



STATE OF MARYLAND

**MARYLAND DEPARTMENT OF GENERAL SERVICES (DGS)
CONSTRUCTION MANAGEMENT AT RISK SERVICES
(CMAR)**

REQUEST FOR PROPOSALS (RFP)

**MARYLAND SCHOOL FOR THE DEAF (MSD) FREDERICK
CAMPUS DORMITORIES, STUDENT CENTER & SATELLITE
STUDENT HEALTH CENTER**

CMAR RFP NUMBER: A-000-201-001

EMMA BPM NUMBER: BPM053842

ISSUE DATE: 10/29/2025

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) <https://procurement.maryland.gov> should register on eMMA <https://emma.maryland.gov/>

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS
SOLICITATION.**

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF GENERAL SERVICES (DGS)
KEY INFORMATION SUMMARY SHEET**

Request for Proposals	CMAR – Maryland School for the Deaf (MSD) Frederick Campus Dormitories, Student Center, & Satellite Student Health Center
Solicitation Number:	A-000-201-001
RFP Issue Date:	10/29/2025
RFP Issuing Office:	Maryland Department of General Services (“DGS” or the “Department”)
Procurement Officer: Email: Phone Number:	Julissa Marcano 301 W. Preston Street, Room 1202, Baltimore, MD 21201 julissa.marcano@maryland.gov 410-767-0017
Proposals are to be sent to:	Submit on emma.maryland.gov under solicitation number BPM053842 To submit a proposal, offerors must first register on emma.maryland.gov . We recommend registering in advance to become acquainted with the site.
No Bid/Proposal Notice Feedback Form	*If you are not submitting a proposal for this solicitation, submit Attachment 1 (included in the eMMA solicitation attachments) with your reasons why.
Pre-Proposal Conference:	Thursday, November 13, 2025, at 10:00 A.M. Local Time, at 101 Clarke Place, Frederick MD 21701 Ely Building Seminar Room (See Attachment 4 – MSD Frederick Campus Map included in the eMMA solicitation) See Section 4.3 for additional details. See Attachment 2 (included in the eMMA solicitation attachments) to RSVP by Friday, November 7, 2025, to Attend

Scheduled Site Visit	Thursday, November 13, 2025, immediately after the Pre-Proposal Site visit address: 101 Clarke Place, Frederick MD 21701 Site visit location: Foxwell-Moylan Hall, Klipp-Redmond Hall, Faupel Hall, and the lot behind the Frederick Town Barracks (See Attachment 4 – MSD Frederick Campus Map included in the eMMA solicitation)
Questions Due Date and Time:	Tuesday, November 18, 2025, by 3:00 P.M. Local Time
Proposal Due (Closing) Date and Time:	Tuesday, December 2, 2025, by 2:00 P.M. Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid/proposal decision is made (see Attachment 1 - No Bid Notice/Vendor Feedback Form).
MBE Subcontracting Goal:	<u>Phase 1</u> – Pre-Construction Services: has no MBE subcontracting participation goal. <u>Phase 2</u> – Construction Services: has a <u>40%</u> MBE subcontracting participation goal (subgoals <u>8%</u> African-American MBE's / <u>11%</u> Women-Owned MBE's). An overall Minority Business Enterprise (MBE) subcontract participation goal of <u>40%</u> of the total contract dollar amount, including all renewal option terms, if any, has been established for Phase 2 of this procurement. The overall MBE subcontract participation goal includes the following subgoals, which have been established for Phase 2 of this procurement: <u>8 %</u> for African-American MBEs; <u>N/A</u> % for Asian-American MBEs; <u>N/A</u> % for Hispanic-American MBEs; and <u>11</u> % for Woman-Owned MBEs. Refer to Exhibit 1 for information on how goal setting was determined. Also, refer to Appendix 4 for information about the MBE program and goals.

VSBE Subcontracting Goal:	Phase 1 – Pre-Construction Services: has no VSBE subcontracting participation goal. Phase 2 – Construction Services: has a <u>5%</u> VSBE subcontracting participation goal. Refer to Exhibit 1 for information on how goal setting was determined. Also, refer to Appendix 5 for information about the VSBE program and goals.
Procurement Method:	A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.
Multiple or Alternate Bids:	Multiple or alternate Proposals will not be accepted.
Contract Type:	The contract resulting from this solicitation shall be a firm fixed-price contract for Phase 1. Pre-Construction Services and a fixed-price contract with price adjustment for Phase 2. Construction Services as defined in COMAR 21.06.03.
Contract Duration:	The anticipated duration of services to be provided under this contract is 30 months for Phase 1 Pre-Construction Services. This will be a contract for Phase 1 Pre-Construction Services, which includes the provision of the Guaranteed Maximum Price (GMP) for the construction of Residence Halls. The duration of Phase 2 Construction Services will be determined during Phase 1.
Primary Place of Performance:	101 Clarke Place, Frederick, Maryland 21701
SBR Designation:	No
Federal Funding:	No

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

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

- 1.1.1 The Offeror must hold a Maryland construction license or, if applicable, a Non-Resident construction license as required by Maryland law. The Offeror shall be licensed to operate in the State of Maryland.
 - A. A construction license must be issued in the county where the construction business has its principal place of business, or a nonresident construction license must be issued in the county where the construction business first does construction business in the State.
 - i. **Required Documentation:** As proof of meeting this requirement, the Offeror shall provide with its Proposal (Tab E), under a cover page entitled “Proof of Minimum Qualifications,” a current certificate issued by the State of Maryland evidencing the Offeror’s certification or licensure as a construction firm.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland Department of General Services (DGS or the "Department") is issuing this Request for Proposals (RFP) in order to obtain professional construction management at risk services, as defined in the Code of Maryland Regulations (COMAR) 21.05.10, for the demolition and construction of three residence halls. The residence halls will include a student center, a satellite health center, and residence life offices. One residence hall will have design flexibility to meet the changing needs of the student population, as described in the Maryland School for the Deaf (MSD) Frederick Campus Dormitories, Student Center, and Satellite Student Health Center Part I & II Program ("the Program") (See **Appendix 3**).
- 2.1.2 It is the State's intention to obtain goods and services, as specified in this RFP, from a Contract between the selected Offeror and the State.
- 2.1.3 The Department intends to make a single award as a result of this RFP. See RFP **Section 6.5 Selection Procedures** for Contract award information.
- 2.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation, and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.5 A Contract award does not ensure a Contractor will receive all or any State business under the Contract.
- 2.1.6 All documents pertaining to this project will be provided through the solicitation. If required, through an Addendum for some documentation, an NDA may be required.

2.2 Background and Purpose

- A. The proposed project consists of the demolition of three existing dormitories and the construction of three new residence halls. These new buildings will also house residential life offices, a student center, and a satellite student health center. Two new buildings will be co-located with two existing dormitories, and one new flexible-use dormitory will be sited at a different location on campus. The project is proposed to be constructed in phases so that students can continue to be housed on campus and have access to either the existing or new health and student centers without interruption during construction, with all three buildings designed simultaneously for program and architectural consistency, and to address the dormitory deficiencies most expediently. The selected Offeror will provide CMAR services as required to implement the design program and work collaboratively with the architectural design firm for the project to undergo both design and construction activities congruently. The design firm and their architectural and engineering team (the "Designer" or "A/E") have already been awarded, and design efforts are currently underway. The A/E is inclusive of the Prime firm and their subconsultants.
- B. The first step of the project consists of construction of one new, 19,650 GSF flexible use dormitory to house either girls or boys aged 14 through 21, depending on the needs of MSD.

- C. The second step of the project consists of the demolition of one dormitory and construction of a 24,250 GSF dormitory for older high school girls. The building will also house a satellite student health center which includes a waiting area, staff office, an exam room, and recovery rooms.
- D. The third step of the project consists of demolition of a second dormitory and construction of a 24,900 GSF dormitory for older high school boys. The building will also house a replacement Student Center for middle and high school student recreational activities.
- E. Following the construction of the third new dormitory, demolition of the third existing dormitory will lead to the completion of the overall project and allow construction of an outdoor open space.
- F. The A/E will be generating construction documents that will comprise all steps of demolition and construction described above in one final, complete set of construction documents. The design, however, will be completed in a sequence so that construction of the first step (the flexible use dormitory) can be started as the first in sequence while the bundle of demolitions and remaining dorms are completed in the second sequence. Note: these are the two (2) design sequences taking place under this RFP and referenced herein.

2.2.1 Project Goals

- 2.2.1.1 By utilizing the CMAR construction delivery method, in accordance with COMAR 21.05.10, it is intended and expected that the Construction Manager (CM) and the A/E shall work in the spirit of teamwork to assure the project goals and schedule are met to support the State.
- 2.2.1.2 The work and services anticipated to be required of the CM are structured into two phases:
 - A. **Phase 1 – Preconstruction Services:** Phase 1 Preconstruction Services will be performed for a fixed amount. See **Section 2.3** for the Scope of the Phase 1 Preconstruction Services. All Phase 1 Services shall comply with the requirements of the Program and the *State of Maryland DGS Design, Construction, and Energy, Project Management and Design Division, Procedure Manual for Professional Services* (See **Appendix 6**).
 - B. **Phase 2 – Construction Services:** Phase 2 Construction work is contingent on the Department accepting and agreeing to a Guaranteed Maximum Price (GMP) from the CM. If the Department does not accept the CM's GMP, the Phase 1 Contract will be concluded and the Department will not enter into a Phase 2 Contract with the CM. If the Department moves ahead with Phase 2 Construction work, the construction work will be subject to the State of Maryland DGS *General Conditions for Construction Contracts* (revised January 18, 2023) ("*General Conditions*") (See **Appendix 7**). It is anticipated that the Project Classification will be class-H-over \$15,000,000 with an expected contract value exceeding \$40,000,000 (See **Appendix 9**). The applicability of [Executive Order 01.01.2024.18](#) is under consideration by the State for construction services under Phase 2 of this project. A Project Labor Agreement, participation in Registered Apprenticeship Programs, Community Benefit Agreements, and/or community hiring, training, and/or outreach plans may be included for Phase 2 of this project.

If the Phase 1 Contract is awarded to the Offeror, this award shall serve as the Notice of Intent to Award for the Phase 2 Contract, subject to the Department's acceptance of and the Department and Offeror's agreement on a GMP for the work and the Offeror's satisfactory and timely completion of the Phase 1 Scope of Services.

2.2.2 CM Objectives

- 2.2.2.1 The Project Team consists of the Department, MSD, the A/E, and the CM. The Project Team will collaborate to deliver the project in less time, at a lower cost, and meet the project goals. The goals of the partnership are to mitigate risk, improve the construction schedule, streamline the design process, improve the decision-making process with better information, and develop a project that adheres to the budget. An important role of the CM is to evaluate the constructability of the design plans to reduce risk in all phases with innovative approaches to meet budget goals. The Department anticipates the involvement of the CM will help reduce errors in design and improve the overall constructability of the project.
- 2.2.2.2 The intent is to form and foster a partnership between the Project Team (DGS, MSD, and the A/E), and the CM. The CM's role as part of joining the Project Team shall include, but not be limited to the following:
- A. To provide the skills and knowledge to determine the tasks (work breakdown structure) needed to complete the project and estimate costs, duration, and sequence of these tasks.
 - B. To understand the availability, cost, and capacities of material, labor, and equipment.
 - C. To provide the skills and knowledge to identify potential risks (including financial risks), implement a risk management strategy, develop and monitor a Risk Register and develop methods to mitigate risks during the design process.
 - D. To provide the skills to work collaboratively with the Department, MSD, the A/E, and the project stakeholders throughout the design and construction process.
 - E. To develop and continuously update a critical path method (CPM) schedule.
 - F. To develop and formulate a subcontracting plan to integrate subcontractors, including local, small, minority, and disadvantaged businesses during the construction phase.
 - G. To participate in up to eight (8) formal design reviews at the following design milestones for the two major design sequences of work:
 - a. Design Development (DD),
 - b. 50% Construction Document Phase (CD)
 - c. 95% CD
 - d. 100% CD

- H. To develop, propose, track, and document value engineering, risk assessment, and mitigation recommendations.
- I. To facilitate workshops, if necessary, at agreed-upon milestones.
- J. To provide a minimum of four progressively refined construction cost estimates at the designated design milestones for the project.
- K. Provide constructability review and value analysis
- L. To prepare and provide GMP proposals to the Department with appropriate backup documentation for all construction, early work, and procurement packages.
- M. To coordinate with all project stakeholders in conjunction with DGS, MSD, and the A/E. This will include meetings with environmental and historical agencies, local stakeholder groups, adjacent property owners, utility companies, and the public.

2.3 Contractor Responsibilities and Tasks

The services shall be divided into two parts: Phase 1 - Preconstruction Services and Phase 2 - Construction. **The scope of this RFP is only for the Phase 1 - Preconstruction Services.**

The CM is expected to satisfactorily complete the following Services:

- A. Attend required site visits and confirm existing conditions.
- B. Participate in design meetings, as described in **Section 2.3.1**, and certify that they have reviewed all design milestone submittal documents in fulfillment of the scope of preconstruction services. The CM is not the Designer of Record and is not responsible for preparing design documents.
- C. Develop project Risk Register, including but not limited to: risk descriptions, risk causes, risk effects, likelihood, impact severity, mitigation action, risk owner, action owner, and resolution, and update the log as necessary.
- D. Provide constructability reviews and reports, as described in **Section 2.3.1**, at each milestone and attend reconciliation meetings.
- E. Develop, update, and revise CPM schedules at each milestone submittal and submit for approval.
- F. Develop the construction phasing plan, including staging and logistics review, as described in **Section 2.3.2**, and provide analysis of the project and phasing including severable construction packages.
- G. Development of construction cost estimates and studies, as described in **Section 2.3.3**, including any assumptions, contingencies and General Conditions included in the estimate.
- H. Attend reconciliation meetings for the cost estimates.
- I. Development of schedule requirements and cash flow analysis.

- J. Develop MBE, VSBE, SBE and subcontractor plans for attaining the MBE goal established for the construction phase.
- K. Provide input on materials availability and identify any long lead items.
- L. Determine an anticipated delivery schedule for major project equipment/components.
- M. Coordinate with independent third-party consultants.
- N. Identify Value Engineering and innovative ideas and provide cost savings reviews.
- O. Evaluate major systems identified in **Section 2.3.5** and make pre-design recommendations to the Department and A/E on which systems are most cost-effective.
- P. Develop scopes of services for subcontractors.
- Q. Prepare detailed meeting minutes documenting the action items and resolutions reached for all value engineering meetings and constructability review meetings, as described in **Section 2.3.1**.
- R. Review and comment on the commissioning plan to be developed for the project.
- S. Evaluate LEED Score Sheet and DGS sustainability goals and review for constructability, cost, and schedule impacts.
- T. Develop Construction Health and Safety Plan.
- U. Develop Quality Control Plan.
- V. Provide progress reports monthly.
- W. Prepare, submit, and reconcile GMP proposal(s).

2.3.1 Design Meetings

The CM shall participate in the following meetings:

- A. Regular design progress meetings shall occur approximately every two (2) weeks, starting from NTP and will continue for the entire duration of preconstruction services. Regular design progress meetings will be conducted virtually, unless agreed upon otherwise by the Department, A/E, and CM. The CM will be allowed to visit the site as necessary to fulfill the scope of services.
- B. Design review meetings after each design submission will be conducted on site and will be planned in advance in order to accommodate scheduling for MSD and their interpreter(s). At each design review meeting, the CM shall review the current construction estimate, provide a constructability review, provide value management/engineering suggestions, and provide any other pertinent information related to the construction of the project.
- C. A minimum of (3) Value Engineering meetings for each new building construction under design to facilitate a detailed discussion of the CM's value engineering analysis.
- D. A minimum of (5) Constructability meetings for each new building construction under design to facilitate a detailed discussion of the CM's Constructability analysis. Trade

Contractor scope review meetings: The CM shall organize and conduct meetings with each responsive bidder for every Trade Contract.

- E. The CM will be required to coordinate with any independent third-party consultants or contractors employed by the Department. Third-party consultants/contractors may include but are not limited to: The A/E, the Department's commissioning agent(s), and other consultants/contractors hired by the Department for the project.

2.3.2 Construction Cost Estimates

The CM shall develop project cost estimates and budgets at the completion of all design milestones for each sequence. The CM shall work closely with the A/E, MSD, and the Department throughout the design phases to understand the various aspects of the design and components of the project. The CM shall also make periodic reviews, at least monthly or as required by project demands, of the drawings and, in writing, promptly advise the Department and A/E on design decisions or elements that do not fit within the total construction budget or schedule along with potential resolutions.

- A. Cost models are to be market-based, not data-based; that is, the CM shall obtain pricing of trade work based directly on its experience in the market.
- B. The format of the cost estimate and all subsequent construction cost estimates are to be arranged in CSI Master Format numbering system based on the divisions used for the project and include line items identifying proposed alternates, General Conditions, fees, and contingency. The CM is expected to coordinate with the A/E to clearly understand the design intent and to pre-establish estimating assumptions at each phase.
- C. Contingency shall be included in the detailed estimates in two categories: (1) Design Contingency; and (2) CM Contingency. The value of the Design Contingency shall decrease at each design phase commensurate with the completeness of the project documents. The CM Contingency shall be included in the detailed estimate at each design phase, including in the GMP at the construction drawing stages.
- D. The CM is to provide a detailed construction cost estimate for each design milestone under each sequence. All cost estimate submittal requirements shall be based on the latest edition of the Association for the Advancement of Cost Engineering (AACE) International 18R-97 Cost Estimate Classification System. Submit the following milestone cost estimates:
 - a) Within thirty (30) calendar days of the receipt of DD design milestone documents, provide an AACE Class 3 cost estimate
 - b) Provide an AACE Class 2 cost estimate for the 50 percent design milestone within twenty (20) calendar days of the receipt of the 50 percent design milestone submittal
 - c) Provide an AACE Class 1 cost estimate for the 95 percent design milestone within twenty (20) calendar days of the receipt of the 95 percent design milestone submittal
 - d) Provide an AACE Class 1 cost estimate for the 100 percent PS&E design milestone within fourteen (14) calendar days of the receipt of the 100 percent PS&E design milestone submittal.

- E. The base cost model and each of the subsequent cost estimate submissions to the Department are to include a written description of the CM's methodology for developing the specific estimate submitted, characterizing any differences from previous milestone estimate(s), including any clarifications and qualifications necessary to describe the specific assumptions made by the CM in the development of the estimate and identification of all project or other documents used in the development of the cost model or as the basis for any such assumptions.
- F. In the event that the construction cost estimate exceeds the project construction budget established by the Department, the CM shall work in conjunction with the A/E and the Department to investigate cost saving ideas to maintain the project program and meet the construction cost amount without additional compensation to the CM.
- G. The cost model may include value analysis or engineering options proposed by the CM, including the associated cost savings or added costs and any benefits/disadvantages related to each option. This includes pricing of alternate design options discussed and identified by the A/E, the Department, or MSD.
- H. Prior to finalization of each cost study, the CM shall review the cost study with the A/E to confirm that the CM's understanding of the project and its components accurately represents the design intent of the A/E and that the costs and value analysis options in the cost study are appropriately representative of the A/E's design intent.
- I. The Department reserves the right to retain the services of an independent estimator to provide independent estimates of any or all design submissions. The CM's cost model and subsequent detailed construction cost estimates will be reviewed by the A/E and the Department for reasonableness and compatibility with the project Construction Cost Limit. The CM is responsible for managing the process of reconciling the two estimates, including meetings and negotiations with the Department and A/E that are necessary to explain and resolve questions and differences that may occur in any of the CSI Master Format divisions or trade packages expeditiously. In the event of disparity between the two estimates, the CM shall work with the Department and the A/E to reach a mutually agreed upon and acceptable construction cost estimate. Upon conclusion of this process, the two estimates shall be reconciled, and a revised CM cost model shall be submitted to the Department.

2.3.3 Project Schedule Development

The CM shall develop and maintain a project schedule consisting of a detailed schedule of the design/preconstruction phase services and a detailed Critical Path Method (CPM) schedule of the Construction Phase services. The schedule is to incorporate the A/E's schedule, the Department and Agency reviews and approvals, milestones, and all activities required to complete the design phase of the project. The CM shall consult the A/E, Department, governing entities, and other project stakeholders to understand all project activities, scheduling requirements and constraints, and projected timelines. Activities in the schedule shall represent the full list of the scope of work from notice to proceed through the submission and approval of the GMP. At the time of submission of the GMP, the CM shall develop a cost loaded, Level 3 schedule as defined by the latest edition of the Association for the Advancement of Cost Engineering (AACE International) Recommended Practice No. 91R-16.

- A. The project schedule shall utilize CPM using retained logic for the planning, scheduling, and reporting of the work to be performed under the Contract.
- B. The initial CPM Schedule shall be submitted within twenty-one (21) calendar days of NTP.
- C. Updated CPM schedules shall be provided to the Department and A/E at least monthly, inclusive of milestone revisions, and shall include, at a minimum, activities for: developing drawings and specifications for the various stages of design, the CM's cost study activities, preliminary project construction activities, permitting and other regulatory reviews, the value engineering and system analysis activities, key Department and project team decision dates, and project milestones.
- D. The CM shall update and monitor the schedule during the entire preconstruction/design phase to ensure that the CPM Schedule is maintained. The CM shall advise the Department immediately in writing of any deficiencies in adhering to the schedule by any party.
- E. An updated project schedule for the construction and preconstruction phases shall be submitted within fourteen (14) calendar days following each design milestone submittal. The level of detail for each project schedule, as defined by AACE International Recommended Practice No. 91R-16, is specified below for each design milestone under each sequence:
 - a. Within fourteen (14) calendar days of the receipt of DD milestone documents, provide a Level 2 project schedule
 - b. Within fourteen (14) calendar days of the receipt of 50% design milestone documents, provide a Level 2 project schedule
 - c. Within fourteen (14) calendar days of the receipt of 95% design milestone documents, provide a Level 3 project schedule
 - d. Within fourteen (14) calendar days of the receipt of 100% design milestone documents, provide a Level 3 project schedule
- F. The CM shall identify long lead items or construction activities in all CPM Schedules.
- G. The CM shall perform a cash flow analysis on each construction cost estimate and submit a cash flow report with the construction cost estimate prepared for each design milestone. The cash flow report shall provide the estimated cost of construction for every month of the Construction Phase. The CM shall provide, at the Department's request, forecasts of anticipated billings for the project. Such forecasts are for planning purposes only and shall not in any way dictate the actual billings or payments made during construction.

2.3.4 Constructability and Logistics Reviews

The CM shall work with the rest of the Project Team to review the project plans, drawings and specifications to identify the feasibility and practicality of constructing the elements depicted therein relative to any Site constraints, required tolerances, total construction budget, cost of construction of each element, general availability of specified materials and equipment, and factors that may affect construction means and methods. The CM shall provide constructability reviews of design submissions to identify errors and deficiencies,

omissions, coordination, and interdisciplinary design conflicts in the design, and to improve the design, minimizing RFIs, achieving the most cost-effective construction, eliminating added costs and negative effects on the quality of construction.

- A. The CM shall review the design documents produced by the A/E throughout the preconstruction/design phase. The CM may utilize a Building Information Modeling (BIM) model developed by the A/E and perform clash detection as a part of their constructability reviews.
- B. Provide the following after each constructability review:
 - a. A written report identifying the constructability issue(s); a description of why the issue is being identified; and the recommended approach to address/resolve the issue.
 - b. Marked up drawings and specifications as necessary to clearly convey the review comments and recommendations.
 - c. A confirmation statement indicating the CM's comments and recommendations have been implemented or addressed in the preconstruction/design phase following each review.
- C. The CM shall work with the Department and the A/E to establish the limits of construction, routes for deliveries, staging areas, parking areas for construction personnel, working hours, and any other items that affect the areas adjacent to the project site so as to limit the impact of construction activities to adjacent areas or operations while minimizing project costs given the site constraints.

2.3.5 Value Engineering/Cost Saving Development

Participate in Value Engineering efforts as required for the project to be designed and constructed within the project's Construction Cost Limit. The CM's Cost Estimator shall provide timely cost estimating services for the Value Engineering items identified for each design sequence.

- A. The CM shall prepare and furnish a Value Engineering cost analysis describing, in detail, how the CM's value engineering analysis improves the project's performance, value, and/or quality, lower construction costs, or shortens the delivery time while considering their impact on the project's overall life-cycle cost and other applicable factors.
- B. At a minimum, the following systems shall be evaluated for each design sequence:
 - a. Foundation and Structural Systems.
 - b. Building Envelope.
 - c. Vertical Transportation Systems.
 - d. Plumbing Systems.
 - e. Mechanical Systems.
 - f. Electrical Systems.
 - g. Fire Protection Systems.

- h. Building Automation/Mechanical Controls Systems.
 - i. Stormwater Management Systems.
 - j. Mass Notification System.
 - k. Security, Networking, and VOIP systems.
 - l. Sustainability/LEED
- C. The CM shall revise the Value Engineering cost analysis up to four (4) times in response to DGS review comments.

2.3.6 Quality Assurance and Quality Control Plan Development

The CM shall actively participate in the review and coordination of drawings and specifications as they are prepared to identify areas/items that may appear ambiguous, confusing, conflicting, or erroneous.

- A. The CM shall provide a report with each design milestone submittal identifying any such items and provide a recommendation of alternative solutions whenever design details affect the cost of construction and/or the project schedule.
- B. The CM shall prepare an interim Contractor Quality Control (CQC) Plan
 - a. Within fourteen (14) calendar days of the receipt of the first 95% Design Review milestone submittal, the CM shall submit the Interim CQC plan for review and approval by the Department and A/E.
 - b. The interim CQC plan shall cover all work to be performed during the first 60 calendar days of work for the construction phase.
- C. The Interim CQC Plan shall identify the CQC Plan Staff and submit the individual estimable qualifications of that Staff to the Department for approval. The CQC Plan Staff must include qualified individuals and firms responsible for the inspection and testing of on-site work. These individuals and firms must be sufficient to inspect and test all items of work under the Contract and report directly to the Quality Manager, who is the leader of the CQC Plan Staff.
- D. The CM shall prepare a Detailed CQC Plan for use during each construction phase of the project. Within fourteen (14) calendar days of the receipt of the first 100% Design Review milestone submittal, the CM shall submit the detailed CQC plan for review and approval.
- E. The CQC Plan shall be designed and administered to assure that the CM's work, including work performed by the Contractor's suppliers and subcontractors, will be in full compliance with the latest version of applicable codes, special provisions, technical specifications and contract drawings under the Contract with respect to materials, workmanship, construction, installation, finish, functional performance, testing, commissioning and identification.
- F. The CQC Plan shall encompass actions involving the selection of construction/installation material sources and suppliers, on-site and off-site fabrication of Contractor-furnished items to be included in the work, on-site and off-site production of construction materials, inspection and acceptance of State furnished

materials, work placement procedures, workmanship, inspection, testing and commissioning.

2.3.7 Project Health & Safety Plan Development

The CM's project specific Health & Safety Plan (HASP) shall fully describe its commitments for meeting its obligations to provide safe and healthful working conditions for its employees and the public, and generally contribute to and enhance safety at the project. The project specific HASP must reference standards, codes, rules, and regulations applicable to construction activities in the state and local jurisdiction/authority and the State of Maryland.

- A. Within ten (10) days of the receipt of the first 95% Final Design Review milestone submittal, the CM shall submit a written project specific HASP to the Department and A/E for approval. The Department will review or comment and may approve, disapprove, or approve conditionally the project specific HASP.
- B. As it relates to the approval of the project specific HASP, the work shall proceed as determined by the Department.
- C. The Department retains the right to prohibit the start of work until the project specific HASP is approved by the Office of Safety Quality Assurance Risk Management.
- D. If the CM fails to submit a plan or approvable plan, the CM may be held in default. A delay in submitting the project specific HASP will not constitute grounds for contract schedule extension or delay claim.

2.3.8 Risk Register

The CM shall develop a Risk Register within fourteen (14) calendar days of the receipt of the first 30% design milestone documents. At each milestone after 30%, and for both design sequences, the CM shall participate in the risk management workshop (1 workshop per milestone). The Risk Register identifies potential risks that may compromise the project's schedule or budget and recommends risk responses including mitigation strategies for each risk. The Risk Register shall be continuously monitored and updated throughout the Pre-construction phase.

2.3.9 Construction Phasing Plan

The CM shall develop a Construction Phasing Plan through coordination with the Department and A/E within fourteen (14) calendar days of the receipt of the first 95% design milestone submittals. The Construction Phasing Plan shall propose a sequence of construction for all anticipated construction phase activities necessary to complete the work within the project's cost and schedule constraints. The Construction Phasing Plan shall also identify construction staging and access needs for the project.

2.3.10 Scope Development for Trade Contractors

The CM shall coordinate and assign the work to the Trade Contractor capable of performing the work. Quality of work, efficiency, ability to meet schedule requirements, and cost must be considered. The CM shall arrange and develop package scopes of work in a manner that will ensure fulfillment of the project's procurement goals and requirements (including MBE/VSBE participation). The CM shall prepare bid packages and advertise/solicit

proposals from Trade Contractors within 10 calendar days of the receipt of the first 100% design documents.

- A. A minimum of three (3) bids shall be received for each and every bid package. The Department may request to participate in the bid review process at any time.
- B. At the conclusion of the bidding period, the CM shall provide the Department with a detailed report of each of the bids which compare the bids for each element of the work with the project budget. The report shall indicate the expected cost for each bid item and shall be regularly updated and provided to the Department.
- C. The CM shall participate in at least 50% of any MBE and VSBE outreach events held by the Department or the Office of State Procurement with the intent of encouraging MBE/VSBE participation in the bidding of the trade contracts for this project.
- D. The CM shall be responsible for organizing and conducting a scope review meeting with all responsive bidders for each bid package to ascertain the bidders' comprehension of the bid package's scope of work, to ensure that the contract scope is comprehensively being addressed by their cost proposal in compliance with the contract documents, and to verify their capability to perform the work.

2.3.11 Commissioning and Testing Plan Review

The CM will be responsible for organizing their team to fully support the overall commissioning process required for the project. The Department will be responsible for hiring the commissioning agent for the project. The Department's commissioning agent will write the commissioning plan including the pre-functional and functional checklists. During the construction phase, the CM will communicate and prepare for the commissioning phase of the project by reviewing and commenting on the development of the commissioning plan. They may hire their own independent commissioning team to coordinate their responsibilities in the commissioning process for the project. During the construction phase, the CM will be responsible for: constructing and implementing the project and associated systems/project elements; providing product submittals for review and approval; hiring a Testing and Balancing (TAB) agency; updating the construction schedule; conducting pre-functional checklists; conducting point-to-point checks; starting equipment and systems; correcting issues identified in the commissioning process; and preparing the operating and maintenance documentation and training program for the project.

2.3.12 Long Lead Items and Manufacturer's Coordination

As part of the preconstruction services, the CM shall identify the long lead items, interact with each manufacturer and develop a long lead items list, that will contribute to the deliverables, including but not limited to, Constructability review comments, Risk Register, Value Engineering analysis, Construction Phasing Plan, construction cost estimates, the GMP, and other pre-construction services. The long lead items list shall be delivered to the Department at each milestone review.

2.3.13 Sustainability

This project must comply with International Energy Conservation Code (IECC) and the Maryland High Performance Green Building Program outlined in the most recent version of the Department's Design, Construction, and Energy Division Procedure Manual for Professional Services. The Department expects to meet or exceed the Silver LEED

certification. The CM shall review the LEED score sheet, if applicable, and contribute to the project sustainability goals in conjunction with constructability.

2.3.14 Building Information Modeling (BIM) Coordination

Construction documents for this project are being developed in Building Information Modeling (BIM/Revit) and/or AutoCAD. The Department BIM guidelines will be provided to the CM. All electronic drawing and model files shall be provided to the Department. The Department shall have unlimited rights and hold final ownership of all files, data or information developed for this project. The construction model(s) shall be created as a derivative from the design model(s) for use by the A/E.

2.3.15 Guaranteed Maximum Price (GMP)

The Guaranteed Maximum Price (GMP) is the total itemized dollar amount agreed upon between the CM and the Department of General Services for the cost of construction of the project excluding the fee for pre-construction services. The GMP is generally defined as the sum total of the “cost of the construction work”, the CM Contingency, the “General Conditions fee”, and the “CM fee” which the Construction Manager agrees is the total compensation payable to the CM for performing the work in the Contract. Such work includes the entire completed construction, including all separately identified sequences/phases of construction as provided in the Contract Documents, or which may be reasonably expected to be provided as part of a complete, code compliant project, functional for its intended use as depicted in the Contract Documents.

- A. The Department intends to enter into a single GMP agreement, in accordance with COMAR regulations, with a single contractor for the construction phase of the project with clearly defined addenda for each phase of construction. This decision will be based on, in part, but not limited to, the CM’s performance during the pre-construction phase and the ability to negotiate an acceptable GMP. However, the Department reserves the right to award any part(s) or all of the construction services and to proceed with multiple GMP packages, if necessary, to construct the entire project.
- B. The GMP amount, if accepted, that will be incorporated into the construction contract amendment will be agreed to between the Department and the CM. Payment for the construction of the project will be paid through an agreed-upon work breakdown structure and the schedule of values.
- C. The GMP shall include all permitting, construction, labor, equipment and materials and all incidentals necessary to complete the work, including all items that are consistent with and reasonably inferred by the contract documents. The CM shall include a schedule of values in the GMP apportioning the GMP price for all aspects of the work. The CM will apply for permits required during the construction phase unless otherwise stated in the Contract Documents.
- D. The GMP is only subject to modification by Change Order for work directed by the Department which was not in the scope of work and not qualified as work covered by the Construction Management Contingency described in **Section 2.3.16**.
- E. (1) The CM, if approved to continue on through the construction phase of the project, will be the primary point of contact for the duration of the Contract.

- (2) The CM is responsible to construct the project within the GMP and propose solutions that will help achieve the goal of staying within the budget.
- (3) At a minimum, during the construction, the CM will:
 - a) oversee and direct the construction activities,
 - b) review the project schedule, deliverables, and estimate costs,
 - c) coordinate and direct construction workers and subcontractors, and
 - d) oversee all onsite and offsite construction activities to monitor for compliance with the contract requirements.
- (4) The CM assumes all risk with the performance of the work, including management of its subcontractors, suppliers, and any associated cost impacts over and above the GMP.
- F. If the project cannot be delivered within the budget, the Department retains the right to cancel the project, reduce the scope, or deliver the project by other means. If the Department chooses to deliver the project by other means, the selected CM will not be permitted to submit a bid.
- G. Early procurement or construction work may be considered for the acquisition of long-lead items or to complete early construction tasks that can be completed and turned over to another Contractor, should a GMP for final construction not be agreed upon. Early phases must be independent and severable from the final construction package, with a well-defined endpoint.
- H. The Department will establish a CM contingency as described in **Section 2.3.16**. The purpose of the contingency pool is to develop a budget to account for risks and unforeseen circumstances at the time of submitting a GMP. Any and all items fitting this category will be identified separately in the GMP and will be monitored for progress and cost. The Risk Register will be used, in part, to quantify risk and allocate appropriate contingency. Any and all contingencies remaining at project conclusion contract completion shall be retained by the Department.

2.3.16 Construction Management Contingency

- 2.3.16.1 The Construction Management Contingency (CM Contingency) is the amount included in the GMP which shall be used for payment of the costs incurred for work required for the project but which was reasonably unforeseen at the time the GMP was developed and which actually increases the cost of the construction work. Potential costs include, but are not necessarily limited to: refinements to the Plans or Specifications as a result of the continuing development of the design scope gaps between Trade Contractors; contract default by Subcontractors; costs of corrective work not provided for elsewhere; expediting/accelerating of the work to meet scheduled completion dates (if required); and issues related to site conditions which a reasonable and prudent CM upholding current industry best practices for a building of similar era, construction, and size would not have identified during the Part 1 Preconstruction Scope of Services required of the CM. The CM Contingency is not intended to address standard inflation, cost escalations throughout the duration of the project, unless due to a State of Emergency, or the cost of

project scope changes requested by the Department after the GMP was developed **as discussed in Section 2.3.17.**

- 2.3.16.2 Costs which are paid from the CM Contingency shall be paid as a cost of the construction work. The CM will notify the Department of the CM's intent to apply any part of the CM Contingency to any item/activity prior to any such application. The CM Contingency may be applied without the necessity of a Change Order, but only may be used with the prior review and written approval of the Department. Use of a portion of the CM Contingency does not change the GMP, but does increase the compensation to be paid the CM for the work while simultaneously and equally decreasing the amount of money remaining in the CM Contingency.
- 2.3.16.3 The Owner shall specify the procedure for the CM to request the use of any portion of the CM Contingency. The CM shall periodically report to the Owner as is mutually agreeable, but not less than monthly, specifying: the amount of the CM Contingency used, the reason for the expenditure, and the justifications for the use of the CM Contingency. All CM Contingency remaining at project conclusion shall be retained by the Department.

2.3.17 Changes in Scope

It is understood and agreed that refinement may be accomplished from time to time with respect to the Construction Documents. Adjustment in the GMP or the Scheduled Completion Date shall only be made in accordance with COMAR 21.07.02.02 and the DGS General Conditions for Construction Contracts. Nothing herein shall be construed to preclude the Department from ordering minor changes in the work not involving increases in cost, consistent with the intent of the CDs. The CM shall notify the Department and A/E in writing with detailed cost supportive data if an apparent change in scope or design will require a change in the GMP. As noted in **Section 2.3.16**, modifications to the Contract will not be made for resolution of conflicts in the CDs which are determined by the Department to be covered by the CM Contingency.

2.3.18 Trade Contractor Buy Out

- A. Trade Contractor Buy Out is defined as the difference between the submitted Trade Contractor proposed amount listed in the GMP and the executed Trade Contractor contract amount.
- B. A Buy Out Log must be maintained by the CM to track any buy out differences. The log may be developed by the CM and must be approved by the Department prior to use.
- C. The CM will only be allowed to use savings from trade contract buy outs to cover trade contract overruns under the following conditions:
 - a. The use of buy out savings to cover overruns will be allowed before trade contracts are executed or within thirty (30) calendar days from the date the contract or contract modification awarding the GMP is executed, whichever occurs first.
 - b. In the case of projects with multiple GMPs, the thirty (30) calendar days will be counted from the date that the contract modification awarding the last GMP associated with building construction is awarded.

- c. Once trade contracts are executed or the indicated time has elapsed, the only source to cover trade contract overruns is CM contingency.
- d. GMPs associated with individual trade packages where bidding is delayed or postponed, regardless of the reason, are excluded from consideration for the use of buy out savings to cover overruns (e.g., AV, FF&E, etc.). Specific approval from the Department is required for exceptional cases.
- e. Contractors shall provide proper justification and documentation supporting any trade contract overrun which requires use of buy out savings.
- f. If a trade contract overrun is close to the difference between the amount of the proposed Trade Contractor bid and the next bidder, the CM shall hold independent discussions with both bidders (or more bidders if more one bid meets this criteria) and verify that the proposed Trade Contractor offers the best value to the Department.
- g. The CM shall submit the total buy out savings proposal to the Department as soon as practical but not later than 45 calendar days from the date the last GMP associated with building construction is awarded.
- h. One hundred (100%) of the savings generated by Trade Contractor buy outs shall revert to CM Contingency.

2.3.19 Project Close-out

All data, deliverables, information, material and matter of any nature and all copies thereof in any and all forms whatsoever developed by the CM or in the CM's possession or control relating to the project is the property of the Department and shall be delivered to the Department within thirty (30) days upon completion of any of the pre-construction services performed under this Contract. In addition, all documents in progress are the property of the Department and shall be delivered to the Department within ten (10) days in the event of termination of the Contract prior to completion.

2.3.20 Standard of Performance

The CM shall perform the professional services with all respects in accordance with those usual and customary standards of professional aptitude, skill diligence which, at the time of performance of the services, commonly are followed by a CM of the highest quality and stature in the performance of the same or similar services.

- A. The approval of any material produced by the CM, in connection with the services provided in no way, relieves the CM of its responsibility for the accuracy and completeness of such documents, nor compliance with required standards, codes, ordinances, or other applicable regulations, nor compliance with the agreement and applicable law.
- B. The CM shall be responsible for the provision of all services whether provided by the CM or its consultants, agents, representatives or employees or others on behalf of the CM.

2.3.21 Document Control

Up to four copies of all work; including plans, specifications, estimates, reports, review documents, CADD or BIM files, and other deliverables shall be delivered to the Department via hard drive.

2.4 Experience and Personnel

2.4.1 Preferred Offeror Experience

The Offeror shall have a minimum of five (5) years of proven experience within the past 10 years providing Construction Management at Risk (CMAR) services, involving constructing three (3) commercial facilities of similar size and complexity with construction costs equal to or greater than \$20,000,000.00 (twenty million dollars).

- A. **Required Documentation:** The Offeror shall provide with its Proposal (Tab L), references of work performed within the past ten (10) years that collectively attest to the required years of experience providing construction management services as described in Section 2.4.1. Each reference should be limited to one page and, at a minimum, include the name of the contract amount and award date, contact name and working phone number, description of the project, summary of scope or schedule changes, modifications, and/or delays, and substantial completion date(s). The referenced projects should show a similar size, phasing, agency involvement, and/or complexity to this project. A written reference letter or user-completed questionnaire on the Offeror's past performance on the project is recommended but not required.

2.4.2 Personnel Experience

THIS SECTION IS INAPPLICABLE TO THIS RFP.

2.4.3 Number of Personnel to Propose

As part of the Proposal evaluation, Offerors shall propose up to eight (8) key personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP) Date and fulfill the requirement detailed in **Section 2.4.6**. These personnel shall be assigned for the duration of the project. Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

2.4.4 Key Personnel Identified

For the Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel and shall be required to meet the qualifications stated in **Section 2.4.5**.

The CM shall submit for review, documentation demonstrating the qualifications of individuals and/or companies being proposed for each Key Personnel Position. The Department reserves the right to direct the replacement of an individual at any time, during both the pre-construction and construction phases of the Contract.

- A. Project Executive

- B. Construction Project Manager
- C. Superintendent
- D. Quality Control Manager
- E. Project Engineer
- F. Safety Manager
- G. Cost Estimator
- H. Scheduler

2.4.5 Contractor Personnel Experience Equivalency (including Key Personnel submitted in response to this RFP)

The following experience is expected and will be evaluated as part of the Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

- A. Project Executive: The Project Executive shall demonstrate experience in a similar role in up to five (5) projects, at least one (1) of which shall involve constructing commercial facilities with construction costs equal to or greater than \$20,000,000.00.
- B. Construction Project Manager: The Construction Project Manager shall demonstrate experience in a similar role in up to five (5) projects, at least one (1) of which shall involve constructing commercial facilities showing similarities to the scope of this project.
- C. Superintendent: The Superintendent(s) shall demonstrate experience in a similar role in up to five (5) projects, at least one (1) of which shall involve constructing commercial facilities showing similarities to the scope of this project. Explain specific experience estimating early design concepts and options, Value Engineering and reconciliation of estimates.
- D. Quality Control Manager: The Quality Control Manager shall have a minimum of five (5) years of construction experience in a similar role overseeing and enforcing construction quality control practices for commercial facilities showing similarities to the scope of this project. This person shall not be considered for another Key Personnel role on this project.
- E. Project Engineer: Project Engineers do not need to be identified until the construction phase starts. Their names and resumes shall not be included in the technical proposal. However, their resumes shall be submitted before they start working on the project. The following are the minimum requirements for a Project Engineer: 1) College degree in Architecture, Engineering or related field and experience on a similar role in one (1) Project of similar complexity; or 2) Experience in a similar role in four (4) projects of similar size and complexity in lieu of the indicated college degree.
- F. Safety Manager: The Safety Manager shall have a minimum of five (5) years of construction experience overseeing and enforcing construction health and safety practices for commercial facilities showing similarities to the scope of this project. The Safety Manager shall demonstrate that they have prepared detailed construction health and safety plans for large commercial projects; commercial project experience

with hazardous materials handling, abatement, or disposal is preferred. The Safety Manager shall have OSHA-30 hour certification, OSHA #2015 or OSHA 40-hour certification, OSHA #7505, and OSHA #7515. This person shall not be considered for another Key Personnel role on this project.

- G. Cost Estimator: Cost Estimator shall demonstrate experience in a similar role during the pre-construction phase in five (5) CM at Risk projects, two (2) of which shall be similar to the main characteristics of the proposed project.
- H. Scheduler: The Scheduler shall have five (5) years minimum experience in CPM schedules for construction work of a constructing commercial facilities showing similarities to the scope of this project. This person shall not be considered for another Key Personnel role on this project.

2.4.6 Contractor Personnel Maintain Certifications

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

2.5 Substitution of Personnel

2.5.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.
- C. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order request and Work Order, if issued.

2.5.2 Definitions

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

2.5.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 2.5.4**.

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

2.5.4 Replacement Circumstances

A. Directed Personnel Replacement

- 1) The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Maryland Department of General Services policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **2.5.4.A.2**.
- 2) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.

- 3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
- 4) Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- 5) If the Contract Monitor determines to direct substitution under **2.5.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- 6) In circumstances of directed removal, the Contractor shall provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

- 1) To replace any Key Personnel in a circumstance other than as described in **2.5.4.A**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 2.5.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

C. Key Personnel Replacement Due to Sudden Vacancy

- 1) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 2.5.4.B.1**.
- 2) Under any of the circumstances set forth in this paragraph C, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 2.5.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

D. Key Personnel Replacement Due to an Indeterminate Absence

- 1) If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of

continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 2.5.3**.

- 2) However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

2.5.5 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

2.6 Supplemental Category of Work Requirements and Responsibilities

2.6.1 Deliverables

A. Deliverable Submission

- 1) For every deliverable, the CM shall request the Contract Monitor DGS Project Manager during pre-construction and Resident Engineer during the construction phase) to confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt. For every deliverable, the CM shall submit to the Contract Monitor, by e-mail, a downloadable link to the deliverable's location.
- 2) Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project or Microsoft Visio within two (2) versions of the current version. At the Contract Monitor's discretion, the Contract Monitor may request one hard copy of a written deliverable.
- 3) A standard deliverable review cycle will be developed and agreed-upon between the State and the CM. This review process is entered into when the CM completes a deliverable.
- 4) For any written deliverable, the Contract Monitor may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.6.3, Minimum Deliverable Quality. Drafts of each final deliverable, except status reports, may be required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where

this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.6.3 Minimum Deliverable Quality**.

2.6.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable.
- B. The Contract Monitor shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Monitor is responsible for coordinating comments and input from various team members and stakeholders. The Contract Monitor is responsible for providing clear guidance and direction to the CM in the event of divergent feedback from various team members.
- C. The Contract Monitor will issue a notice of acceptance or rejection of the deliverable to the CM.
- D. In the event of rejection, the Contract Monitor will formally communicate in writing any deliverable deficiencies or non-conformities to the CM, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the CM to address the deficiencies. The CM shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

2.6.3 Minimum Deliverable Quality

The CM shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State. Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Structural errors such as poor grammar, misspelling, or incorrect punctuation must be corrected prior to the final deliverable submission.
- H. Must contain the date, author, and page numbers. When applicable, must include a revision table/history.

2.6.4 Security Requirements

The following requirements are applicable to the Contract:

2.6.4.1 Employee Identification

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

2.6.4.2 Security Clearance / Criminal Background Check

- A. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
 - a. A criminal background check for any Contractor Personnel providing on-site services shall be completed prior to each Contractor Personnel providing any services under the Contract.
 - b. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in **Section 2.4.4**. This check may be performed by a public or private entity.
- B. The Contractor shall provide the Contract Monitor with certification of completion of the required criminal background check described in this RFP for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
 - a. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final.
 - b. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed and documented by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);

- 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - 5) §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - 6) a crime of violence as defined in CL § 14-101(a).
- C. Contractor Personnel that would have access to systems supporting the State or to State data who have been convicted of a felony or convicted of a crime involving telecommunications and electronics or convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on the Contract.
- D. A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

2.6.4.3 On-Site Security Requirement(s)

THIS SECTION IS INAPPLICABLE TO THIS RFP.

2.6.4.4 Bid/Proposal Bond Notice.

- A. Solicitations for construction contracts reasonably expected by the procurement officer to exceed \$100,000 shall contain notice of bid/proposal security requirements (See COMAR 21.06.07).
- B. Solicitations for all other contracts reasonably expected by the procurement officer to exceed \$50,000 and for which the Bid/Proposal Bond Attachment is included, the bid/proposal security requirements are required.
- C. Notwithstanding A and B of this section, notice of bid/proposal security is required if a federal law or a condition of federal assistance for the contract requires it.

2.6.4.5 Construction Contract Retainage

See COMAR 21.06.06.01.

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3 Standard Terms and Conditions

3.1 Contract Initiation Requirements

Once all approvals have been obtained and the Contract is fully executed, the Procurement Officer may schedule a kickoff meeting to be held prior to commencement of Contract performance.

3.2 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor at the end of the contract term or upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner and shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition. Additional instructions regarding transition services may be provided in the event of a Notice of Termination issued by the State.

3.3 Invoicing

Refer to Section 9 - Payments and Completion of **Appendix 7** in the General Conditions.

3.3.1 Travel Reimbursement

- A. There shall be no reimbursement for Routine Travel. Contractor shall not be reimbursed for Non-Routine Travel without prior Contract Monitor approval.
- B. Routine Travel is defined as travel within a 50-mile radius of the DGS project's base location, as identified in the RFP, or the Contractor's facility, whichever is closer to the consulting or work site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Contractor's facility.
- C. Non-routine Travel is defined as travel beyond the 50-mile radius of the Department's base location, as identified in the RFP, or the Contractor's facility, whichever is closer to the consulting or work site. Non-routine Travel will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: www.DBM.maryland.gov - search: Fleet Management. If Non-Routine Travel is conducted by automobile, the first 50 miles of such travel will be treated as Routine Travel and will not be reimbursed. The Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius, only if so specified in the RFP or Work Order.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

Not applicable to CM Pre-Construction Services solicitation; to be determined as applicable to GMP contract modification.

3.4.2 Liquidated Damages other than MBE

Not applicable to CM Pre-Construction Services solicitation. Liquidated Damages will be assessed and determined for applicability based on the CM's GMP and included with the GMP contract modification.

3.5 Problem Escalation Procedure

- 3.5.1 No later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier, the Contractor must provide, and thereafter, maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes and must include:
- A. Contact information
 - B. The process for establishing the existence of a problem;
 - C. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - D. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
 - E. Expedited escalation procedures and any circumstances that would trigger expediting them;
 - F. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - G. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - H. A process for updating and notifying the Contract Monitor of any changes to the PEP.
 - I. The PEP must be updated within ten (10) Business Days after any change in circumstance which changes the PEP but not less than annually within ten (10) Business Days after the start of each Contract year.
- 3.5.2 Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.6 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.7 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

- 3.7.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 3.7.2 Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:
http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

3.8 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor’s Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, **Section 30** “Prompt Pay Requirements” (see **Exhibit 2 - Sample Contract**). Additional information is available on GOSBA’s website at: <http://www.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

3.9 Federal Funding Acknowledgement

This Contract does not contain federal funds.

3.10 Conflict of Interest Affidavit and Disclosure

- 3.10.1 The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with its Proposal.
- 3.10.2 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.
- 3.10.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 3.10.4 Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Bid in violation of this provision shall be classified as “not responsible.”

3.11 Non-Disclosure Agreement

3.11.1 Non-Disclosure Agreement (Bidder/Offeror)

Certain confidential information is necessary to disclose to potential Offerors before Offerors can submit their proposals and may be available for potential Offerors to obtain electronically or to review hard copies at a location identified by the Procurement Officer. If such confidential information is identified, Offerors are required to sign a Non-Disclosure

Agreement in the form of **Attachment 3 – Non-Disclosure Agreement (Bidder/Offeror)** (https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-3.-Non-Disclosure-Agreement-Bidder_Offeror.pdf) prior to the confidential information being provided by the Procurement Officer.

3.11.2 Non-Disclosure Agreement (Contractor)

A Non-Disclosure Agreement (Contractor) is not required for this procurement.

3.12 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations website for Maryland Healthy Working Families Act Information: <https://dllr.state.md.us/paidleave/>.

3.13 The State of Maryland’s Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

3.13.1 [Maryland’s State Finance & Procurement Article §14-410](#) defines environmentally preferable purchasing as “the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose.” Accordingly, Offerors are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.13.2 The State of Maryland requires, at a minimum, from the Contractor annual sales data over the life of this contract; the State also reserves the right to request quarterly sales data over the life of this contract. The report shall include at a minimum, details about the third-party sustainability certifications and other environmental attributes of products and services sold on this price agreement per the contract specifications. To facilitate consistent reporting on this contract, the Contractor will be provided with a VENDOR GREEN SALES REPORT template from the Green Purchasing Committee (GPC), the Office of State Procurement (OSP) or the Department of General Services (DGS)

3.13.3 All environmental benefit claims made by the Contractor concerning products or services offered on this contract must be consistent with the Federal Trade Commission’s Guidelines for the Use of Environmental Marketing Claims.

3.14 Insurance Requirements

Refer to **Section 10 - Insurance Requirements** of **Appendix 7** of the General Conditions.

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4 Proposal Submission Information and Instructions

4.1 eMaryland Marketplace Advantage (eMMA)

- 4.1.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, Pre-Proposal Conference (Conference) summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.1.2 To receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.2 Electronic Means

- 4.2.1 The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:
 - A. Submission of Bond documents determined by the State to require original signatures; or
 - B. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.
- 4.2.2 Any e-mail transmission is only authorized to the email addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.
- 4.2.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

4.3 Pre-Proposal Conference

- 4.3.1 If a Conference will be held, the date, time, and location is indicated on the **Key Information Summary Sheet**. Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE participating goal, failure to attend the Conference will be taken into consideration as part of the evaluation of a offeror's good faith efforts if there is a waiver request.
- 4.3.2 It is highly recommended that all Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the RFP requirements and the socio-economic goals for this solicitation.
- 4.3.3 MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.
- 4.3.4 In order to assure adequate accommodations at the Conference, please email the completed **Attachment 2** for those expected to attend the Conference to the Procurement Officer no

later than the time and date indicated on the **Key Information Summary Sheet**. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. Reasonable effort will be made to provide such special accommodation.

- 4.3.5 If the Conference is in person, attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

4.4 Questions

- 4.4.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title for this RFP, must be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified in the **Key Information Summary Sheet**. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.
- 4.4.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMMA.
- 4.4.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the State unless it issues an amendment to the solicitation in writing.

4.5 Proposal Due (Closing) Date and Time

- 4.5.1 Proposals must be received by the Procurement Officer no later than the Proposal due date and time indicated on the **Key Information Summary Sheet** to be considered. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after that date will not be considered. Requests for extension of this date or time shall not be granted.
- 4.5.2 For Proposals accepted via email, the time stamp to indicate receipt of the Proposal by the State, is the posted date and time in the Procurement Officer's email inbox.
- 4.5.3 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the **Key Information Summary Sheet** for receipt of Proposals.
- 4.5.4 Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.
- 4.5.5 Potential Offerors not responding to this solicitation are requested to submit the "No Bid/Proposal Notice/Vendor Feedback" form **Attachment 1**, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Economy of Preparation

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

4.7 Public Information Act Notice

- 4.7.1 The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.3.2. Table A, Tab B** “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 4.7.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.8 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.9 Duration of Proposals

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer’s request only with the Offeror’s written agreement.

4.10 Revisions to the RFP

- 4.10.1 All revisions to the RFP before the due date for Proposals will be published in an addendum to the RFP and posted on eMMA and reasonable effort will be made to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It is the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.10.2 Offerors shall acknowledge receipt of all addenda to this RFP issued before the Proposal due date in the Transmittal Letter accompanying the Offeror’s Technical Proposal.
- 4.10.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.10.4 Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.10.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.11 Cancellations

- 4.11.1 This RFP may be cancelled as provided in COMAR 21.06.02.02.
- 4.11.2 The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.11.3 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.11.4 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.11.5 If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.12 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.13 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.14 Offeror Responsibilities

- 4.14.1 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work. Offerors must be able to provide all goods and services and meet all of the requirements requested.
- 4.14.2 If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified using Attachment D or Attachment E as appropriate. Guidance for completing the Attachments is provided in the appropriate Appendix or Appendices to this RFP (see “**Appendix 4 - MBE Participation Goal**” and “**Appendix 5 - VSBE Participation Goal**”).
- 4.14.3 If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet 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 organization, stating that the parent organization will guarantee the performance of the subsidiary.

- 4.14.4 A parental guarantee of the performance 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 the State 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 Contract, and the value of the parent's participation as determined by the State.

4.15 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Exhibit 2 – Sample Contract**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The State reserves the right to accept or reject any exceptions.**

4.16 Compliance with Laws/Arrearages

- 4.16.1 By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.
- 4.16.2 By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.17 Verification of Registration and Tax Payment

- 4.17.1 Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at 123 Market Place Baltimore, MD 21202. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.
- 4.17.2 It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.18 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

- 4.18.1 In connection with a procurement contract a person may not willfully:
- A. Falsify, conceal, or suppress a material fact by any scheme or device;

- B. Make a false or fraudulent statement or representation of a material fact; or
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

4.18.2 A person may not aid or conspire with another person to commit an act under this section.

4.18.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

4.19 ELECTRONIC TRANSACTION FEE

4.19.1 Contractor shall pay an electronic transaction fee to the State in the amount of one percent (1%) of the total contract sales. The electronic transaction fee is calculated based on all sales transacted under the contract, minus any returns or credits. The electronic transaction fee shall not be charged directly to the customer, e.g., as a separate line item, fee or surcharge, but shall be included in the contract's unit prices.

4.19.2 The electronic transaction fee shall be submitted to the Office of State Procurement:

Department of General Services, Fiscal Services Division

301 W. Preston Street, Room 1309

Baltimore, MD 21201

ATTENTION: For the Office of State Procurement

No later than Forty-five (45) calendar days after the end of each reporting period along with a Monthly Usage Report documenting all contract sales. An Excel version of the Monthly Usage Report shall be emailed to: dgs.statewidecontractsusagereport@maryland.gov.

4.19.3 Failure to remit transaction fees in a timely manner or remittance of fees inconsistent with the contract's requirements may result in the State exercising all recourse available under the contract, including, but not limited to, a third-party analysis of all contract activity.

4.19.4 Prior to Award, Contractors will be asked to confirm in writing that their unit prices include the one percent (1%) electronic transaction fee.

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5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

- A. Volume I – Technical Proposal
 - i. Technical Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.
- B. Volume II – Financial Proposal
 - i. Financial Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.

5.2 Proposal Delivery and Packaging

- 5.2.1 Proposals delivered by courier, postal service, facsimile, or email shall not be considered.
- 5.2.2 Pricing information shall not be included in the Technical Proposal. Pricing information shall not be included on the media submitted in the Technical Proposal.
- 5.2.3 Proposals shall only be accepted via the State’s internet-based electronic procurement system, eMMA.
- 5.2.4 The Procurement Officer must receive all electronic Proposal materials by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
- 5.2.5 Offerors shall provide their Proposals in two separate envelopes through eMMA following the Quick Reference Guides (QRG) labeled “5 - eMMA QRG Responding to Solicitations (RFP)” for double envelope submissions.
- 5.2.6 Two Part (Double Envelope) Submission:
 - A. Technical Proposal consisting of:
 - 1. Technical Proposal in searchable Adobe PDF format, and
 - 2. a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.7**), and
 - B. Financial Proposal consisting of:
 - 1. Offerors shall complete the eMMA Pricing Sheet.
 - 2. Offerors shall complete the General Conditions Fee for Construction Phase Services – Summary Worksheet Attachment.

5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Only include pricing information in the Financial Proposal (Volume II).

- 5.3.1 In addition to the instructions below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1

Response . . .; “Section 2.2.2 Response . . .”). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

5.3.2 Attachments, Documents, and Information Required with the Technical Proposal (Table A)

The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a **TAB** as detailed below:

Attachments A through E = Proposal will be rejected if the required Attachment is not submitted or is inaccurate or incomplete.

Attachments F through R = Proposal may be rejected if the required Attachment is not submitted or is inaccurate or incomplete.

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab A		Title Page and Table of Contents The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.
Tab B		Claim of Confidentiality (If Applicable) Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 4.7 “Public Information Act Notice”). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included. Otherwise, note under TAB B - “Not applicable”.

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab C	F	Bidder/Offeree Information Sheet https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Offeree-Information-Sheet.pdf
Tab D		Executive Summary & Acknowledgement of all addenda to this RFP. The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary. In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see Section 4.14 “Offeror Responsibilities”). The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Exhibit 2), or any other exhibits, appendices, supplementals, or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. Exceptions to terms and conditions, including requirements, may result in having the Proposal determined to be unacceptable or classified as not reasonably susceptible of being selected for award or the Offeror determined to be not responsible.
Tab E		Minimum Qualifications The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP Section 1. If references are required in RFP Section 1, those references shall be included in Attachment L.

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab F		Offeror Technical Response to RFP Requirements and Proposed Work Plan The Offeror shall address each RFP requirement (RFP Section 2) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in Section 2 in order and shall contain a cross reference to the requirement. The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP for Preconstruction Services, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP Section 2, Contractor Requirements: Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan. Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal. The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab F		in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in Section 3.5. Other information as requested for Tab F in the Supplemental.
Tab G		Experience and Qualifications of Proposed Staff The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in Section 2.4. Specifically, the Offeror shall: - Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. - Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. - Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). If proposed personnel are included, offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 2.5.5). - Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab G		If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.
Tab H		Offeror Qualifications and Capabilities The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in Section 2.4.1. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information: - The number of years the Offeror has provided the similar goods and services; - The number of clients/customers and geographic locations that the Offeror currently serves; - The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract; - The Offeror's process for resolving billing errors; and - An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.
Tab I	L	Reference Checks Each reference shall be from a customer for whom the Offeror has provided goods or services within the most recent past TEN YEARS https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-L.-Reference-Checks.pdf

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab J	M	List of Current or Prior State Contracts Attachment M can be downloaded from the attachments in the eMMA solicitation
Tab K		Financial Capability The Offeror must include in its Bid a commonly-accepted method to prove its fiscal integrity. If available, the Offeror <u>shall include</u> Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred). In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response: • Dun & Bradstreet Number and Rating; • Standard and Poor's Rating; • Lines of credit; • Evidence of a successful financial track record; and • Evidence of adequate working capital.
Tab L		Certificate of Insurance The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. (The current insurance types and limits do not have to be the same as described in Section 3.14, but would be the required insurance certificate submission for the apparent awardee.)

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab M	P	<u>Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract</u> The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP. https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-P.-Prime-Contractor-List-of-ALL-Subcontractors.xlsx
Tab N	N	Legal Action Summary This summary shall include: • A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action; • A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years; • A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and • In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court. https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-N.-Legal-Action-Summary.pdf

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab O		Economic Benefit Factors If Section 6.2.4 Economic Benefit to State of Maryland are required as an evaluation criterion, see Appendix 8 for guidance.
Tab P	A	Bid/Proposal Affidavit A Bid submitted by the Offeror must be accompanied by a completed Bid/Proposal Affidavit. https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf
Tab P	C	Proof of Bonding Capacity The Offeror shall demonstrate its bonding capacity and ability to obtain sufficient bonds to bond Phase II construction services for this project. Required Documentation: As proof of meeting this requirement, the Offeror shall provide a current-dated letter from the Offeror’s bonding company stating that the bonding company will bond the Offeror for performance and payment bonds for Phase II-Construction and identifying the Offeror’s bonding capacity.
	D	Minority Business Enterprise (MBE) D-1A Form Phase 1 - Preconstruction Services: N/A for Phase 1 with Initial Proposal Submission Phase 2 - Construction Services: Letter Acknowledging MBE Goal from offeror The offeror must submit a letter on the company’s letterhead acknowledging that Phase 2 – Construction Services has a 40% MBE subcontracting participation goal (with subgoals of 8% African-American MBEs and 11% Women-Owned MBEs) and committing to achieving the overall goal and subgoals by utilizing certified minority business enterprises.

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab P	E	Veteran-Owned Small Business Enterprise (VSBE) E-1, E-1A and E-1B Form Phase 1 - Preconstruction Services: N/A for Phase 1 with Initial Proposal Submission Phase 2 - Construction Services: Letter Acknowledging VSBE Goal from offeror The offeror must submit a letter on the company's letterhead acknowledging that Phase 2 – Construction Services has a 5% VSBE subcontracting participation goal and committing to achieving the overall goal by utilizing certified VSBE's.
		Maryland Living Wage Requirements Affidavit of Agreement N/A
		Federal Funds Attachments N/A
		Conflict of Interest Affidavit and Disclosure https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf <i>Note: If this solicitation will result in the “selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract” the Offeror shall provide this Affidavit and other times as requested by the Procurement Officer.</i>
Tab Q	J	Mercury Affidavit N/A

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab Q	K	Location of the Performance of Services Disclosure N/A
	O	Payment of Employee Healthcare Expenses Certification https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf
	Q	Labor Resume Form N/A
	R	Corporate Diversity Addendum https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-R.-Corporate-Diversity-Addendum.pdf This addendum is required to be submitted with a BID or PROPOSAL when the contract award is estimated to be <u>\$1,000,000 or more.</u> <i>Note: This document is for data collection only.</i>

5.4 Volume II – Financial Proposal

TABLE A (Continued) - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Financial Proposal		The complete Financial Proposal for Phases 1, 2, and the Construction Management Profit for Construction Services is submitted through the eMMA pricing grid within the eMMA pricing subtab eMMA Quick Reference Guide - Responding to Solicitations - RFP (Vendor) Omit all pricing information from the Technical Proposal.
Additional Financial Proposal Requirement	B and Appendix 2	- Provide a breakdown of your Phase 2 – General Conditions Fee and Construction Management Profit for Construction Services fee by completing Attachment B - Phase 2 –Financial Proposal Worksheet The Price Form must be completed, signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Price Form (See Appendix 2 for specific Price Form Instructions.) Failure to adhere to any of the instructions included in the price form may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the State. Upload the above attachments to your eMMA Financial Envelope. eMMA Quick Reference Guide - Responding to Solicitations - RFP (Vendor)

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6 Evaluation and Selection Process

6.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Maryland Department of General Services reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

6.2.1 Offeror’s Technical Response to Requirements and Work Plan

The State prefers the Offeror’s Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as “concur” or “will comply” will receive a lower ranking than those Proposals that address and demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Experience and Qualifications of Proposed Staff

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors

6.2.4 Economic Benefit to State of Maryland (See **Appendix 8. Economic Benefit Factors)**

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest price (most advantageous) to the highest price (least advantageous) based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on the eMMA Pricing Sheet.

6.4 Reciprocal Preference

6.4.1 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:

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and

D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.5.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1, E-1A & E-1B**) is included and is properly completed, if there is a VSBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.

- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
Offerors may only perform limited substitutions of proposed personnel as allowed in Section 2.5 (Substitution of Personnel).

6.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award RFP Attachments (Table B)

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in **TABLE B - Documents Required upon Notice of Recommendation for Contract Award** below.

TABLE B - Documents Required upon Notice of Recommendation for Contract Award	
Attachment	Attachment Name
	Problem Escalation Procedure The Offeror shall provide a draft Problem Escalation Procedure (PEP) as indicated in Section 3.5.
	Evidence of meeting insurance requirements The Offeror shall provide a copy of the certificate of insurance showing the types, limits of insurance, and requirements as described in Section 3.14.
	Contract
S	Non-Disclosure Agreement (Contractor) N/A for Phase I
T	HIPAA Business Associate Agreement N/A

TABLE B - Documents Required upon Notice of Recommendation for Contract Award	
Attachment	Attachment Name
U	Contract Affidavit https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf
V	DHS Hiring Agreement N/A for Phase I
W	Performance Bond N/A for Phase I
X	Payment Bond N/A for Phase I
Y	Date Use Agreement N/A

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7 RFP Appendices and Exhibits

The Appendices and Exhibits listed below in Tables C and D are reference documents needed to assist the offerors in preparing their proposals in response to this solicitation. If a specific Appendix or Exhibit is not required for this solicitation, it is listed in the tables as “Not applicable” or “N/A”.

7.1 Appendices (Table C)

TABLE C - APPENDICES	
Appendix #	Appendix Name
1	Abbreviations and Definitions (included in eMMA solicitation attachments)
2	Price Form Instructions (included in eMMA solicitation attachments)
3	MSD Frederick Campus Dormitories, Student Center, and Satellite Student Health Center Part I & II Program (included in eMMA solicitation attachments)
4	MBE Reports and Participation Goal (included in eMMA solicitation attachments)
5	VSBE Reports and Participation Goal (included in eMMA solicitation attachments)
6	Procedure Manual for Professional Services https://dgs.maryland.gov/Documents/ofp/Manual.pdf
7	State of Maryland DGS General Conditions for Construction Contracts https://dgs.maryland.gov/Documents/ofp/GeneralConditionsforConstruction2022.pdf
8	Economic Benefit to State of Maryland (included in eMMA solicitation attachments)
9	Department of General Services Instructions to Bidders for Construction Projects (included in eMMA solicitation attachments)

7.2 Exhibits (Table D)

TABLE D - Exhibits	
Exhibit #	Exhibit Name
1	MBE, VSBE, and SBR Research Factors Template (included in eMMA solicitation attachments)
2	Sample Contract (included in eMMA solicitation attachments)