



**MARYLAND PORT  
ADMINISTRATION**

**SMALL BUSINESS RESERVE PROCUREMENT**

**REQUEST FOR PROPOSALS**

**AGENCY-WIDE FACILITIES IMPROVEMENT**

**CONTRACT NO. 519817**

**EMARYLAND MARKETPLACE ADVANTAGE SOLICITATION NO. **BPM026072****

**ISSUE DATE: **October 12, 2021****

**NOTICE**

**A Prospective Offeror that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) <https://procurement.maryland.gov> should register on eMMA. See Section 2.27**

**Minority Business Enterprises Are Encouraged to Respond to this Solicitation.**

**SPECIAL NOTICE TO OFFERORS/BIDDERS**  
**Transportation Worker Identification Credential (TWIC)**

The Transportation Worker Identification Credential (TWIC) is a Federally mandated vital security measure designed to ensure that individuals who pose a threat do not gain access to restricted and/or secure areas of the nation's maritime transportation system.

TWIC was established by Congress through the Maritime Transportation Security Act (MTSA) and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities and all credentialed merchant mariners.

Most persons who will perform work on marine terminals under a contract with the Administration will be required to obtain a TWIC. See Special Provision **SP-32** for MDOT MPA TWIC requirements for this contract.

Enrollment and issuance began at the Port of Baltimore, Maryland on November 21, 2007. To obtain a TWIC, an individual must provide biographic and biometric information such as fingerprints, sit for a digital photograph and successfully pass a security threat assessment conducted by TSA. Pre-enrollment is recommended as it is designed to save applicants time by enabling them to provide their biographical information and make an appointment for in-person enrollment.

For more information about the TWIC program and how to enroll please visit the TSA TWIC website at [www.tsa.gov/twic](http://www.tsa.gov/twic).

The local TWIC enrollment center is located at:

TWIC Enrollment Center  
Suite 220  
2200 Broening Hwy  
Baltimore, MD 21224

**NOTICE TO OFFERORS/BIDDERS**  
**SMALL BUSINESS RESERVE PROCUREMENT**

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Governor's Office of Small, Minority, and Women Business Affairs Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
- D. Either:
  - (1) With respect to employees:
    - (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
    - (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
    - (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
    - (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
    - (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
    - (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; or
  - (2) With respect to gross sales:
    - (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
    - (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;

- (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- (d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
- (e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
- (f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace Advantage.

**NO BID/PROPOSAL NOTICE/VENDOR FEEDBACK FORM**

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

**Title: Agency -Wide Facilities Improvement**

**Contract No: 519817**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
  - Other commitments preclude our participation at this time
  - The subject of the solicitation is not something we ordinarily provide
  - We are inexperienced in the work/commodities required
  - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
  - The scope of work is beyond our present capacity
  - Doing business with the State is simply too complicated. (Explain in REMARKS section)
  - We cannot be competitive. (Explain in REMARKS section)
  - Time allotted for completion of the Proposal is insufficient
  - Start-up time is insufficient
  - Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
  - Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
  - MBE or VSBE requirements (Explain in REMARKS section)
  - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
  - Payment schedule too slow
  - Other: \_\_\_\_\_
2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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**Appendix below requires a signed Confidentiality and Non-Disclosure Agreement (Attachment 5) submitted to the Procurement Officer at [toneal3@marylandports.com](mailto:toneal3@marylandports.com)**

Appendix IV	Typical Construction Details
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**KEY INFORMATION SUMMARY SHEET**  
**REQUEST FOR PROPOSALS (“RFP”) NO. 519817**

**Request for Proposals:** Agency-wide Facilities Improvement

**Contract Number:** 519817

**eMMA Solicitation:** BPM026072

**Facility:** **All Terminals**

**County:** Baltimore City, Baltimore County

**Advertisement Date:** October 12, 2021

**Pre-Proposal Conference:** October 15, 2021 1:00 PM Local Time via Microsoft Teams  
Call in Number +1 667-262-2962 Phone Conference ID: 125 005 821#

**Question Due Date:** October 22, 2021 1:00 PM Local Time

**Closing Date and Time:** November 8, 2021 2:00 PM Local Time (submit via email)

**Procurement Officer:** Trisha O’Neal  
Maryland Department of Transportation Maryland Port Administration  
Office of Procurement  
World Trade Center, Baltimore  
Suite 1100, 401 East Pratt Street  
Baltimore, Maryland 21202  
Phone: 410-385-4849 e-mail: [toneal3@marylandports.com](mailto:toneal3@marylandports.com)

**Contract Manager:** Tahmina Parvin  
Maryland Department of Transportation Maryland Port Administration  
Office of Engineering  
World Trade Center, Baltimore  
Suite 1653, 401 East Pratt Street  
Baltimore, Maryland 21202  
Phone: 410-385-4819 e-mail: [tparvin@marylandports.com](mailto:tparvin@marylandports.com)

**Proposals are to be sent to:** **[toneal3@marylandports.com](mailto:toneal3@marylandports.com)**  
Attention: Trisha O’Neal

**Classification:** Class- F (\$5,000,000 to \$10,000,000)

**Project Time:** 1,095 Calendar Days

**SBR Designated:** **Yes**

**MBE Subcontracting Goal:** 20%

**VSBE Subcontracting Goal:** 0%

**Liquidated Damages:** MBE Liquidated Damages – See Section 2.33  
Project Liquidated Damages – See Section 1.3.1

## **SECTION 1      INTRODUCTION**

### **1.1      BACKGROUND AND OBJECTIVE**

The Maryland Department of Transportation Maryland Port Administration (“MDOT MPA” or the “Administration”), a modal administration of the Maryland Department of Transportation (“MDOT”), is responsible for promoting waterborne commerce within the State of Maryland (the “State”) and for managing, operating and improving State-owned marine terminals at the Port of Baltimore and The World Trade Center Baltimore (“WTC”).

The Maryland Department of Transportation Maryland Port Administration (“MDOT MPA”) is soliciting competitive sealed proposals from qualified contractors to furnish all labor, equipment, and materials necessary for the Agency-Wide Facilities Improvement.

### **1.2      DEFINITIONS**

**1.2.1** Certain terms used in this RFP are defined elsewhere in the document, in Division II of the State Finance and Procurement Article of the Annotated Code of Maryland, and in COMAR Title 21 (State Procurement Regulations).

**1.2.2** In addition to those terms, the following terms have the definitions stated.

A. “Contract” means the contract between the MDOT MPA and the successful Offeror awarded a contract as a result of this solicitation. The Contract has been designated Contract No. 519817 by the MDOT MPA.

B. “Contractor” means the contractor entering into the Contract with the MDOT MPA as a result of this solicitation.

### **1.3      GENERAL SCOPE OF THE CONTRACT**

**1.3.1** The Contract will require an experienced, licensed contractor to perform the following:

The Work as defined in General Provisions GP-1.05 to be performed under this Contract consists of the furnishing of all materials and equipment and the performance of all labor to complete the Work including, but not limited to the following:

General building repairs, such as metal siding and roof panel replacement, gutter and downspout repairs, overhead door repair and/or replacement, cold rolled steel windows, flashing repair, steel beam and column repairs, concrete/masonry rehabilitation, protective buildings bollards, prefabricated metal roof systems, insulation, exterior roof access ladder installation and metal building roof coating; inspections of buildings and related systems; structural deficiencies corrections, mechanical and electrical improvements; IT, communications and building systems; commercial and industrial facilities; fire pumps and accessories; dry pipe sprinkler systems; static uninterruptible power supply; associated site, civil and landscape work; and all related work at all marine terminals and Administration facilities located in Baltimore, Maryland.

The aforementioned work shall be performed at the Administration’s Dundalk Marine Terminal, North Locust Point Marine Terminal, Fairfield Marine Terminal, South Locust Point Marine



Terminal, Baltimore, Maryland. The Contract covers all MPA facilities. The anticipated work locations are depicted in contract documents. Work locations may be changed or added as task orders are issued.

The aforementioned Work shall conform to all the terms, conditions, and Contract provisions of the Contract Documents included in this solicitation, including but not limited to, the MDOT General Provisions For Construction Contracts, the Special Provisions, the Technical Specifications (including specifications by Section Reference to Maryland Department of Transportation, Maryland State Highway Administration (MSHA) Standard Specifications for Construction and Materials, latest edition, hereinafter abbreviated as “MSHA Standard Specifications”).

The contract awarded shall allow for 1,095 calendar days for the completion of all work under this contract. Each work order issued under this Contract shall be completed within the time frame stipulated in each work order. Failure of the Contractor to comply with this schedule, taking into account Contract extensions granted by the Administration due to change orders, shall result in the assessment of liquidated damages of \$1,465.00 for each day the work under the contract remains incomplete.

**1.3.2** This RFP is to be read and construed as a whole.

**1.3.3** References in this RFP to employees of the Contractor include employees of subcontractors of the Contractor, unless the context reasonably requires a different interpretation.

#### **1.4 MINIMUM QUALIFICATIONS AND EXPERIENCE REQUIREMENTS**

**1.4.1** The Prime Contractor and all indicated Subcontractors shall provide verification of recent experience in similar work directly related to the size, scope and complexity of this Contract. The following represents the minimum acceptable level of competency required for this Contract:

**A. Commercial, High-Rise and Industrial Building Construction (Prime Contractor):**

Provide documentation of broad Commercial, High-Rise or Class 1 Commercial Building and Industrial Building Construction experience within the United States over the past ten (10) years. Within this period of time the firm shall have completed five (5) projects, inclusive of each of the elements/specialties identified in paragraph 1.3.1 with construction costs of each project exceeding \$1M. The firm shall also demonstrate completion of \$30,000,000 or construction of 30 buildings that including Commercial, High-Rise and Industrial Buildings (all three required). Alternatively, the bidder shall submit the experience of at least five (5) full-time permanent field employees, each with broad Commercial, High-Rise and Industrial Building Construction experience to be dedicated full-time to this project. The Contractor shall submit a list of these relevant projects that includes the contract/project title, location, final construction cost and contact information and personnel resumes.

**B. Mechanical Contractor (Subcontractable):**

Provide documentation of broad mechanical experience within the United States over the past ten (10) years. Within this period of time the firm shall have completed five (5) projects, inclusive of each of the elements/specialties identified in paragraph 1.3.1, with construction costs of each project exceeding \$1M. The firm shall also demonstrate completion of \$30,000,000 or 10,000 linear feet of utilities construction that includes any combination of new water, sanitary, gas and electrical utilities. Additionally, the bidder shall submit the experience of at least five (5) full-time permanent field

employees, each with mechanical experience to be dedicated full-time to this project. The Contractor shall submit a list of these relevant projects that includes the contract/project title, location, final construction cost and contact information and personnel resumes.

### **C. Manufacturers:**

When requested by the Engineer, the Contractor shall submit verification of recent successful experience in the production of similar products directly related to the size, scope and complexity of the products required in this Contract. Unless otherwise stipulated in the technical specifications, the following represents the minimum acceptable level of competency required for manufacturers for all products, materials and equipment required by this Contract:

- a. Firm:
  - i. Provide documentation of broad experience in the successful production and/or fabrication of the product line over the past ten (10) years.
  - ii. Provide documentation of the substantial deployment of the product line within the United States within the past ten (10) years.
- b. Factory:
  - i. Provide documentation of the substantial and successful production and/or fabrication of the product line over the past ten (10) years.

## **1.4.2 KEY STAFF**

The Prime Contractor shall identify and provide two (2) key staff persons in the following positions: Project Manager and Construction Superintendent. Substitutions for or replacement of the persons identified for these positions may not be made without the approval of MDOT MPA Engineering.

- **Project Manager:** 15 years of experience in managing construction, schedules in Commercial, High-Rise or Class 1 Commercial Building and Industrial Building Construction for government contracts. Must attend production meetings. Must be available within 2 hours for emergency projects. Must be able to obtain Transportation Worker Identification Credential (TWIC). This person will be the main point of communication to the Project Team and shall be an employee of the prime Contractor or prime joint venture constituents.
- **Construction Superintendent:** Provide documentation of mechanical experience inclusive of each of the specialties identified in paragraph 1.3.1 within the United States within the past fifteen (15) years. Over this period of time the Superintendent shall have demonstrated increasing level of responsibility as a Superintendent, QC Manager, Project Manager, or Construction Manager for projects similar in scope to this Contract. The Contractor shall submit a resume for the Superintendent who will be dedicated full-time to this Contract, listing educational background, certifications and relevant project experience. Able to perform on call emergency projects. Able to get Transportation Worker Identification Credential (TWIC).

The Key Staff shall not be replaced or substituted without the written consent of the Engineer.

## **1.5 NOT-TO-EXCEED VALUE**

The contract will have a not-to-exceed (“NTE”) value of **\$10,000,000** which is based on MDOT MPA’s budget for this contract during its 3-year original term.

## SECTION 2 ADMINISTRATIVE AND CONTRACTUAL INFORMATION

### 2.1 PROCUREMENT OFFICER

This RFP has been issued by:

Trisha O’Neal, Procurement Officer  
Maryland Port Administration, Office of Procurement  
401 E. Pratt Street, Suite 1100  
Baltimore, MD 21202  
Phone: 410-385-4849  
Fax: 410-347-0774  
Email: toneal3@marylandports.com

The sole point of contact in the State for purposes of this RFP is the Procurement Officer.

### 2.2 TIME AND DATE FOR RECEIPT OF PROPOSALS

**2.2.1** Offerors must submit by email to the Procurement Officer at toneal3@marylandports.com Technical Proposals and Price Proposals **on or before the date and time listed in the Key Information Summary Sheets at the beginning of this RFP.** Proposals not received by the time, date and in the email inbox are late and will not be considered except as otherwise provided by State law.

**2.2.2** Offerors are solely responsible for assuring that their proposals are delivered to the Procurement Officer’s email inbox on or before the scheduled time and date for receipt of proposals. Proposals will not be opened publicly. The date and time of the email submission is determined by the date and time of arrival of all required files in the Procurement Officer’s email inbox.

**2.2.3** Oral, fax, telegraphic, mailed or hand-delivered proposals will not be accepted. Proposals are not being accepted via eMMA.

### 2.3 SUBMISSION OF SEPARATE FILES

**2.3.1** Technical Proposals and Price Proposals must be emailed in two or more separate emails to the Procurement Officer.

#### Technical Proposal

The MDOT MPA can only accept emails that are less than or equal to 8MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information.

This email shall include:

1. Subject line “Contract No. 519817 Technical” plus the Contractor’s Name.
2. One attachment labeled “Contract No. 519817 Technical - Attachments” containing all Technical Proposal Attachments, signed and submitted in PDF format.

3. One attachment labeled “Contract No. 519817 Technical – Proposal” in Microsoft Word format (2007 or later).

### Financial Proposal

The Financial Proposal shall be contained in one email with password protection. The MDOT MPA will contact Offerors for the password to open each file. Each file shall be encrypted with the same password. The Procurement Officer will only contact those Offerors with proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.

This email shall include:

1. Subject line “Contract No. 519817 Financial” plus the Contractor’s Name.
2. One attachment labeled “Contract No. 519817 Financial” containing the Contract Financial Proposal contents, signed and submitted in PDF format.
3. One attachment labeled “Contract No. 519817 Financial” containing the Contract Financial Proposal in Excel format.

## **2.4 DURATION OF OFFER**

Proposals are irrevocable for one hundred fifty (150) days following the closing date for proposal submission or best and final offers if requested. With the consent of the Offeror, the Procurement Officer may increase the period of irrevocability of a proposal (technical and price) if it is determined to be in the MDOT MPA’s best interest to do so. Once an offer is accepted, all prices, terms, and conditions will remain unchanged throughout the contract period.

## **2.5 PRE-PROPOSAL CONFERENCE & SITE VISIT INSTRUCTIONS:**

**There will be a pre-proposal conference on the date and time listed in the Key Information Summary Sheets at the beginning of this RFP.**

The purpose of the pre-proposal conference is to explain the procurement requirements of this solicitation. The pre-proposal conference is not mandatory. However, it is strongly recommended that interested Offerors attend. The conference will be held at **via teams, information is listed in the Key Information Summary Sheets at the beginning of this RFP.**

There will not be a site visit for this contract.

## **2.6 QUESTIONS AND INQUIRIES**

Questions and other inquiries must be submitted to the Procurement Officer in writing. Questions subsequent to the pre-proposal meeting date are to be submitted in writing via email to the Procurement Officer no later than **the date and time listed in the Key Information Summary Sheets at the beginning of this RFP.** Questions must be submitted in writing. A summary of significant questions and answers will be distributed to Offerors receiving the RFP or who are known to the Procurement Officer to have obtained the RFP.

## 2.7 COMPLETION OF PROPOSALS

**2.7.1 Bid/Proposal Affidavit.** Each Offeror must submit with its Technical Proposal an executed Bid/Proposal Affidavit. A copy of this Bid/Proposal Affidavit is attached to this RFP as Attachment 2.

**2.7.2 Offeror's Signature:** Technical and Price Proposals and affidavits must be signed by an individual authorized to bind the Offeror. By submission of a proposal, the Offeror warrants that the individual signing the proposal, affidavits, and other documentation submitted on behalf of the Offeror has authority to bind the Offeror to the documents signed and to the promises and representations made in those documents.

**2.7.3 Proposal Form.** Proposals should be prepared simply and economically, providing a clear, concise description of the proposal. Oral, fax, telegraphic, mailed or hand-delivered proposals will not be accepted.

**2.7.4 Incurred Expenses.** The MDOT MPA will not be responsible for any costs incurred by an Offeror in preparing and submitting a response to this RFP.

**2.7.5 Bid/Proposal Bond.** Each Offeror must submit with its Price Proposal a proposal bond from a corporate surety in the amount of five percent (5%) of the Price Proposal shown on the Price Proposal Form submitted by the Offeror. A copy of the required Proposal Bond form is attached hereto as Attachment 3.

## 2.8 PERFORMANCE AND PAYMENT BONDS

A. A Performance Bond and a Payment Bond from a corporate surety will be required from the selected Offeror within ten (10) business days following notice of award and prior to execution of the Contract by the MDOT MPA. The penal sum of the Performance and Payment Bonds shall be the Price Proposal shown on the final Price Proposal Form submitted by the Offeror and accepted by the MDOT MPA. The required bond forms are attached to this RFP as Attachment 12.

## 2.9 MULTIPLE AND ALTERNATE PROPOSALS

Multiple and alternate proposals will not be accepted from a single Offeror.

## 2.10 ADDITIONAL INFORMATION

**2.10.1** Each Offeror is responsible for reading and fully understanding the terms and conditions of this RFP. Any Offeror finding any discrepancy in or omission from the RFP, or who is in doubt as to the meaning of any provision of this RFP, must direct questions or requests for clarification in writing to the Procurement Officer at the earliest possible time.

**2.10.2** In the event it becomes necessary to revise any part of the RFP, or if additional information is required to enable potential offers to interpret the provisions of the RFP, an amendment will be issued by the MDOT MPA and posted on eMaryland Marketplace Advantage. **PROSPECTIVE OFFERORS SHOULD REVIEW EMARYLAND MARKETPLACE ADVANTAGE**

**PERIODICALLY TO DETERMINE WHETHER OR NOT THE MDOT MPA HAS ISSUED AN AMENDMENT TO THIS RFP.** MDOT MPA is not responsible for notifying Offerors of amendments to the RFP other than by posting amendments on eMaryland Marketplace Advantage.

## **2.11 CANCELLATION OF RFP; REJECTION OF ALL PROPOSALS**

The MDOT MPA may cancel this RFP, in whole or in part, or may reject all proposals submitted in response to the RFP, whenever this action is determined to be fiscally advantageous to the MDOT MPA or otherwise in its best interests. This RFP creates no obligation on the part of the MDOT MPA to award a contract.

## **2.12 PROCUREMENT METHOD; APPROVALS**

**2.12.1** This procurement is being conducted in accordance with the Code of Maryland Regulations (COMAR), Title 21, State Procurement Regulations, COMAR 21.05.03, Competitive Sealed Proposals.

**2.12.2** Award of a contract will be subject to the approval of the Maryland Port Commission and the Board of Public Works.

## **2.13 ACCEPTANCE OF TERMS AND CONDITIONS; COMPLIANCE WITH LAW**

By submitting a proposal in response to this RFP, an Offeror will be deemed to have accepted all the terms, conditions, special conditions, and requirements set forth in this RFP, and 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, including but not limited to, all applicable licensing requirements.

## **2.14 MINORITY BUSINESS ENTERPRISE SUBCONTRACTING**

**2.14.1** The MDOT MPA has established for this procurement Minority Business Enterprise (“MBE”) subcontractor participation goals of **fifteen percent (15%) overall, with NO subgoals.**

Offerors must attempt in good faith to achieve the stated goals. **For further instructions and forms see:** Attachment 7; Title 14, Subtitle 3 of the Annotated Code of Maryland; and COMAR 21.11.03.

**2.14.2** A current directory of MBEs is available through the Maryland Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, MD 21076. The phone number is 410-865-1269. The directory is also available at: <https://mbe.mdot.maryland.gov/directory/>.

## **2.15 AWARD OF CONTRACT**

**2.15.1** Shortly after sending the successful Offeror notice of intent to award, MDOT MPA will forward the formal Contract form to the Offeror for execution. In addition to the executed Contract

form (a sample copy of which is attached as Attachment 10), the Contractor must furnish the following in the form and content as required by this RFP:

- A. The required Performance Bond and Payment Bonds;
- B. Certificates of insurance as required;
- C. MBE forms required prior to award (Attachment 7)
- D. An executed Contract Affidavit (a copy of which is attached hereto as Attachment 11); and
- E. Such other documents as may be specified elsewhere in the RFP or required by the MDOT MPA.

**2.15.2** The executed Contract form and additional documentation must be returned to the MDOT MPA within ten (10) business days of receipt of the notice of intent to award. This documentation is a prerequisite for execution of the contract by the MDOT MPA.

## **2.16 MANDATORY CONTRACT TERMS**

The Contract is subject to all terms and conditions set forth in this RFP as well as the Maryland Department of Transportation Maryland Port Administration General Provisions for Construction Contracts attached to this RFP as Attachment 9.

## **2.17 PROCUREMENT STATUTES AND REGULATIONS**

This RFP and the resulting Contract will be governed by applicable provisions of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR Title 21 (State Procurement Regulations) and by other applicable statutes, regulations, and laws.

## **2.18 PROTESTS AND CLAIMS**

Protests and claims (or disputes) may not be filed electronically, including by any of the means specified in COMAR 21.03.05.02B (2). This Section 2.18 shall not be construed as permitting or prohibiting other electronic transactions relating to this procurement. Protests and claims are governed by COMAR 21.10.

## **2.19 DISCLOSURES TO THE SECRETARY OF STATE**

The Contractor agrees to comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$200,000 or more during a calendar year will, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual who is a beneficial owner of the business.

## **2.20 PUBLIC INFORMATION ACT NOTICE**

Offerors should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the State under the State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

## **2.21 ARREARAGES**

By submitting a response to this solicitation, an Offeror will be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and will not become so in arrears during the term of the Contract.

## **2.22 CONTRACT DURATION: 1,095 Calendar Days**

## **2.23 CONTRACT MANAGER**

The Contract Manager monitors the daily activities of the Contract and provides guidance to the Contractor. The State Contract Manager is:

Tahmina Parvin  
Maryland Department of Transportation Maryland Port Administration  
Office of Engineering  
World Trade Center, Baltimore  
Suite 1653, 401 East Pratt Street  
Baltimore, Maryland 21202

**The MDOT MPA may change the Contract Manager at any time by written notice to the Contractor.**

## **2.24 COMMERCIAL NONDISCRIMINATION**

**2.24.1** As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

**2.24.2** As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation



conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

## **2.25 CONFLICT OF INTEREST**

The contract resulting from this solicitation may result in the contractor assisting the MDOT MPA in the formation, evaluation, selection, award, or execution of another State contract. Therefore, the contract is subject to the provisions of § 13-212 of the State Finance and Procurement Article, Annotated Code of Maryland, and COMAR 21.05.08.08, Conflict of Interest. Prior to award of the contract, the selected Offeror must execute the affidavit attached hereto as (Attachment 4), and the disclosures of the Offeror in the executed affidavit must be satisfactory to the MDOT MPA.

## **2.26 NONDISCLOSURE OF INFORMATION**

**2.26.1** The Offeror agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this RFP, will be kept confidential and not be disclosed to any person other than the MDOT MPA, its designated officials, employees, and authorized agents. The Offeror agrees to immediately notify the MDOT MPA in writing if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this contract.

**2.26.2** Prior to receiving any information deemed by the State, MDOT or the MDOT MPA to be confidential or proprietary, the Offeror, contractor or any of its subcontractors, or any employees, officers, representatives or agents of the Offeror, contractor or subcontractor, will be required to enter into a Confidentiality and Non-Disclosure Agreement. A sample Confidentiality Agreement may be found at Attachment 5.

**2.26.1** The solicitation drawings will be made available to any interested Offeror who completes and sends in the Confidentiality and Non-Disclosure Agreement (Attachment 5) prior to the submission of proposals. Please email the agreement to the Procurement Officer, Trisha O'Neal at [toneal3@marylandports.com](mailto:toneal3@marylandports.com).

## **2.27 eMARYLAND MARKETPLACE ADVANTAGE**

**2.27.1** eMaryland Marketplace Advantage ("eMMA") is an electronic commerce system administered by the Maryland Department of General Services. All associated materials, the solicitation, the summary of the Pre-Proposal meeting, Offeror's questions and the Procurement Officer's responses, amendments, and other solicitation related information will be provided via eMMA.

**2.27.2** A Offeror must be registered on eMMA in order to receive a Contract award. Registration is free; should you have any questions regarding registration, please email the eMMA Help Desk at [eMMA.helpdesk@maryland.gov](mailto:eMMA.helpdesk@maryland.gov).

## 2.28 ELECTRONIC COMMUNICATION

2.28.1 The MDOT MPA will not accept protests, notices of claim, or claims by any electronic means (including by facsimile or email).

## 2.29 REVISIONS TO THE RFP

2.29.1 In the event it becomes necessary to revise any part of the RFP, or if any additional information is required to enable potential Offerors to interpret the provisions of the RFP, an amendment will be issued by MDOT MPA and posted on eMaryland Marketplace Advantage. **PROSPECTIVE BIDDERS/OFFERORS SHOULD REVIEW EMARYLAND MARKETPLACE ADVANTAGE PERIODICALLY TO DETERMINE WHETHER OR NOT MDOT MPA HAS ISSUED AN AMENDMENT TO THIS RFP.** MDOT MPA is not responsible for notifying Offerors of amendments to the RFP other than by posting amendments on eMaryland Marketplace Advantage.

2.29.2 If an Amendment has revised any of the required RFP documents, make sure that you submit the revised pages in your proposal. Pricing submitted shall reflect any and all changes made through an Amendment.

## 2.30 CONTRACTOR'S RESPONSIBILITY

- A. This RFP is to be read and construed as a whole.
- B. Offerors agree to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the Proposal. **Offerors shall not change or alter any Attachment or alter any other State attachments or the Bid/Proposal will be rejected.**
- C. Each Offeror is responsible for fully reading and understanding the terms and conditions of this RFP. Any Offeror finding any discrepancy in or omission from the RFP, or who is in doubt as to the meaning of any provision of this RFP, must direct questions or requests for clarification in writing to the Procurement Officer at the earliest possible time.
- D. Pursuant to MD Code, State Finance and Procurement, § 13-207 and COMAR 21.06.07.09, if the Bid/Proposal submitted for this contract is One Hundred Thousand Dollars (\$100,000.00) or more, the Awardee shall furnish both a Payment Bond and also a Performance Bond in the full amount of Contract Award as security for the completion of the Contract, in accordance with the Plans, Specifications and Special Provisions. (Refer to COMAR 21.07.02.10 for a sample of forms.)
- E. The Awardee shall begin work as specified in the "Notice to Proceed" (NTP).
- F. Awardee shall guarantee that all work performed under this contract will be done in accordance with the Specifications and Special Provisions and in a good workmanlike manner and to guarantee to renew or repair any work which may be

rejected due to defective materials or workmanship prior to final acceptance of the work.

- G. Awardee shall do all "Extra Work" required to complete the work contemplated at unit prices or lump sums to be agreed upon in writing prior to starting such extra work. If unit prices or lump sums cannot be agreed upon, Awardee agrees to perform such work on a "Force Account" basis, as provided by the General Provisions.

## **2.31 BID/PROPOSAL GUARANTY AND BONDING REQUIREMENTS**

A Proposal Security totaling **five (5%) percent** of the proposal amount will be required on bids of One Hundred Thousand Dollars (\$100,000.00) or more. (Refer to MD Code, State Finance and Procurement, § 13-207 and COMAR 21.06.07.09)

A Offeror who elects to furnish a Proposal Bond is requested to use the form provided with this RFP. On all Proposal Bonds, the amount should be specified in dollars, both in words and in figures, or in percentages.

A. Acceptable security for bid/proposal, performance, and payment bonds is limited to:

1. A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
2. A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
3. Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State of Maryland;
4. An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer. or
5. For performance security, on construction contracts, the grant of a mortgage or deed of trust on real property located in the State of Maryland when:
  - a. The face amount of the instrument does not exceed seventy-five percent (75%) of the contractor's equity interest in the property, and
  - b. The assignment of the mortgage or deed of trust is recorded in the county land records pursuant to Real Property Article, § 3-106 Annotated Code of Maryland.
  - c. The assignment of the mortgage or deed of trust is recorded in the county land records pursuant to Real Property Article, § 3-103, Annotated Code of Maryland.

B. When an Offeror elects to use cash as security for proposal, performance and payment bonds the acceptance of the cash security shall be acknowledged by a

written receipt signed by the head of the General Accounting Division or his designee, and included in the Offeror's proposal package at the time of proposal opening.

C. Surety Bond Assistance Program

Small businesses may qualify for assistance in obtaining proposal, performance and payment bonds through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue proposal, performance or payment bonds up to \$5 million. MSBDFA may also guarantee up to 90% of a surety's losses resulting from a contractor's breach of proposal, performance or payment bond or \$1,350,000.00, whichever is less. Bonds issued directly by the MSBDFA Surety Bond Program (Program) will remain in effect for the term of the contract. Bond guarantees will remain in effect for the term of the bond.

To be eligible for bonding assistance, an applicant must:

1. Have its principal place of business in Maryland or be a Maryland resident;
2. First be denied bonding by at least one surety in both the standard and specialty markets within ninety (90) days of submitting a bond application to MSBDFA;
3. Employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually;
4. Not subcontract more than 75 percent of the work;
5. Have good moral character and a history of financial responsibility;
6. Demonstrate that the contract will have a substantial economic impact; and
7. Never have defaulted on any loan or financial assistance made or guaranteed by MSBDFA.

Applicants are encouraged to apply for loan assistance under the Program through their respective bonding agents. Questions regarding the bonding assistance program shall be referred to:

Maryland Small Business Development Financing Authority  
c/o Meridian Management Group, Inc.  
826 East Baltimore Street  
Baltimore, Maryland 21202  
Phone: 410-333-2548  
Fax: 410-333-2552  
Email: [mmgdeal@mmggroup.com](mailto:mmgdeal@mmggroup.com)

## **2.32 VERIFICATION OF REGISTRATION AND TAX PAYMENT**

**2.32.1** Before a corporation can do business in the State of Maryland 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 due date for receipt of Proposals. A Bidder's/Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder/Offeror from final consideration and recommendation for Contract award.

**2.32.2** A foreign corporation is any corporation not incorporated under the laws of the State of Maryland. All foreign corporations, prior to performing any services for MDOT MPA, must register with the Maryland State Department of Assessments and Taxation in compliance with Subtitle 2, Title 7 of the Corporations and Associations Article of the Annotated Code of Maryland. Compliance is required of the successful vendor as well as the proposed subcontractors.

Forms can be obtained via the Maryland Department of Assessments and Taxation web site at: [www.dat.state.md.us](http://www.dat.state.md.us).

### **2.33 MBE LIQUIDATED DAMAGES**

**2.33.1** This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

**2.33.2** Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$25.13 per day until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$87.96 per MBE subcontractor.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

**2.33.3** Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

## **2.34 APPRENTICESHIP TRAINING FUND**

**2.34.1** The State Apprenticeship and Training Fund Law provides that contractors and certain subcontractors performing work on certain public work contracts are required to make contributions toward apprenticeship. See §17-601 through 17-606, State Finance and Procurement Article, Annotated Code of Maryland. Contractors and subcontractors have three options where they can choose to make their contributions: (1) participate in a registered apprenticeship training program; (2) contribute to an organization that has a registered apprenticeship training program; or (3) contribute to the State Apprenticeship and Training Fund.

## **2.35 INVESTMENT ACTIVITIES IN IRAN ACT**

**2.35.1** Companies appearing on the Investment Activities in Iran list are ineligible for Award. This list can be found at [www.bpw.state.md.us](http://www.bpw.state.md.us).

A Company listed on the Investment Activities in Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State agency or any public body of the State. Also, ineligible is any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

In addition, all bidders/Offerors must complete the Certification Regarding Investment Activities in Iran included herein and submit at time of bid/proposal.

## **2.36 ELECTRONIC TRANSACTIONS:**

- A. Participation in the solicitation process on a procurement contract for which electronic means have been authorized shall constitute consent by the bidder/Offeror to conduct by electronic means all elements of the procurement of that contract which are specifically authorized under the solicitation or the contract.
- B. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMaryland Marketplace Advantage), and electronic data interchange.
- C. In addition to specific electronic transactions specifically authorized in other sections of this RFP (e.g., Payment by Electronic Funds Transfer) and subject to the exclusions noted in this Section, the following transactions are authorized to be conducted by electronic means on the terms described:
  - 1. The Procurement Officer may conduct this procurement using eMaryland Marketplace Advantage, email or facsimile to issue:

- (a) the solicitation (e.g. the RFP/IFB);
  - (b) any amendments;
  - (c) pre-bid/proposal conference (if any) documents;
  - (d) questions and responses;
  - (e) communications regarding the solicitation to any bidder/Offeror or potential bidder/Offeror including requests for clarification, explanation, or removal of elements of a proposal deemed not acceptable;
  - (f) submission of proposals, if so, provided elsewhere in the solicitation;
  - (g) notices of award selection or non-selection; and
  - (h) the Procurement Officer's decision on any protest or Contract claim.
2. A bidder/Offeror or potential bidder/Offeror may use email or facsimile to:
- (a) ask questions regarding this solicitation;
  - (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by email or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
  - (c) request a debriefing;
  - (d) submit a "No Bid/Proposal Response" to this solicitation; and
  - (e) submission of initial bids or proposals.
3. The Procurement Officer, the State's Contract Manager and the contractor may conduct day-to-day contract administration, except as outlined in subsection E utilizing email, facsimile or other electronic means if authorized by the Procurement Officer or Contract Manager.
- E. The following transactions related to this procurement and any contract awarded pursuant to it are not authorized to be conducted by electronic means:
- 1. filing of protests;
  - 2. filing of contract claims;
  - 3. submission of documents determined by MDOT MPA to require original signatures (e.g. contract execution, contract modifications, etc.); or
  - 4. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the contractor, bidder or Offeror be provided in writing or hard copy.
- F. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the IFB/RFP, the Contract, or in the direction from the Procurement Officer or Contract Manager.

### **2.37 ELECTRONIC FUNDS TRANSER:**

**2.37.1** By submitting a response to this solicitation, the Consultant agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Consultant shall register with the EFT Registration, General Accounting Division form using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Form, available at [http://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Static\\_Files/X-](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/X-)

[1020130403.pdf](#). 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 and must include the business identification information as stated on the form and include the reasons for the exemption.

### **2.38 NO-COST EXTENSIONS**

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

### **2.39 INVOICING**

Subject to the performance of the work and its acceptance by the MDOT MPA, the Contractor may submit a monthly invoice for all appropriate charges for services performed during the monthly billing period. All such charges shall be derived in accordance with prices originally quoted on the Bid Form. The Contractor shall email the original of each invoice and signed authorization to invoice to MDOT MPA Accounts Payable at the email address: [mpainvoices@marylandports.com](mailto:mpainvoices@marylandports.com) or mail to: MDOT MPA Accounts Payable, 401 East Pratt Street, Suite 1100, Baltimore, MD 21202.

All invoices for services shall be verified by the Contractor as accurate at the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- 1) Contractor's name and address;
- 2) Remittance address;
- 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- 4) Invoice period (i.e. time period during which services covered by invoice were performed);
- 5) Invoice date;
- 6) Invoice number;
- 7) MDOT MPA assigned Contract number;
- 8) MDOT MPA assigned (Blanket) Purchase Order number(s);
- 9) Goods or services provided;
- 10) Amount due; and
- 11) Any additional documentation required by regulation or the Contract.

Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.

The MDOT MPA reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the MDOT MPA with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract; the reduced or withheld payments shall continue until such time as the Contractor brings itself into full compliance with the Contract.



Any action on the part of the MDOT MPA, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

The MDOT MPA is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

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## **SECTION 3      PROPOSAL FORMAT AND REQUIRED DOCUMENTS**

### **3.1      FORMAT**

#### **3.1.1    Technical Proposal**

**The Technical Proposal must NOT include Price Proposal information.** The Technical Proposal **MUST** include:

- A.      Cover Page – Show “Contract No. 519817, Technical Proposal - Agency-wide Facility Improvements, Offeror’s name and address and the date submitted on the cover. The Cover Page must also include a list of all its contents.
- B.      Contractor Questionnaire & other required supplemental information (Attachment 8)
- C.      An executed Bid/Proposal Affidavit (Attachment 2)
- D.      MBE Forms A&B (Attachment 7)
- E.      Confidentiality and Non-Disclosure Agreement (unless previously submitted Attachment 5)
- F.      Conflict of Interest Affidavit (Attachment 4)
- G.      Minority Business Affirmative Action Certification (Attachment 6)
- H.      Small Business Reserve Affidavit (Attachment 15)

The MDOT MPA can only accept emails that are less than or equal to 8MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information.

This email shall include:

- 1. Subject line “Contract No. 519817 Technical” plus the Contractor’s Name.
- 2. One attachment labeled “Contract No. 519817 Technical - Attachments” containing all Technical Proposal Attachments, signed and submitted in PDF format.
- 3. One attachment labeled “Contract No. 519817 Technical – Proposal” in Microsoft Word format (2007 or later).

#### **3.1.2    Price Proposal.**

The Price Proposal must include:

- A.      Cover page – Show Contract No. 519817 and the words Price Proposal – Agency-wide Facility Improvements, Offerors name and address and date submitted on the cover. The Cover Page must also include a list of all its contents.

B. The Price Proposal form(s) will be in the attached Microsoft Excel spreadsheet File. Filename **519817-Price Proposal Form**. All pricing submitted on these forms must be fully inclusive of all anticipated costs and must be firm for the duration of any contract resulting from this solicitation. Additional supporting documentation may be submitted with the Price Proposal, but nothing contained in the documentation will limit, amend or apply conditions of any kind to the pricing and fees quoted on the Price Proposal. Details for executing the Price Proposal are located in Section 4 of this RFP. The Price Proposal Form Must be printed, signed and submitted.

C. The executed proposal bond required by Section 2.7.5 of this RFP.

D. MBE Forms C & D will be requested after the opening of the Price Proposal.

The Financial Proposal shall be contained in one email with password protection. The MDOT MPA will contact Offerors for the password to open each file. Each file shall be encrypted with the same password. The Procurement Officer will only contact those Offerors with proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.

This email shall include:

1. Subject line "Contract No. 519817 Financial" plus the Contractor's Name.
2. One attachment labeled "Contract No. 519817 Financial" containing the Contract Financial Proposal contents, signed and submitted in PDF format.

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## SECTION 4 PRICE PROPOSAL FORM

### 4.1 INSTRUCTIONS; TERMS AND CONDITIONS

4.1.1 This page is a part of the Price Proposal Form and should accompany it.

4.1.2 Do not change or alter the form or the offer may be deemed unacceptable or nonresponsive.

4.1.3 The undersigned Offeror proposes and agrees to furnish all labor, equipment, and materials necessary for the performance of Contract No. 519817 in accordance with the RFP (including all amendments or addenda to the RFP).

4.1.4 Estimated quantities or values provided herein represent the estimate by the MDOT MPA and are for evaluation purposes only and are not warranted. Actual quantities or requirements during the term of the Contract may vary.

4.1.5 All prices must be recorded with dollars and cents (e.g., \$24.15). All unit prices must be the actual price for the proposed item(s) per this RFP and may not be contingent on any other factor or condition in any manner.

4.1.7 Offeror is to submit all-inclusive (i.e., “fully loaded”) fees or rates via this Price Proposal, to include all costs including but not limited to payroll, overhead, general administration, profit, taxes and fringe benefits.

4.1.8 Offerors **MUST** enter all unit prices in the Microsoft Excel Spread Form File. Filename **519817-Price Proposal Form** attached to this RFP. The Spread Sheet **MUST** be printed and executed by the Offeror and submitted with the Price Proposal.

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## **SECTION 5      SELECTION FOR AWARD**

### **5.1      EVALUATION AND AWARD**

**5.1.1** Offers shall be evaluated in accordance with this RFP by an evaluation committee selected by the MDOT MPA and by the Procurement Officer, who may be a member of the evaluation committee. If circumstances require it, members may be added or removed from the evaluation committee at any time. References may be checked, and contacts listed in the technical proposal may be contacted by individual members of the evaluation committee, the Procurement Officer, or by other staff of the MDOT MPA, who may report results to the evaluation committee or the Procurement Officer. Different people may contact different references and contacts.

**5.1.2** The Procurement Officer and/or an evaluation committee shall initially review each submission. Offerors whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. Proposals judged reasonably susceptible of being selected for award may later be rejected as not being reasonably selected for award or as being unacceptable. The Procurement Officer or the evaluation committee may elect to conduct discussions with Offerors whose proposals are classified as reasonably susceptible of being selected for award.

**5.1.3** Technical proposals will be evaluated first, independent of price proposals. Upon completion of the evaluation of technical proposals, price proposals will be evaluated. Upon completion of the evaluation of price proposals, technical and price proposals will be evaluated together to determine which offer is most advantageous to the MDOT MPA considering price and the technical evaluation. Upon the completion of evaluations, the evaluation committee will make a recommendation to the Procurement Officer. The Procurement Officer will then make a determination as to which offer is most advantageous to the MDOT MPA and will make a recommendation for selection to the MDOT MPA Executive Director or the Executive Director's designee. Upon any other necessary approvals, award shall be made.

**5.1.4** Technical proposals will be evaluated on the evaluation criteria set forth in Section 5.2. Technical Merit and Price shall have equal weighting.

### **5.2      TECHNICAL EVALUATION CRITERIA (LISTED IN ORDER OF IMPORTANCE, FROM MOST IMPORTANT CRITERIA TO LEAST IMPORTANT CRITERIA):**

**5.2.1** Offeror's performance under its previous contract(s) with the MDOT MPA whether or not the previous contract was submitted in the Contractor Questionnaire. The Contractor's Questionnaire must be submitted with the technical proposal, and the failure to do so will render the proposal non-responsive and result in rejection of a proposal.

**5.2.2** The experience of the Offeror (as a company or firm) performing the work and meeting the qualifications as detailed in the RFP Section 1.4 (Minimum Qualification). – Refer to the Contractor's Questionnaire - Section IV.

**5.2.3** Approach: Provide a general description, to be limited to two pages, double spaced and size 12 font, of the approach to be taken in executing this project - specifically the project sequencing,

techniques and the procedures of the project. Provide a list of activities to be self-performed; refer to Section 1.4.1 for the major elements of work and specialties. Provide a list of activities to be sub-contracted; refer to Section 1.4.1 for the major elements of work and specialties. Refer to the Contractor's Questionnaire Section VII.

- 5.2.4** The experience and qualifications of key staff of the Offeror as detailed in the RFP Section 1.4.2 (Key Staff). Refer to the Contractor's Questionnaire - Section VI.
- 5.2.5** Financial Capability and Stability. Refer to the Contractor's Questionnaire- Sections III.
- 5.2.6** Legal Considerations. Refer to the Contractor's Questionnaire - Section II.
- 5.2.7** Company Operations & Safety. Refer to the Contractor's Questionnaire - Section V.

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