Contingent Fee Prohibition**

Contractor 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 Contractor, to solicit or secure an Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of an Agreement.

### **1.36 Political Contribution Disclosure**

Contractor shall comply with Section 14-104 of the Election Law Article of the Annotated Code of Maryland and all regulations promulgated by the State Board of Elections pursuant thereto, which requires that every person doing public business (as defined in Elec. Law § 14-101) shall file with the State Board of Elections a statement disclosing certain contributions at specified times. The statement shall be filed with the State Board of Elections at the times and for the periods specified in Elec. Law § 14-104.

### **1.37 MBE and Prevailing Wage Compliance System**

As part of MSA's commitment to assist Contractor 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 Project contracts. 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.

### **1.38 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.

### **1.39 Maryland Law**

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

### **1.40 Acceptance of Terms and Conditions**

By submitting a Proposal, the Offeror accepts all of the terms and conditions set forth in this solicitation, as amended, including all attachments.

Any exceptions to the requirements of this solicitation, 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.

#### **1.41 Multiple Proposals**

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

#### **1.42 Bonding**

Offeror shall have free bonding capacity (i.e. performance and payment) no less than \$35 million. Offeror is required to provide, at the time of submitting a response to this RFP, a letter from a surety identifying Offeror's free bonding capacity for the Project.

## **SECTION 2**

### **MINIMUM QUALIFICATIONS AND EXPERIENCE**

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

#### **2.1 Offeror**

Offerors that fail to respond to all requirements of this Section may be deemed not reasonably susceptible of being selected for award. In its Technical Proposal, Offeror must document that it satisfies the following Minimum Qualifications:

1. Offeror is a construction management firm registered to do business in the State of Maryland, and licensed to operate in the State of Maryland. Provide a copy of a valid licensing certificate.
2. Offeror has a minimum of ten (10) years of experience providing pre-construction planning services, and construction management services acting as the prime Construction Manager at Risk performing the following tasks:
  - A. Constructability reviews;
  - B. Estimating and budget control;
  - C. Critical Path Method (“CPM”) scheduling;
  - D. Value engineering;
  - E. Quality assurance/quality control;
  - F. Detailed site logistics planning; and
  - G. Evaluation and implementation of innovative construction techniques.

To demonstrate that Offeror meets this requirement, Offeror shall present three (3) sample projects of similar size and complexity that reached substantial completion within the past five (5) years.

3. Offeror has a minimum of five (5) years of experience in the planning and construction of LEED certified and/or Net Zero Energy buildings.
4. Offeror has the ability to meet the bonding capacity requirement set forth in this solicitation. Offeror shall provide a letter from Offeror’s surety company indicating Offeror’s ability to comply with the requirements if awarded a contract.
5. Offeror has the ability to meet the insurance coverage requirements set forth in this solicitation. 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; or

- B. A statement from Offeror's insurance carrier, on the carrier's letterhead, indicating Offeror's ability to comply with the requirements.

## **2.2 Key Personnel**

### **2.2.1 Project Executive**

The Project Executive shall have served in a similar role on no less than three (3) projects. One of these projects shall have had a construction cost of at least \$30 Million.

### **2.2.2 Project Manager(s) for design and construction**

Project Managers shall have served in a similar role on no less than three (3) projects. One of these projects shall have had a construction cost of at least \$30 Million.

### **2.2.3 Project Superintendent**

The Project Superintendent shall have served in a similar role on no less than three (3) projects. One of these projects shall have had a construction cost of at least \$30 Million.

### **2.2.4 Lead Cost Estimator**

The Lead Cost Estimator shall have served in a similar role during the preconstruction/design phase on no less than three (3) projects utilizing the construction management at risk or design build delivery method. All of these projects shall have had a construction cost of at least \$30 Million. Explain specific experience estimating early design concepts and value engineering.

### **2.2.5 Lead Scheduler**

The Lead Scheduler shall have served in a similar role on no less than three (3) projects. One of these projects shall have had a construction cost of at least \$30 Million.

## **SECTION 3**

### **RESPONSIBILITIES**

#### **3.1 Purpose**

MSA is issuing this RFP to enter into an Agreement with a qualified construction management firm to provide pre-construction services related to the Regency Furniture Stadium Improvements.

#### **3.2 Scope of Services**

##### **3.2.1 Overview**

It is expected that Contractor will work closely with the Project Team under the direction of MSA to perform preconstruction services, which shall include – but shall not be limited to:

- A. Design Phase Project Cost Estimating and Budgeting (i.e. concept, schematic design, design development, bid/construction documents);
- B. Scheduling;
- C. Project Phasing/Site Logistics;
- D. Constructability Reviews;
- E. Value Management/Engineering;
- F. Quality Assurance;
- G. Trade Contractor Capacity Analysis;
- H. Scope Definitions; and
- I. Procurement Strategy, Bid Packaging, and Preparations.

##### **3.2.2 Meetings**

Key personnel shall participate in progress meetings which will occur every other week, and after each design submission, unless otherwise agreed to by MSA. The purpose of these meetings is to discuss and review design, constructability, schedule and the overall status of the execution of the project.

##### **3.2.3 Bid Packaging and Bidding**

If awarded the contract:

- A. Contractor shall coordinate and assign the work, or any Owner purchased material to the trade contractor capable of performing the work in the most economical and efficient way. Contractor shall arrange and package scopes of work in a manner that will ensure fulfillment of the Project's procurement goals and requirements.

Packaging multiple items of work as part of a “General Trades” package is not acceptable.

- B. Contractor shall take all measures necessary to maximize the participation and competition of trade contractors or suppliers in the pre-qualification and bidding process and to maximize MBE participation. Contractor shall advertise the opportunity to participate in the Project to a broad spectrum of potential sources including but not limited to its own network, local newspaper(s) of record, trade associations, local chambers of commerce and other outlets expected to promote interest in competing for the trade packages.
- C. MSA may post public notice on MSA website, eMMA, and Euna informing prospective trade contractors of the opportunity available and directing interested parties to contact Contractor for specific information. Such trade contract bidding will be directly between Contractor and the trade contractor and despite public posting it shall not constitute procurement by the MSA.
- D. Contractor shall conduct a pre-qualification process for all prospective trade contractors prior to solicitation of bids for trade packages and/or materials for the proposals to ensure that all bidders/proposers have the necessary expertise required for the Project. Pre-qualification procedures, including any forms to be used for this purpose, are to be submitted to the MSA for review and approval, at least ten (10) calendar days in advance of any solicitation of trade contractors for this purpose.
- E. Contractor shall seek a minimum of three (3) competitive bids for all trade packages/materials/equipment. Should three (3) competitive bids not be received on each package, Contractor will be asked to provide all documentation showing sufficient efforts were made to obtain the minimum number of bids on each bid package. If MSA determines the level of effort to be insufficient, Contractor will be required to re-bid select packages to obtain a competitive number of bids. In the event that any or all packages are re-bid, Contractor shall mitigate any time or monetary impacts so that the overall project budget and schedule are not affected.
- F. Contractor shall receive bids at a single location to facilitate attendance and oversight of the process by MSA. In the event that Contractor elects to receive electronic bids, the process and system for doing so must be submitted to MSA for review and approval. MSA intends to be involved in the bidding process, which includes, but is not limited to, being present when bids are opened, participating in scope review sessions with the bidders, etc.
- G. Each Bid Package Submission shall be accompanied by all applicable documentation – including, but not limited to: the MBE Forms (**Attachment D**), Bid/Proposal Affidavit (**Attachment A**), and Conflict of Interest Affidavit (**Attachment B**).

- H. The proposal submissions will be reviewed by the Project Team for reasonableness and compatibility with the estimated costs. Meetings and negotiations between the Project Team may be held to resolve questions and differences that may occur between the estimated costs and schedule.
- I. Contractor may reject some or all bids, and repeat the bidding for the trade work or re-package the trade work activity only with MSA's approval. MSA may reject any trade contractor recommended by Contractor, upon which Contractor shall recommend an acceptable substitute.
- J. In the event that Contractor's package proposal includes any recommendation for award to other than the lowest bidder on any trade contract, Contractor must provide a written explanation for any such recommendation for review and approval by MSA.

#### **3.2.4 MBE Outreach Plan**

- A. In its Technical Proposal, Offeror must:
  - a. Discuss Offeror's general approach to MBE outreach efforts and how Offeror intends to implement this approach prior to the construction phase of the Project; and
  - b. Provide an organizational chart showing responsibility for implementing and managing the outreach efforts, including the anticipated staffing requirements for the plan and the roles/responsibilities of such staff.
- B. During the Pre-Construction/Planning Phase, Contractor must implement the MBE Outreach Plan with the following goals/objectives:
  - a. Actively seek and conduct outreach, including outreach events targeting businesses located in Charles County, and the counties contiguous Charles County;
  - b. Identify and market subcontracting opportunities to MDOT certified and non-MDOT certified MBE firms in an effort to increase the pool of MBE firms for the Project; and
  - c. Identify opportunities for unbundling subcontracts with the objective of creating smaller, segmented subcontracts.

### **3.3 Key Personnel**

The positions identified in Section 2.2 will be considered Key Personnel, and shall meet the qualifications stated for each role.

#### **3.3.1 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.

### **3.3.2 Substitutions**

- A. Proposed Key Personnel and other personnel shall be available to perform services as of the NTP Date under this RFP.
- B. Key Personnel may not be removed by Contractor from working under the Contract without the prior written approval of the Project Manager.
- C. In the event of Key Personnel substitutions:
  - a. Contractor shall demonstrate to MSA Project Manager's satisfaction that the proposed substitute has qualifications at least equal to those of the Personnel proposed to be replaced.
  - b. Contractor shall provide MSA 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. MSA 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. MSA 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.

### **3.4 Insurance Requirements**

Upon Contract award, the insurance requirements are as follows:

#### **3.4.1 General 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. All policies, except Professional Liability and Workers' Compensation, shall name MSA, State of Maryland, Southern Maryland Blue Crabs, and Sponsor as "Additional Insured."
- C. 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.
- D. 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.
- E. 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.
- F. 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, Southern Maryland Blue Crabs, and Sponsor, 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.
- G. 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.

### **3.4.2 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:
  - a. \$1,000,000 as a per occurrence limit;
  - b. \$2,000,000 as a general aggregate limit (applied separately to claims arising from the Contractor's performance under the Contract); and
  - c. \$2,000,000 as a products/completed operations limit.
- C. MSA, State of Maryland, Southern Maryland Blue Crabs, and Sponsor 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.

### **3.4.3 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 Sponsor.
- C. The BAL insurance policy shall name MSA, State of Maryland, Southern Maryland Blue Crabs, and Sponsor 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.

#### **3.4.4 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, Southern Maryland Blue Crabs, and Sponsor. These parties shall also be named as Additional Insureds with respect to Part B.

#### **3.4.5 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, Southern Maryland Blue Crabs, and Sponsor 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, Southern Maryland Blue Crabs, and Sponsor.
- D. The excess/umbrella liability insurance shall be primary and noncontributory with respect to the coverage afforded to MSA, State of Maryland, Southern Maryland Blue Crabs, and Sponsor.

#### **3.4.6 Optional Additional Insurance Coverage**

Although MSA does not anticipate, as of the date of this RFP, that any other insurance coverage will be required with respect to any particular Project, if and to the extent required, such additional insurance coverage shall be specified by addendum to this RFP.

#### **3.5 Payment and Performance Bond**

Contractor shall meet the bonding and insurance requirements set forth in this RFP.

#### **3.6 Invoicing**

Contractor shall submit based on an agreed upon schedule.

## **SECTION 4**

### **PROPOSAL SUBMISSION REQUIREMENTS**

#### **4.1 General Requirements**

Proposals shall 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 as separate documents through 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, or as instructed by the Procurement Officer. 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**

Offeror shall submit its Technical Proposal labeled "OfferorName - CM-RFSI - 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 and solicitation number of this RFP, and the Offeror's legal name. A table of contents for the Proposal shall follow the title page.

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

#### **4.2.3 Executive Summary**

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

- A. Identify any joint ventures at the time of submission, if any, and the roles these relationships will have in the performance of the Contract. Upon MSA's request, Offerors shall make available within 24 hours the joint venture scope of work documents and/or agreement. If Offeror does not submit its Proposal as part of a joint venture, the Executive Summary shall so state;
- B. Include a section detailing any exceptions the Offeror has taken to the requirements of this RFP, the Sample Agreement(s), or any other exhibits or attachments. If an Offeror has taken no exception, the Executive Summary shall so state. See Section 1.40 of the RFP for additional instructions;
- C. Acknowledge the receipt of any addenda associated with this RFP;
- D. Provide Offeror's availability for the Oral Presentation dates; and
- E. Include a table with cross-references to each requirement, identified in Section 2 and Section 3 of the RFP, with the page number where the information can be found in the Proposal.

#### **4.2.4 Offeror Experience and Qualifications**

Offeror shall provide the following information, per Section 2 of the RFP:

- A. Provide information regarding Offeror's experience, qualifications, and capabilities, including an overview of the Offeror's experience with construction management and design consultation services;
- B. Three (3) examples of projects the Offeror has completed in the past five (5) years that are similar in scope to this RFP. Each of the examples must include a reference complete with the following:
  - a. Title and Location of the example project;

- b. Description of the Offeror's involvement in the example project; and
- c. Description of the relevance of the example project to this solicitation; and
- C. A completed Project Experience Form (**Attachment L**);
- D. 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;

#### **4.2.5 Personnel Experience and Qualifications**

The Offeror shall:

- A. Provide an Organization Chart, highlighting all proposed Personnel, and clearly identifying the team member(s) that will attend meetings and serve as the day-to-day contact for the proposed team;
- B. Include a completed Staffing Plan (**Attachment J**) listing the names, and titles of personnel directly involved in the work required per this RFP. The staffing plan shall include the preconstruction and construction phases, and the estimated amount of time that each team member will dedicate to the Project. The Staffing Plan shall identify the actual hours expected for each individual during the preconstruction phase and the percentage of time for each individual during the construction phase;
- C. Include a completed Capacity Summary Sheet listing all proposed Personnel (**Attachment K**); and
- D. Include Resumes, and all applicable certifications/licenses for all proposed Key Personnel.

#### **4.2.6 Work Plan**

At a minimum, Offeror shall:

- A. Provide a detailed narrative that is both technical in nature and effective in communicating the Offeror's approach to executing the requirements outlined in Section 3 of the RFP;
- B. Provide Preliminary Phasing and Logistics Plan;
- C. Provide a CPM Schedule identifying activities and durations for the design and construction phases. Describe in detail the Offeror's process for transitioning from the approved Preconstruction CMP Schedule to the Detailed Construction CPM Schedule;
- D. Identify any known subcontractors at the time of submission, if any, and describe the roles these subcontractors will have in the performance of the Contract. Include a completed Prime Contractor's List of All Anticipated

Subcontractors (included in **Attachment P**). Upon MSA's request, Offeror shall make available within 24 hours the subcontractor scope of work documents and/or agreement;

- E. Provide an MBE outreach plan (see Section 3.2.4);
- F. Describe the Offeror's approach to conducting the bid package development and evaluation activities. At a minimum, discuss the following:
  - a. The process for organizing and packaging the items of work;
  - b. The process for advertising and soliciting bids from trade contractors and suppliers;
  - c. The process for receiving, evaluating, and comparing bids from trade contractors and suppliers; and
  - d. The criteria used to recommend trade contractors and suppliers for incorporation into the Package Proposal.

#### **4.2.7 Other Required Submissions**

Offerors must submit the following items in the Technical Proposal:

- A. A completed Bid/Proposal Affidavit (**Attachment A**). The form must be completed by the Offeror and all joint venture partners (if applicable).
- B. A completed Conflict of Interest Information/Affidavit and Disclosure (**Attachment B**). The form must be completed by the Offeror and all joint venture partners (if applicable). By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- C. A completed MBE Form D-1A (included in **Attachment D**).
- D. A completed Corporate Profile (**Attachment I**).
- E. A completed Corporate Diversity Affidavit (included in **Attachment O**).
- F. 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.

- G. A letter from Offeror's surety company stating Offeror's bonding limits, and certifying Offeror's currently available free bonding capacity.

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

Failure to adhere to any of the following instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award.

Offeror shall submit a Financial Proposal labeled "OfferorName - CM-RFSI-FP", and including the following items:

#### **4.3.1 Financial Proposal Forms**

A sample copy of the Financial Proposal Forms is attached as **Attachment F**. Unless indicated on the form, do not amend, alter, or leave blank any items on the form, or include additional clarifying or contingent language on or attached to the form.

#### **4.3.2 Bid/Proposal Bond**

The following proposal security requirements are to be provided to MSA with the Financial Proposal:

- A. The Offeror shall furnish (include with the Financial Proposal) a completed **Attachment N – Bond Form** issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the Financial Proposal.
- B. A certified check or cash escrow may be accepted in lieu of a proposal bond. If approved by the Attorney General, an Offeror may furnish a personal bond, property bond, or bank letter of credit on certain designated funds in the face amount required for the proposal bond. Approval shall be granted only upon determination that the alternative form of security offered affords protection to MSA, equivalent to a corporate surety bond.
- C. If for any reason the Offeror to whom the Contract is awarded fails to execute the Contract within ten (10) days after notification of award, then an amount equal to the difference between the accepted price and that of the Offeror to whom the award subsequently is made shall be paid to MSA not as a penalty but as liquidated damages.

**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**

### **SELECTION PROCEDURE AND EVALUATION CRITERIA**

#### **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 next phase of the procurement.

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

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

##### **5.1.4 Step 4 – Short-list and Financial Proposals**

Based on achieved technical rankings after the conclusion of oral presentations, the Selection Committee will short-list Offerors to participate in the Financial Proposal phase

of the procurement.

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

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

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

#### **5.1.6 Step 6 – Recommendation for Award**

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

### **5.2 Evaluation Criteria**

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

#### **5.2.1 Technical Evaluation Criteria**

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

- A. Understanding of the Project and adequacy of the Work Plan to provide the proposed services;
- B. Experience and qualifications of the Offeror, subcontractors, and the Key Personnel;
- C. References of Offeror;
- D. Work Capacity of Offeror, proposed subcontractors, 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 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, and the Board of Public Works.

## **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    | MBE Searches                                              |
| Attachment F    | Financial Proposal Forms                                  |
| Attachment G    | Sample Preconstruction Agreement                          |
| Attachment H    | Sample GMP Agreement (to be issued via addendum)          |
| Attachment I    | Corporate Profile                                         |
| Attachment J    | Staffing Plan                                             |
| Attachment K    | Capacity Summary Sheet                                    |
| Attachment L    | Project Experience Form                                   |
| Attachment M    | Reserved                                                  |
| Attachment N    | Bond Forms                                                |
| Attachment O    | Corporate Diversity Addendum                              |
| Attachment P    | Prime Contractor's List of ALL Subcontractors             |
| Attachment Q    | Anticipated Project Schedule- (to be issued via addendum) |
| Attachment R    | Project Drawings and Specifications                       |
| Attachment R.1. | Schematic Design Drawings - 15%                           |
| Attachment R.2. | Schematic Design Narrative - 15%                          |