



Request for Proposals

Design-Build Services

Regency Furniture Stadium Improvements

Issue Date: April 04, 2024

NOTICE: A prospective Offeror that has received this document from a source other than eMaryland Marketplace Advantage (eMMA) <https://procurement.maryland.gov> should register on eMMA. See Section 1.8.

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

Request for Proposals

Design-Build Services

Regency Furniture Stadium Improvements

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| RFP Issue Date: | April 04, 2024 |
| Procurement Officer: | Christian Kramer Maryland Stadium Authority 351 West Camden Street, Suite 300 Baltimore, Maryland 21201 Phone: 443-202-3885 E-mail: ckramer@maryland.gov |
| Procurement Method: | Competitive Sealed Proposals |
| MBE Participation Goal: | Design Services: Overall Goal: 10% Pre-Construction Services: Overall Goal: 15% |
| Pre-Proposal Conference: | April 11, 2024 at 12:00pm Local Time Web Conference Registration link: https://us02web.zoom.us/meeting/register/tZckc-CurDgtG9TcXp0XxkA6434yM_oIT4Nv |
| Site Visit: | April 18, 2024 at 10:30am Local Time Regency Furniture Stadium 11765 St. Linus Drive Waldorf, MD 20602 Registration link: https://www.eventbrite.com/e/site-visit-rfp-db-services-regency-furniture-stadium-improvements-tickets-876713923947?aff=oddtcreator |
| Questions Due: | April 19, 2024 at 10:00am Local Time Submission link: https://mdstad.sharefile.com/r-r03770eed0ae542f8983f068ed193da41 |
| Proposals Due: | April 30, 2024 at 1:00pm Local Time Technical Proposal Submission link: https://mdstad.sharefile.com/r-rf2359ff804ec4590b2911b20048650d8 Financial Proposal Submission link: https://mdstad.sharefile.com/r-r3d80a35caae44fe39371c4e70ea5797b |

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SECTION 1

GENERAL INFORMATION

1.1 Summary Statement

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

MSA is issuing this solicitation to select a highly qualified firm to provide design/build services related to the improvements for Regency Furniture Stadium. The stadium is located in Waldorf, MD and is the home of the Southern Maryland Blue Crabs (an Atlantic League Professional Baseball team).

1.2 Abbreviations and Definitions

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

- a. Agreement – The written contract entered into by MSA and the selected Offeror responding to this RFP. The Agreement will include all general MSA terms and conditions, and will incorporate the entire RFP, including any addenda, and all or indicated portions of the selected Offeror’s proposal. A sample of the Agreement is attached hereto as Design-Build Contract Agreement, **Attachment J**.
- b. Architect/Engineer (“A/E”) – The Design-Builder’s design team responsible for providing professional engineering, architectural, and design services for the Project.
- c. Client – County Commissioners of Charles County.
- d. COMAR - Code of Maryland Regulations (available at <http://www.dsd.state.md.us>).
- e. Design-Build Contract Agreement – The contract entered into between the Maryland Stadium Authority and the Design-Builder for the execution of the Project. The Agreement is attached hereto as **Attachment J** and includes all general MSA terms and conditions, the

entire RFP, any amendment(s), and all or indicated portions of the Offeror's Proposal.

- f. Design-Builder – The design/build Offeror selected for Contract award under this RFP. Also referred to as the “Contractor”.
- g. eMMA - eMaryland Marketplace Advantage (<https://emma.maryland.gov>).
- h. Local Time – Time in the Eastern Time Zone as observed by the State.
- i. MBE –Minority Business Enterprise certified by the Maryland Department of Transportation (“MDOT”).
- j. MSA – Maryland Stadium Authority (<http://www.mdstad.com>).
- k. MSA Business Hours – 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays and official State closures.
- l. MSA Procurement Policies – MSA procurement policies and procedures (available at <http://www.mdstad.com>).
- m. Notice to Proceed (hereinafter “NTP”) – A formal notification issued by the Procurement Officer that directs the successful Offeror to perform work and establishes the date on which the work is to commence on the Project.
- n. Offeror - An individual or entity, regardless of legal status or organization, that submits a Proposal in response to this RFP. The Offeror is the individual or entity that will be executing the Contract with MSA.
- o. Owner – Maryland Stadium Authority.
- p. Procurement Officer (“PO”) – The MSA representative responsible for this RFP. MSA may change the Procurement Officer at any time and will provide written notice to the Offerors of any such change.
- q. Project – The design and construction of the Regency Furniture Stadium Improvements.
- r. Project Manager (“PM”) – The MSA representative primarily responsible for monitoring the daily activities associated with, and providing technical guidance for, the Project. The Project Manager is the point of contact, post-award, who will assign work and to whom invoices will be submitted. MSA may change the PM at any time by written notice to the Design-Builder.

- s. Project Team – The Design-Builder, MSA, Southern Maryland Blue Crabs, and Client.
- t. Proposal - The submission provided by Offerors in response to this RFP.
- u. Request for Proposals (“RFP”) - This RFP for the execution of the Project.
- v. Selection Committee- The persons responsible for selecting the successful Offeror.
- w. State - The State of Maryland.

1.3 Contract Type

The contract that results from this RFP will include a fixed fee for design and preconstruction services.

1.4 Contract Duration

The term of the contract will be for a period necessary to complete the scope of work and as agreed upon by MSA and the Design-Builder.

1.5 Procurement Officer

The sole point-of-contact for purposes of this RFP is the Procurement Officer listed below:

Christian Kramer
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Telephone: 443-202-3885
Email: ckramer@mdstad.com

MSA may change the Procurement Officer at any time and will provide written notice to the Offerors if any such change occurs.

1.6 Pre-Proposal Conference and Site Visit

Virtual Pre-Proposal Conference

A virtual pre-proposal conference (“Conference”) will be held on the date and indicated on the Key Information Summary Sheet. Please click on the registration link stated in the Key Information Summary Sheet for details regarding the Conference and to RSVP to the event.

Consistent with the Americans with Disabilities Act, the Annotated Code of

Maryland State Personnel and Pensions Article, Title 2-302 and Title 5-2. State Government Article, Title 20, it is the policy of the Maryland Stadium Authority to provide reasonable accommodation when requested by a procurement event participant with a disability, unless such accommodation would cause an undue hardship. The policy regarding requests for reasonable accommodation applies to all aspects of employment and includes the procurement process. If reasonable accommodation is needed, please contact the Procurement Officer at your earliest convenience.

Site Visit

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

1.7 The Project Manager

The Project Manager is:

Christopher Deremeik
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201

Prior to contract award, MSA may change the Project Manager at any time and will provide written notice to the Offerors. After Contract award, MSA may change the Project Manager at any time by written notice to the Contractor.

1.8 eMaryland Marketplace Advantage (“eMMA”)

In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. You can register at: <https://emma.maryland.gov/> Click on “New Vendor? Register Now” to begin the process and follow the prompts.

1.9 Questions

Questions regarding this RFP shall be submitted electronically, in Word or PDF format, via the submission link no later than the date and indicated on the Key Information Summary Sheet.

Please include information regarding the name of the firm, representative’s name, and contact information. Based on the availability of time to research and communicate an answer, the Procurement Officer will decide whether an answer can be given before the proposal closing date. Answers to all substantive questions that have not previously been answered, and are not

clearly specific to the requestor, will be provided via addendum.

1.10 Proposal Closing Date and Time - Technical and Financial Proposals

To be considered, **both technical and financial Proposals** must be uploaded to the submission links no later than on the date and time indicated on the Key Information Summary Sheet.

Requests for an extension of this date and/or time will not be granted. Offerors should allow sufficient electronic transmission time to ensure timely receipt of their proposals. Proposals received by MSA after the Proposal Closing Date and Time will not be considered. Proposals will not be reviewed publicly.

1.11 Oral Presentations

Short-listed Offerors will be required to attend oral presentations to the Selection Committee. MSA will make a determination in the near future whether to hold in person or virtual oral presentations. Significant representations made by an Offeror during their oral presentation must be confirmed in writing. All such representations will become part of the Offeror's Proposal and are binding if a contract is awarded as a result of this RFP. Oral Presentations are to be held **on May 14 or May 16, 2024**. In your Technical Proposal, please state your availability for the dates provided. Typically, oral presentations will follow a specified format and generally be limited to 90 minutes [60 minutes for the presentation and 30 minutes for questions]. The Procurement Officer will notify the short-listed Offerors with details and instructions prior to the presentation. The presentation must consist of, but not be limited to, a discussion of the Offeror's specific approach to the project and understanding of the scope of work.

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for **180 days** following the closing date for proposals. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.13 Proposal Affidavit

A completed Bid/Proposal Affidavit must accompany the Proposal submitted by an Offeror. A copy of this Affidavit is included as **Attachment A** of this RFP.

1.14 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this RFP,

the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes only as **Attachment K** of this RFP. This Affidavit must be provided within five business days after notification of proposed contract award. For purposes of completing Section B of the affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

1.15 Procurement Method

The contract resulting from this RFP will be awarded in accordance with the Competitive Sealed Proposals process under Section 3 (C) of MSA’s Procurement Policies. MSA’s Procurement Policies are available for review on MSA’s website (www.mdstad.com) or may be obtained by contacting the Procurement Officer.

1.16 Arrearages

By submitting a response to this RFP, an Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including, by way of example only, the payment of taxes and employee benefits, and that it will not become so in arrears during the term of the Agreement if selected for contract award.

1.17 Revisions to the RFP

If it becomes necessary to revise this RFP before the closing date for proposals, an addendum/addenda will be posted on eMMA and MSA’s website. Addenda issued after the closing date for proposals will be sent only to those Offerors who submitted a responsive and timely proposal, or, if applicable, Offerors that were short-listed to participate in the next phase of the procurement process. Acknowledgment of the receipt of all addenda to this RFP issued before the proposal closing date must accompany the Offeror’s Proposal as identified in Section 4. Acknowledgement of receipt of addenda to the RFP issued after the proposal closing date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of addenda does not relieve the Offeror from complying with all terms of any such document.

1.18 Cancellations; Discussions

MSA reserves the right to cancel this RFP, to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with any or all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of MSA. This may be followed by submission of Offeror-revised Proposals and best and final offers (hereinafter “BAFO”).

MSA also reserves the right, in its sole discretion, to award a contract based upon written proposals received, without prior discussions or negotiations.

1.19 False Statements

MSA incorporates by reference the provisions of Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland regarding truthfulness in the information included in the contract documents. Offeror shall comply with the obligations set forth therein, including, without limitation, the following:

- a. In connection with a procurement contract, a person may not willfully:
 1. Falsify, conceal, or suppress a material fact by any scheme or device;
 2. Make a false or fraudulent statement or representation of a material fact; or
 3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b. A person may not aid or conspire with another person to commit an act under subsection of this section.
- c. 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 years or both.

1.20 Minority Business Enterprise

Minority Business Enterprises are encouraged to respond to this solicitation. **The Offeror shall submit a D-1A form for design services, and a D-1A form for construction services with its technical proposal.** Please refer to the Key Information Summary Sheet of this RFP.

- a. An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any.
- b. Notwithstanding any subgoals established for this RFP, the Design-Builder is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
- c. By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified

minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

- d. An Offeror that does not commit to meeting the entire MBE participation goal(s) stated in this RFP must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in **Attachment D-1B**, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit **Attachment D-1A** at the time it submits its Technical Proposal to the RFP will result in the State's rejection of the Offeror's Proposal. This failure is not curable.
- e. Attachments
 1. Minority Business Enterprise instructions, and forms are provided in **Attachment D** to assist Offerors.
 2. The Offeror shall include with its technical Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:
 - a) The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
 - b) The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
 - c) An Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.
 - d) If the Offeror fails to submit a completed **Attachment D-1A** with the technical Proposal, as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.
- f. Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in **Attachment D-1A** is appropriately certified by the Maryland Department of Transportation and has the correct NAICS codes allowing it to perform the committed work.

- g. Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer:
1. Outreach Efforts Compliance Statement (**Attachment D-2**);
 2. MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**);
 3. A copy of each subcontract agreement, between the apparent awardee and any proposed MBE subcontractor, that the parties intend to enter into contingent upon the MSA's award of the prime contract. The subcontract agreement must contain all necessary terms, including pricing, required for the MBE to perform its proposed work and for the apparent awardee to pay the MBE for its work during the term of the agreement; and
 4. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
 5. Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11. If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the contract has already been awarded, the award is voidable.
- h. A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.
- i. An Offeror that requests a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- j. All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Offeror in connection with its certified

MBE participation commitment shall be considered a part of the Agreement and are hereby expressly incorporated into the Agreement by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see **Design-Build Contract Agreement – Attachment J**).

- k. The Offeror is advised that liquidated damages will apply in the event the Design-Builder fails to comply in good faith with the requirements of the MBE program and pertinent Contract.

1.21 Incurred Expenses; Economy of Preparation

MSA will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, making an oral presentation, providing a demonstration or performing any other activities relative to this RFP. Proposals should be prepared simply and economically, providing a straightforward, concise description of how the Offeror proposes to meet the requirements of this RFP.

1.22 Protests/Disputes

Any protest or dispute related to this RFP or a resulting award will be subject to Section 10 of MSA's Procurement Policies and Procedures and the relevant provisions of the Agreement. MSA's Procurement Policies are available for review on MSA's website at www.mdstad.com or may be obtained by contacting the Procurement Officer.

1.23 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of the Proposal that it considers confidential, proprietary commercial information or trade secrets, and provide written justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. 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 may be disclosed.

1.24 Offeror Responsibilities

The Offeror shall be responsible for all products and services required by this RFP. Subcontractors must be identified, and a complete description of their roles relative to the Proposal must be included in the Proposal. The Offeror retains responsibility for all work to be performed by and any deliverable submitted by a subcontractor. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to,

references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.25 Patents, Copyrights, and Intellectual Property

- a. If the Design-Builder furnishes any design, device, material, process or other item that is covered by a patent or copyright or that is proprietary to or a trade secret of another, it shall obtain the necessary permission or license to permit MSA to use such item.
- b. The Design-Builder will defend or settle, at its own expense, any claim or suit against MSA alleging that any such item furnished by the Design-Builder infringes any patent, trademark, copyright, or trade secret. If a third-party claim that a product infringes that party's patent, trademark, copyright or trade secret, the Design-Builder will defend MSA against that claim at the Design-Builder's expense and will pay all damages, costs, and attorney's fees that a court finally awards, provided MSA: (i) promptly notifies Design-Builder in writing of the claim; and (ii) allows the Design-Builder to control and cooperates with the Design-Builder in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in the next paragraph.
- c. If any products furnished by the Design-Builder become, or in the Design-Builder's opinion are likely to become, the subject of a claim of infringement, the Design-Builder will, at its option and expense: (i) procure for MSA the right to continue using the applicable item; (ii) replace the product with a non-infringing product substantially complying with the item's specifications; or (iii) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

1.26 Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of a contract succeeding the first fiscal period, the contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect the rights of the Design-Builder and MSA under any termination clause in the contract. The effect of termination of the contract hereunder will be to discharge the Design-Builder and MSA from future performance of the contract, but not from their rights and obligations existing at the time of termination. The Design-Builder shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the contract. MSA shall notify the Design-Builder as soon as it has

knowledge that funds may not be available for the continuation of the contract for each succeeding fiscal period beyond the first.

1.27 Financial Disclosure

The Design-Builder shall comply with Section §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall, within 30 days after the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

1.28 Non-Exclusive Use

Neither this RFP nor any resulting Agreement shall be construed to require MSA to use any Offeror or exclusively use the Design-Builder for the services described in this RFP. MSA reserves the right to obtain services of any nature from other sources when it is in the best interest of MSA to do so and without notice to any party. MSA makes no guarantees that it will purchase any products or services from the Design-Builder resulting from this RFP.

1.29 Sustainability Policies

MSA is committed to procuring all supplies, services, maintenance, construction, and architectural/engineering services in a manner consistent with the promotion of sound environmental practices.

1.30 Payments by Electronic Fund Transfer

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

1.31 Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party to an Agreement resulting from this RFP (including without limitation any information or data stored within the Design-Builder's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under the Agreement, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in

the public domain; (b) has been independently developed by the other party without violation of the Agreement; (c) was already in the possession of such party; (d) was supplied to such party by a third-party lawfully in possession thereof and legally permitted to further disclose the information; or (e) such party is required to disclose by law.

1.32 Loss of Data

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

1.33 Non-Hiring of Employees

No official or employee of the State, as defined in State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this procurement, shall, during the pendency and term of a resulting Agreement, and while serving as an official or employee of the State, become or be an employee of the Design-Builder or any entity that is a subcontractor on said Agreement.

1.34 Nondiscrimination in Employment

The Design-Builder agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause subcontractor to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

1.35 Contingent Fee Prohibition

The Design-Builder warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency working for the Design-Builder, to solicit or secure an Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of an Agreement.

1.36 Political Contribution Disclosure

The Design-Builder shall comply with Election Law Article, §§14-101 to 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

1.37 Verification of Registration and Tax Payment

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the closing date for receipt of Proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Agreement award.

1.38 MBE and Prevailing Wage Compliance System

As part of MSA's commitment to assist firms in complying with legal and contractual requirements, MSA maintains a web-based MBE and prevailing wage compliance system. The system was designed to provide various workflow automation features that improve the project reporting process. This system will monitor contract compliance for all Program contracts. The prime firm, its first-tier consultants, and all MBE participation subcontractors awarded contracts will be required to use the web-based system to submit project information including, but not limited to, certification of payments made and received and certified payroll records (if the contract includes prevailing wage and/or workforce development requirements). MSA may require additional information related to the contract to be provided electronically through the system at any time before, during, or after Agreement award.

1.39 Bonding

The Offerors are required to submit, at the time of submitting a response to this RFP, a letter from a surety identifying the CM's free bonding capacity.

The Contractor shall have bonding capacity (i.e., performance and payment) no less than \$17.5 million.

1.40 Maryland Law

This RFP and any subsequent RFPs or Agreements shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

1.41 Acceptance of Terms and Conditions

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

1.42 Procurement Regulations

The RFP and any Agreements entered into as a result hereof is not subject to the provisions of Division II of the State Finance and Procurement Article of the Maryland Annotated Code (the "Procurement Article") except as set forth in MSA's procurement policies available online at www.mdstad.com.

1.43 Multiple Proposals

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

1.44 Corporate Diversity Affidavit and Addendum

Offerors shall complete, sign and submit the Corporate Diversity Affidavit and Addendum included as Attachment L to this RFP.

SECTION 2

OFFEROR'S MINIMUM QUALIFICATIONS

2.1 Offeror Minimum Qualifications

At a minimum, the Offeror shall meet the following qualifications to be considered for award:

- a. Has at least five (5) years of experience in managing design-build projects of similar size, scope, and complexity;
- b. Is licensed to operate in the State of Maryland;
- c. Has experience providing the following services during both preconstruction and construction phases: quality assurance/quality control, estimating and budget control, CPM scheduling, value engineering, and evaluation and implementation of innovative construction techniques;
- d. Has ability to meet the insurance requirements set forth in the sample Design-Build Contract Agreement, **Attachment J** to this RFP; and
- e. Has ability to meet the bonding requirements set forth in Section 1.39 of the RFP.

2.2 Key Personnel Qualifications

- a. Project Executive: Served in a similar role on three (3) projects. One of the three projects shall have had a construction cost of approximately \$15 million.
- b. Project Manager(s) for design and construction: Served in a similar role on three (3) projects; one of which shall have a construction cost of approximately \$15 million.
- c. Project Superintendent: Served in a similar role on three (3) projects; one of which shall have a construction cost of approximately \$15 million.
- d. Cost Estimator: Served in a similar role during the preconstruction/design phase on three (3) projects utilizing the construction management at risk or Design-Build delivery method; three (3) of which shall be approximately \$15 million in construction cost. Explain specific experience estimating early design concepts and value engineering.
- e. Lead Scheduler: Served in a similar role on three (3) projects; one of which shall have a construction cost of approximately \$15 million

NOTE: An Offeror meeting these requirements does not guarantee that the Offeror will be deemed responsible or have its Technical Proposal deemed acceptable.

SECTION 3

PURPOSE AND SCOPE OF WORK

3.1 Purpose

The MSA is issuing this RFP to enter into an Agreement with a qualified Design-Build firm to provide design and preconstruction services related to the Regency Furniture Stadium Improvements.

3.2 Overview

The Project will be executed under the Design-Build with Guaranteed Maximum Price delivery method. The obligations of the Design-Builder are set forth in the Design-Build Contract Agreement attached hereto as **Attachment J** as well as other parts of the RFP.

Generally, the Design-Builder will provide the following:

- a. Design and Preconstruction Services including, but not limited to, design and engineering, scheduling, cost estimating, constructability analysis, logistics planning, value engineering, and preparation and submission of a GMP Proposal for the execution of the Project.
- b. Construction Services Pursuant to Section 3.6 of the Design-Build Contract Agreement, if MSA accepts the GMP the Design-Builder will provide Construction Services as outlined in Article 4 of the Design-Build Agreement, including, but not limited to, construction administration through its design team, project management and field supervision, construction, safety and quality control.

The Guaranteed Maximum Price Limit (the “GMP Limit”) for the Project is Seventeen Million Five Hundred Thousand Dollars (\$17,500,000).

SECTION 4

PROPOSAL SUBMISSION AND REQUIREMENTS

4.1 Solicitation Process

The solicitation will follow a multi-step process to select the successful Offeror.

a. Step 1– Submission of Technical and Financial Proposals

Offerors will submit Proposals in two separate volumes:

Volume I – Technical Proposal; and

Volume II – Financial Proposal. Offerors shall refer to Section 1.10 of this RFP for submission links details. Volume II, Financial Proposal, shall be password protected, per the requirements in Section 4.3 of this RFP. After the Proposal Closing Date, technical proposals will be reviewed and those deemed responsible and reasonably susceptible of being selected for award will be reviewed by the Selection Committee. Offerors must respond to all requirements of the RFP. Offerors that fail to do so will be deemed not reasonably susceptible of being selected for award.

b. Step 2 – Review of Technical Proposals

The Selection Committee will review technical Proposals and rank the Proposals according to technical merit. Based on their achieved technical rankings, selected Offerors will be “short-listed” to participate in the oral presentation phase of the procurement.

c. Step 3 – Short-list and Oral Presentations

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

d. Step 4 – Short-listing – Financial Proposal Phase

After Oral Presentations, and based on achieved ranking, the Selection Committee will short-list firms to participate in the Financial Proposal phase of the procurement. Short-listed firms will be requested provide the password to their financial Proposal.

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

e. Step 5 – Recommendation for Award

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

4.2 Instruction for Submission of Proposals – General Requirements

Offerors shall submit proposals labeled “**Request for Proposals – Design-Build Services – Regency Furniture Stadium Improvements**” and labeled either “**Volume I - Technical Proposal**” or “**Volume II – Financial Proposal**”. All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page “x”). The final page shall state “Final Page.”

Proposals shall be uploaded electronically to the links provided in Section 1.10 of the RFP. **The electronic submissions (formatted as PDF-file) shall include the firm’s name in the file name and shall be formatted so each page can be legibly printed in 8 1/2” x 11” format.**

4.3 Volume I - Technical Proposal

This section provides specific instructions for submission of the Offeror’s technical Proposal. The technical Proposal shall follow the format provided below.

a. Transmittal Letter

A transmittal letter must accompany the technical Proposal. The purpose of this letter is to transmit the proposal to the Procurement Officer. The transmittal letter should be brief, and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

b. Title and Table of Contents

The Technical Proposal shall begin with a title page bearing the **legal name** and address of the Offeror, point of contact information for two (2) people (including e-mail address), and the title of this RFP. A table of contents for the Proposal should follow the title page. Information that is claimed to be confidential shall be clearly identified. Unless there is a compelling case, an entire proposal should not be labeled confidential; only those portions that can reasonably be shown to be proprietary or confidential should be so labeled.

c. Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.” The Executive Summary shall not exceed two (2) pages and shall:

1. acknowledge the receipt of any amendments or addenda associated with this RFP;
2. provide the Offeror's tax identification number;
3. state the Offeror's legal name. The legal name is the full name of the entity that, if selected as the successful Offeror, will be awarded the contract Agreement;
4. identify joint ventures at the time of submission, if any, and the roles these relationships will have in the performance of the Contract Agreement. Upon MSA's request, Offerors shall make available within 24 hours the joint venture scope of work documents and/or agreement;
5. cross reference each minimum qualification requirement, identified in Section 2 of the RFP, with the location in the submission (section or page number) where the Offeror has demonstrated or documented that it meets the requirement;
6. provide the Offeror's availability for oral presentations; and
7. list any exceptions the Offeror has taken to the requirements of this RFP, the sample contract Agreement, or any other exhibits or attachments. If an Offeror takes no exception, the Executive Summary should so state.

Warning: A general statement that qualifications/exceptions will be discussed at a later date is not acceptable. Offeror must provide specific information regarding any requested changes. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being

d. Experience and Qualifications

1. Corporate Qualifications
 - a. Corporate Profile and References: Provide a completed Corporate Profile Form included herein as **Attachment E**, including three (3) references. The form must be completed by the Offeror and all joint venture partners, if applicable.
 - b. Insurance: Provide proof of insurance certifying the Offeror's ability to comply with the insurance requirements outlined in the Agreement.
 - c. Bonding: Provide a letter from the Offeror's Bonding Company certifying the Offeror's ability to comply with the bonding requirements contained in Section 1.39.
 - d. Provide a copy of its Maryland business license.
2. Corporate Experience

- a. Submit information regarding five (5) relevant projects, valued at approximately \$15 million or greater, that have achieved Substantial Completion within the past ten (10) years, and which demonstrate the Offeror's experience and any of its proposed subcontractors as outlined in **Attachment F** for each of the listed services:
 1. Design-Building Services; and
 2. Prime Architect/Engineering Services.

- b. The project examples shall include the following information:
 1. Identification of project, role of Offeror (preconstruction, construction, etc.), project location, project gross square footage, project type, and building type.
 2. Method of delivery such as: D/B with GMP, D/B, CM at Risk, GC, CM Agency.
 3. Original project construction cost at time of award, final project cost and percentage change; explain variance.
 4. Original completion date at time of award and actual completion date; explain variances.
 5. Describe similarities of the project example to this Project. If performed within an occupied environment, provide details regarding the level of occupancy and major events hosted during construction operations, and any measures taken to accommodate ongoing operations during the construction process.
 6. Project owner's name, email address, and telephone number.
 7. Identify the Project Executive, Project Manager, Project Superintendent, and Project Scheduler for the Project.
 8. Identify any of the proposed Key Personnel who were involved in the project example, including their role and responsibilities.
 9. Provide color photographs of the project.
 10. Summary of the projects must be submitted on the Project Experience Form, included in this RFP as **Attachment F**.

3. Key Personnel Experience and Past Performance

- a. Provide an Organizational Chart identifying the Key Personnel that will be assigned to the Project. At a minimum, the Key Personnel shall include the positions listed in subsections (e) and (f) herein. Identify the person(s) responsible for overall management of the Project, and the key person proposed to be responsible for each of the following activities:
 1. Design and Preconstruction: Management of the Design Process, Interdisciplinary Construction Documents review; constructability reviews; cost models and estimates; schedule; value engineering; BIM, procurement; and MBE requirements.
 2. Construction: Coordination of Trade Contractors, Subcontractors, Suppliers; vendors, suppliers, safety; quality control/ inspections;

submittal review; construction waste monitoring; Contract Modification review; claims resolution; schedule control; BIM, payment approval; and MBE compliance.

- b. Clearly identify the individual(s) that will attend design meetings and serve as the day-to-day contact for the Project Team.
- c. Clearly identify the individual(s) that will attend construction progress meetings and serve as the day-to-day contact for the Project Team.
- d. Provide a brief narrative outlining the anticipated roles and responsibilities of the Key Personnel during preconstruction and construction.
- e. Utilizing Standard Form (SF) 330, provide resumes for the Design-Builder's design professionals and key consultants Key Personnel listed below.
 - Principal in Charge
 - Project Manager
 - Project Superintendent
 - Project Designer
 - Lead Scheduler
 - Lead Cost Estimator
 - Civil Engineer
 - Structural Engineer
 - Geotechnical Engineer
 - Mechanical Engineer
 - Electrical Engineer
 - Plumbing Engineer
 - Fire Protection Engineer
 - Landscape Architect
- f. The resumes for the Key Personnel in section (e) above, proposed to be assigned to the preconstruction and construction phases, must include all information required below regarding Key Personnel with each individual's resume. Information included elsewhere in the Proposal may not be considered in the evaluation of the Key Personnel.

Resumes shall include the following information:

1. Educational background, including degree(s) received
2. Work experience with current employer, including duration of employment, with dates, and position(s) held
3. Work experience with prior employers, if relevant, with dates
4. Project experience, preferably on one or more of the projects submitted in response to the Corporate Experience section

herein, with emphasis on projects similar in size and nature to this Project. Include the following:

- Project design start and completion dates (month and year)
 - Construction start and substantial completion dates (month and year) for each project.
 - The individual's specific role in both preconstruction/design and the construction phases of each project listed in the resume.
 - The exact period the individual performed the specific role in the design/preconstruction phase (month and year) and in construction phase (month and year), even if the role was performed for the entire design and/or construction phases. If the specific role was performed for a particular part or aspect of the project, provide details.
 - Specifically, state and demonstrate how the qualifications listed in Section 2.2 of the RFP are met.
- g. Key Personnel Previous Working Relationships Matrix. Include information that identifies the experience of the Key Personnel working together on the Key Personnel Project Experience Matrix form included with **Attachment H**.

4. Work Plan

- a. Staffing Plan. Provide a Staffing Plan in the format included in **Attachment G**, for the Design and Preconstruction Phase and the Construction Phase. Based on the scope and complexity of this Project, include the estimated amount of time that each team member will dedicate to the Project. The Staffing Plan shall identify the actual hours for each individual during the Design and Preconstruction Phase and the percentage of time for each individual during the Construction Phase.
- b. Project Work Plan. Provide a detailed narrative that is both technical in nature and effective in communicating the Offeror's approach and methodology to executing the requirements of the Scope of Work outlined in Section 3 of the RFP and the Agreement. Identify the roles, responsibilities and reporting structure for the Key Personnel during the execution of the work.
1. Project Challenges: Identify the three (3) most significant challenges to executing the Project in order of importance based on the information made available in this RFP and any site visit(s). Provide a brief description of the Offeror's approach to addressing each, including specific experience resolving similar challenges.

2. Understanding of the Project Scheduling Requirements and Approach to Meeting the Project Goals and Timeline:
Provide a brief narrative that addresses your understanding of the project scheduling requirements. The narrative should confirm your understanding of the requirements, address the approach that the Offeror will take to ensure compliance with the requirements, the primary individual responsible for scheduling tasks and the level of commitment assumed during both the design and construction phases of the project.
 3. Conceptual CPM Schedule: Provide a conceptual CPM schedule describing the time/event relationship between the Design and Preconstruction Phase and the Construction Phase. The activities related to each individual phase of the work (Design and Preconstruction and Construction) are to be grouped separately on the project schedule so the sequence of work for each can be easily identified. Each item of work shall include specific milestones clearly indicating the NTP and Substantial Completion of each major activity as well as the achievement of Substantial Completion, Use and Occupancy and Final Completion of the Project. Activities related to general and administrative items may be grouped separately if necessary.
 - At a minimum, the schedule shall explain the proposed design, permitting, bidding, construction, and other Phases required to complete the work. The schedule must include all stages of the Design-Build process including: Schematic Design, Design Development, seventy percent (70%) Construction Documents, one hundred percent (100%) Construction Documents, GMP Preparation and Negotiation, Construction Phase(s), recommended Early Package(s), Close-Out and Post Construction.
 - The schedule shall include at least 30 calendar days for approval of the GMP by the MSA Board of Directors and the Maryland Board of Public Works.
 - The schedule shall contain a minimum of 100 and a maximum of 300 activities to demonstrate the Offeror's understanding of the Project requirements and the responsibilities of the Design-Builder.
- c. Cooperation: Describe the Offeror's approach to working actively and collaboratively with the Project Team to help guide the design and construction of the Project. Highlight any unique skills or abilities that the Offeror can/will provide in the execution of the Project.

- d. Bidding and GMP Proposal Preparation. Describe the Offeror's approach to conducting the bidding and GMP Proposal development activities. At a minimum, discuss the following topics.
 1. The process for organizing and packaging the items of Work.
 2. The process for advertising and soliciting bids from Trade Contractors and/or Suppliers.
 3. The process for receiving, evaluating and comparing bids from Trade Contractors/Suppliers.
 4. The criteria used to recommend Trade Contractors and/or Suppliers for incorporation into the GMP Proposal.

- e. GMP Limit. Comment on the adequacy of the GMP Limit amount identified in Section 3.2 to meet the goals of the Project as presented in the RFP. Highlight any issues or circumstances (i.e., market, administrative, contractual, project cost associated with overtime or expediting, etc.) that could impact the Offeror's ability to ensure the execution of the Project meets the Project Criteria and occurs within the established GMP Limit.

e. Other Required Submissions

Offerors must submit the following items in the Technical Proposal:

1. A completed Bid/Proposal Affidavit (**Attachment A**). The form must be completed by the Offeror and all joint venture partners (if applicable).
2. A completed Conflict of Interest Information/Affidavit and Disclosure (**Attachment B**). The form must be completed by the Offeror and all joint venture partners (if applicable).
3. **A completed MBE Attachment D-1A (Attachment D) for Design/Preconstruction. For the Construction Phase, the Offeror shall submit MBE Form D-1A excluding Part 3, MBE Participation Schedule. Part 3 for the Construction Phase will be requested from the successful Offeror as part of the GMP process.**
4. A completed Corporate Diversity Affidavit and Addendum (**Attachment L**).
5. A completed list of all anticipated Subcontractors as part of **Attachment P** - Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract

4.4 Volume II - Financial Proposal

Financial Proposals shall be submitted in the manner indicated in Section 1.10 of the RFP and shall be password protected. After review of the technical Proposals, the Procurement Officer will request the password to the Financial Proposal from short-listed Offerors only. Failure from the Offeror to provide

the password within one Business Day upon request by the Procurement Officer will deem the Offeror's Proposal not reasonably susceptible of being selected for award. The Financial Proposal shall include the Financial Proposal form (**Attachment I**).

A copy of the Request for Financial Proposal is attached hereto as **Attachment I**. The Offeror shall submit the following documents with its financial proposal:

- a. Financial Proposal form, **Attachment I**.
- b. Letter from the Offeror's Surety company confirming bonding capacity, per Section 1.39.

Note: MSA reserves the right to require, during proposal evaluation, that the Offeror provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement and Cash Flow Statement or other acceptable financial information. These documents may be relied upon in any selection determination.

SECTION 5

EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

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

5.2 Technical Criteria

Criteria used to rate the technical Proposal includes, without limitation, the following:

- a. Understanding of the Project and adequacy of the Work Plan presented to provide the proposed services.
- b. Experience and qualifications of the Offeror and its Key Personnel, with specific emphasis on key personnel with similar projects.
- c. Past Performance and References of Offeror.
- d. Work Capacity of Offeror and Key Personnel.
- e. Overall Quality of Submission.
- f. Oral Presentation.

5.3 Financial Criteria

All qualified short-listed Offerors will be given a score based on their evaluated financial proposal. The lowest evaluated financial proposal will receive the maximum financial score. The score for other financial proposals will be determined on a pro-rata basis compared to the lowest evaluated financial proposal.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offeror in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference may be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required by this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents

through law, policy, or practice; and the preference does not conflict with a federal law or grant affecting the Contract. The preference given will be identical to the preference that the other state, through law, policy, or practice gives to its residents.

5.5 General Selection Process

- a. The Agreement will be awarded in accordance with the competitive sealed proposals process under section 3(C) of MSA's Procurement Policies.
- b. Prior to award of an Agreement pursuant to this RFP, MSA may require any and all Offerors to submit such additional information bearing upon the Offeror's ability to perform the contract as MSA may deem appropriate. MSA may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Offeror.
- c. MSA may hold discussions with any or all Offerors judged reasonably susceptible of being selected for award, or potentially so. MSA also reserves the right to develop a short-list of Offerors deemed most qualified based upon their Technical Proposals and conduct discussions with only the short-listed Offerors. However, MSA also reserves the right to make an award without holding discussions. Whether or not discussions are held, MSA may determine an Offeror to be not responsible or not reasonably susceptible of being selected for award, in its sole and absolute discretion, at any time after the initial closing date for receipt of proposals and the review of those proposals.

5.6 Award Determination

Upon completion of all evaluations, discussions and negotiations, and reference checks, the Procurement Officer will recommend award of the Agreement to the responsible Offeror(s) whose proposal is determined to be the most advantageous considering the technical and financial evaluation factors as set forth in this RFP. The award is subject to approval by the MSA Board of Directors and the Board of Public Works.

ATTACHMENTS

Attachments can be downloaded via the following link:
<https://mdstad.sharefile.com/d-s62351d7e57f24690a9a468b68857adda>

- A. BID/PROPOSAL AFFIDAVIT**
- B. CONFLICT OF INTEREST AFFIDAVIT**
- C. MINIMUM PROJECT DESIGN & CONSTRUCTION REQUIREMENTS**
- D. MBE INSTRUCTIONS AND FORMS**
- E. CORPORATE PROFILE**
- F. PROJECT EXPERIENCE FORM**
- G. STAFFING PLAN**
- H. KEY PERSONNEL PROJECT EXPERIENCE MATRIX**
- I. REQUEST FOR FINANCIAL PROPOSAL**
- J. DESIGN-BUILD CONTRACT AGREEMENT**
- K. CONTRACT AFFIDAVIT**
- L. CORPORATE DIVERSITY AFFIDAVIT**
- M. MBE GOAL SETTING FACTORS**
- N. CAPACITY SUMMARY SHEET**
- O. REGENCY FURNITURE STADIUM 2022 PDL AUDIT REPORT / SURVEY**
- P. PRIME CONTRACTOR LIST OF ALL SUBCONTRACTORS**
- Q. REGENCY FURNITURE STADIUM AS-BUILTS**

Attachment A

BID/PROPOSAL AFFIDAVIT

See link at:

<https://mdstad.sharefile.com/d-s63462774b8f64be2b85d5aa79697de8d>

Attachment B

CONFLICT OF INTEREST AFFIDAVIT

See link at:

<https://mdstad.sharefile.com/d-s4e7bf9289c2744e8a202f1c60edbc50d>

Attachment C

MINIMUM PROJECT DESIGN & CONSTRUCTION REQUIREMENTS

See link at:

<https://mdstad.sharefile.com/d-sb48fd4f24ca147619479d3664a25751d>

Attachment D

MBE INSTRUCTIONS AND FORMS

See link at:

<https://mdstad.sharefile.com/d-s95f36ec650b04d168066bd1b93a7293b>

Attachment E

CORPORATE PROFILE

See link at:

<https://mdstad.sharefile.com/d-s63339ed0746c49fb9c37aef11d79c5bb>

Attachment F

PROJECT EXPERIENCE FORM

See link at:

<https://mdstad.sharefile.com/d-se9bb0fc15b1e4780b2d6895171ba480b>

Attachment G
STAFFING PLAN

See link at:

<https://mdstad.sharefile.com/d-sc242039bf11541aca2bc4a2374325186>

Attachment H

KEY PERSONNEL PROJECT EXPERIENCE MATRIX

See link at:

<https://mdstad.sharefile.com/d-s6ee0792b11a8479ea28497f6345204ee>

Attachment I

REQUEST FOR FINANCIAL PROPOSAL

See link at:

<https://mdstad.sharefile.com/d-s696a81ef59d440cbad6f8c435243bcfb>

Attachment J

DESIGN-BUILD CONTRACT AGREEMENT

See link at:

<https://mdstad.sharefile.com/d-s3e28d8f94dd4472c9bc2dc9d1e321041>

Attachment K

CONTRACT AFFIDAVIT

See link at:

<https://mdstad.sharefile.com/d-s54b294c28fcc4161893c00046efa3c95>

Attachment L

CORPORATE DIVERSITY AFFIDAVIT

See link at:

<https://mdstad.sharefile.com/d-s2bb719722c0442939e11b1084a8183b9>

Attachment M

MBE GOAL SETTING FACTORS

Will be attached to this RFP via addendum.

Attachment N

CAPACITY SUMMARY SHEET

See link at:

<https://mdstad.sharefile.com/d-s70ce7a39ce794110afbee1e4a8f85e14>

Attachment O

REGENCY FURNITURE STADIUM 2022 PDL AUDIT REPORT / SURVEY

See link at:

<https://mdstad.sharefile.com/d-s875d8a7bf624889ad1fb2aff5f16535>

Attachment P

PRIME CONTRACTOR LIST OF ALL SUBCONTRACTORS

See link at:

<https://mdstad.sharefile.com/d-s878abb4c00fa4e999fe8bf3d4952cd83>

Attachment Q

**REGENCY FURNITURE STADIUM AS-BUILTS
(For reference purposes only. All information must be field verified /
confirmed.)**

Will be attached to this RFP via addendum.