



Maryland Stadium Authority

Request for Proposals

On-Call Code Compliance Services

Various MSA Projects

Issue Date: September 22, 2026

NOTICE

Minority Business Enterprises are encouraged to respond to this Request for Proposals. Please refer to Section 1.22 of this RFP for information regarding the MBE submission and compliance requirements.

KEY INFORMATION SUMMARY SHEET

Maryland Stadium Authority

Request for Proposals On-Call Code Compliance Services Various MSA Projects

RFP Issue Date:	September 22, 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:	September 28, 2026, at 12:00 p.m. Local Time Registration link: https://us02web.zoom.us/meeting/register/RrAAOIzxR1C4FDsoDPfibQ#/registration
Questions Due Date and Time:	September 30, 2026, at 1:00 p.m., Local Time
Proposal Closing Date and Time:	October 15, 2026, at 1:00 p.m., Local Time
Project Location:	Various Project Locations throughout the State of Maryland

TABLE OF CONTENTS

KEY INFORMATION SUMMARY SHEET

TABLE OF CONTENTS

SECTION 1 GENERAL INFORMATION

SECTION 2 QUALIFICATIONS

SECTION 3 PURPOSE AND SCOPE OF WORK

SECTION 4 PROPOSAL SUBMISSION AND REQUIREMENTS

SECTION 5 EVALUATION CRITERIA AND SELECTION PROCEDURE

ATTACHMENTS

SECTION 1

GENERAL INFORMATION

1.1 Summary Statement

The Maryland Stadium Authority (“**MSA**” or the “**Owner**”) is soliciting proposals from qualified Contractors to provide code compliance services for various capital development projects (hereinafter the “**Project**”) on an as needed basis, as established in section 3 of this RFP. This RFP will be the basis for selecting code compliance Offerors that will be issued project-specific Task Orders.

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

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 code compliance services in connection with some 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(s).
- 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(s) under this RFP.
- 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 set forth in Section 3.4 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 3.4 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 five (5) years, with no 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:

Chris Deremeik
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(s) are:

Jennifer Gibbs-Keith
Fallon Armstrong

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.
 - 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 subcontractor that the parties intend to enter into contingent upon the MSA's award of the prime contract. The sub-contract agreement must contain all necessary terms, including pricing, required for the MBE to perform its proposed work and for the apparent awardee to pay the MBE for its work during the term of the agreement; and
 - D. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable sub-goals.
 - E. Further, if the selected Offeror believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully documented waiver request that complies with COMAR 21.11.03.11. If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for award. If the Project has already been awarded, the award is voidable.
9. A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are 410-865-1269, 1-800-544-6056, or TTY 410-865-1342. The directory is also available on the MDOT website at <https://marylandmdbe.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 **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 Marland 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 (see Section 1.21 "Minority Business Enterprise").
3. If an Offeror is the subsidiary of another entity, all information submitted by the Offeror including but not limited to references and financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet the minimum qualifications, if any, shall pertain exclusively to the Offeror unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent entity, stating that the parent entity will guarantee the performance of the subsidiary.
4. A performance guarantee by a parent entity of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which MSA determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Agreement, and the value of the parent's participation as determined by MSA.

1.27 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: In the technical Proposal, the Offeror may add cross-references to projects that address multiple of the items listed below.

2.1 Offeror Minimum Qualifications

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

1. Is registered to operate in the State of Maryland. Provide a copy of the certificate.
2. The Offeror shall demonstrate 5 years of experience specializing in providing code compliance services and code inspection services, and have experience applying federal, state, and local codes applicable to a project when reviewing, interpreting, inspecting and approving project related items to ensure compliance with said codes;
3. Demonstrate 5 years of significant experience participating in all phases of a project, including design review, submittal review, construction inspection and final report sign-off;
4. Demonstrate 5 years of significant experience in providing code compliance services for renovation and replacement projects of large scale public gathering venues;
5. Demonstrate 5 years of experience managing multiple projects in various stages of design and construction simultaneously, located in various areas throughout the State; and
6. Has the ability to meet the insurance requirements per Section 3.4 of the RFP.

2.2 Other Offeror Qualifications

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

2.3 Personnel Qualifications

See Section 3.2.1 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. Contractor shall provide the following services

A. Third-Party Plan Review

The scope of work for third-party plan review shall include reviewing and analyzing construction documents at the intervals identified in the “Milestone Schedule” section below to confirm compliance with applicable federal, state and local codes, as defined in the Contract document, including, but not limited to the following:

1. Applicable Codes:

- i. Maryland Building Performance Standards
- ii. International Building Code
- iii. National Electrical Code
- iv. International Fuel Gas Code
- v. International Mechanical Code
- vi. International Plumbing Code
- vii. International Property Maintenance Code
- viii. International Energy Conservation Code
- ix. Maryland Accessibility Code
- x. Local/Municipal Codes

2. Americans with Disabilities Act: Plan Reviews include full compliance with the Americans with Disabilities Act (ADA) as it applies to the Projects. Reference the ADA Accessibility Guidelines for Buildings and Facilities, the Maryland Accessibility Code, and the International Building Code for specific project requirements. Accessibility for project site and facilities will be developed in accordance with these guidelines for new construction projects, additions, alterations, renovations, and historic preservation work.

3. Milestone Schedule and Scope of Work: Specific dates will be established by the Project Team. Third-Party Plan Review schedule requirements include the following:

i. 100% Design Development Submission – Conduct a preliminary code review of the 100% Design Development submission to ensure compliance with the applicable building codes, discuss any code issues, discuss submission requirements, and to coordinate delivery of any early release packages. The project schedule will account for a two-week review and comment period. Contractor will be required to lead comment review meetings with the project team and the local jurisdictions plan reviewers.

ii. 50% Construction Document Submission – Review and analyze the 50%

Construction Document submission to ensure incorporation of corrections and comments made as part of the design development review and ensure code compliance for any new elements incorporated into the design since the previous review. Two weeks are allocated for the Contractor's review of the 50% Construction Document submission and the A/E Team's response for incorporation into the 75% CD submission. Any remaining code compliance comments will be incorporated into the 100% CD's. Contractor will be required to lead comment review meetings with the project team and the local jurisdictions plan reviewers.

iii. 100% Construction Document Submission – Review and verify that all comments from previous document reviews have been incorporated into the 100% Construction Documents. Two weeks are allocated for the Contractor's review of the 100% Construction Document submission. Certify that the design is in conformance with all applicable ADA requirements. Upon verification, the Contractor shall provide written certification of compliance along with one (1) full set of 100% Construction Documents (drawings furnished by the A/E Team) in electronic format, with each drawing page signed and sealed. Contractor will be required to lead comment review meetings with the project team and the local jurisdictions plan reviewers.

Early Packages - Projects may require early release packages in order to maintain the project schedule. Review of early packages is considered to be part of the base scope of work and are therefore not eligible for reimbursement of additional costs.

4. Plan Review Disciplines: Plan Review Services shall include review of plans and specifications for the following disciplines:

- i. Architectural (inclusive of ADA compliance evaluation)
- ii. Structural (includes review of the Geotechnical Report)
- iii. Civil (excludes erosion & sediment control)
- iv. Mechanical/HVAC
- v. Electrical
- vi. Elevator
- vii. Plumbing

5. Other Agency Reviews: Agency reviews, scheduled by MSA, outside of the Third-Party Plan Reviews include, but not limited to, the following:

- i. Maryland State Fire Marshal
- ii. Maryland State Department of the Environment

B. Third-Party Inspections

1. Third-party inspection is required during the construction phase.

2. Contractor shall assume performance of inspection hours, as provided in the specific task order, across various disciplines. On-site inspections will be performed on an as-needed basis during construction operations to confirm compliance with the 100% Construction Documents. Additional inspections may be requested by MSA if deemed necessary. The Third-Party Inspector will provide a response time of 48 hours (2 business days) or less upon MSA's request for additional inspection. The Inspector shall provide a written report certifying conformance with the Contract Documents within 2 business days of

the visit. The Contractor shall notify MSA of any observed non-conformance items within 24 hours of the site visit.

Schedule: Third-Party Inspections will be scheduled by the MSA or its authorized agent. The Contractor will perform inspections during the designated construction periods for each location. A Detailed CPM construction schedule will be provided for each task order. Once notification for a field inspection is provided by the MSA or its authorized agent, the Third-Party Inspector shall provide a response time of 48 hours (2 business days) or less.

4. Inspection Disciplines: Third-Party Inspection Services will include inspections of the following building systems:

- i. Architectural (inclusive of ADA compliance)
- ii. Civil Construction
- iii. Plumbing
- iv. Mechanical/HVAC (including any Boiler and Pressure Vessel Safety Inspection as required by the State of Maryland Division of Labor and Industry Boiler and Pressure Vessel Safety)
- v. Gas and Electric (including any required inspections by the local gas and electrical provider)
- vi. Building Construction
- vii. Elevators
- viii. Fire-stopping
- ix. Special inspections, in accordance with Chapter 17 of the International Building Code

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. Professional-In-Charge
- B. Architectural Review
- C. Structural Review
- D. Civil Review
- E. Mechanical / HVAC Review
- F. Plumbing Review
- G. Electrical Review
- H. Elevator Review
- I. Life Safety Reviewer
- J. Structural Inspector

- K. Architectural Inspector
- L. Civil Inspector
- M. Mechanical / HVAC Inspector
- N. Plumbing Inspector
- O. Electrical Inspector
- P. Elevator Inspector
- Q. Firestopping Inspector

Note: All Key Personnel listed shall have a minimum of five (5) years of experience serving in a similar capacity.

3.2.2 Maintain Certifications

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

3.2.3 Substitutions

- A. Proposed Key Personnel and other personnel shall be available to perform services as of the NTP date under this RFP, or any subsequent Task Order.
- B. Key Personnel may not be removed by the 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.

3.3 Task Orders

3.3.1 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).

3.3.2 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 Professional-In-Charge (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) Staffing augmentation 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.

3.4 Insurance Requirements

Upon Contract award, the insurance requirements are as follows:

3.4.1 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.

3.4.2 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.

3.4.3 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.

3.4.4 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.

3.4.5 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 Code Compliance 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.
- F. Acknowledgement of Offeror's understanding that the location of the work through the assigned task orders will be throughout the State of Maryland, and travel must be included in the Offeror's rates per Section 1.1 of the RFP.

4.2.4 Offeror Experience and Qualifications

The Offeror shall provide an overview of the Offeror's experience in providing code compliance 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 third party code compliance plan review and onsite code compliance inspection 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, and as listed in Section 3.1.A of the RFP.
 - F. Include a completed Prime Contractor's List of All Subcontractors (**Attachment I**).
 - G. Provide sample Plan Review and Inspection Report Forms for the following: (1) DD or 50% CD submission Plan Review example from a completed project (2) Site Inspection Report including an example from a previous project; and (3) Final Inspection Report including an example from a previous project.

4.2.5 Key Personnel Experience and Qualifications

The Offeror shall:

Include the names, titles, and resumes of the key personnel listed in section 3 of this RFP, and other personnel directly involved with managing the work that will be required under the Contract. This should include any subcontractors identified as part of the Offeror's subcontractor team. Resumes must include all relevant certifications, such as:

- A. education/degrees;
- B. registration numbers for architects and engineers registered in the State of Maryland;
- C. documented years of plan review experience;
- D. documented years of code compliance inspections;

- E. documented years of Municipal Fire inspector experience;
- F. State of Maryland Fire Marshal approved Electrical Inspector certification;
- G. National Association of Elevator Safety Authorities (NAESA) certification;
- H. Third-Party Elevator Inspector authorized by the State of Maryland Commissioner of Labor and Industry Elevator and Escalator Safety;
- I. Plumber & Gas Fitter Inspector authorized by the State of Maryland Department of Labor, Licensing, and Regulation;
- J. Boiler inspector certified through the National Board of Boilers and Pressure Vessels and by the Maryland Commissioner of Labor and Industry;
- K. Fire-stopping Inspector as certified through Intertek and/or International Firestop Council; and
- L. Any evidence of International Code Council and Continuing Education Units obtained.

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 code compliance services on an as needed basis throughout the State, 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 are protected against involuntary editing, and labeled “OfferorName - On-Call Code Compliance Services-FP”.

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, and will be so notified.

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

5.1.3 Step 3 – Short-list and Financial Proposals

Based on achieved technical rankings, 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.

5.1.4 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 Offerors 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 scope of work required under this RFP, as amended, 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 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 Offerors whose proposals are 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 Form (to be issued via addendum)
Attachment F	Sample Agreement
Attachment G	Corporate Profile
Attachment H	MBE Searches
Attachment I	Prime Contractor's List of ALL Subcontractor's
Attachment J	Project Experience Form