



**Maryland Stadium Authority**

**Request for Proposals**

**Testing and Inspection Services**

**Pimlico Racing Facility Developments**

**Issued: June 6, 2025**

**NOTICE**

A Prospective Offeror that has received this document from a source other than eMaryland Marketplace (eMMA) <https://eMMA.maryland.gov> should register on eMMA. See Section 1.7.1 of this RFP.

A Prospective Offeror that has received this document from a source other than Bonfire <https://mdstad.bonfirehub.com/> shall register on Bonfire. See Section 1.7.2 of this RFP.

Minority Business Enterprises are encouraged to respond to this Request for Proposal. Please refer to Section 1.20 of this RFP for information regarding the MBE submission and compliance requirements.

## KEY INFORMATION SUMMARY SHEET

### MARYLAND STADIUM AUTHORITY

#### **Request for Proposals Testing and Inspection Services Pimlico Racing Facility Developments**

<b>RFP Issue Date:</b>	<b>June 6, 2025</b>
<b>Procurement Officer:</b>	<b>Christian Kramer</b> Maryland Stadium Authority 351 West Camden Street, Suite 300 Baltimore, Maryland 21201 Phone: (443) 202-3885 E-mail: <a href="mailto:ckramer@mdstad.com">ckramer@mdstad.com</a>
<b>Procurement Method:</b>	<b>Competitive Sealed Proposals</b>
<b>MBE Participation Goal:</b>	<b>12% overall, no subgoals</b>
<b>Pre-Proposal Conference:</b>	<b>June 13, 2025, at 10:00 a.m., Local Time</b> Registration link: <a href="https://us02web.zoom.us/join/https://us02web.zoom.us/meeting/register/xLkMio7WQve_4PoS6KTSPw">https://us02web.zoom.us/meeting/register/xLkMio7WQve_4PoS6KTSPw</a>
<b>Question Due Date:</b>	<b>June 20, 2025, at 1:00 p.m., Local Time</b>
<b>Proposal Closing Date and Time:</b>	<b>July 3, 2025, at 1:00 p.m., Local Time</b>
<b>Oral Presentations</b>	<b>July 18, 2025</b>

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Summary Statement

The Maryland Stadium Authority (“MSA”) is issuing this Request for Proposals (“RFP”) to select a qualified firm to provide testing and inspection services for the Pimlico Racing Facility Developments project (“Project”).

#### 1.2 Abbreviations and Definitions

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

- a. Agreement – The written contract (“Contract”) entered into by MSA and the selected Offeror responding to this RFP. The Agreement will include all MSA general terms and conditions, and will incorporate the entire RFP, including any addenda, and all or indicated portions of the selected Offeror’s proposal. For the purpose of this RFP, the terms Agreement and Contract are used interchangeably. A sample of the Agreement is attached to this solicitation as **Attachment L**.
- b. Client – Maryland Stadium Authority
- c. COMAR – Code of Maryland Regulations (available at <https://dsd.maryland.gov/Pages/default.aspx>).
- d. Contract – see Agreement.
- e. Contract Administrator (“CA” or “Contract Manager”) – The MSA representative for this Agreement that is primarily responsible for contract administration functions, including issuing written direction, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, and to assist the consultant in achieving on budget, on time and on target (e.g., within scope) completion of the Contract requirements. MSA may change the CA at any time by written notice to the Consultant. For the purpose of this RFP the terms Contract Administrator and Contract Manager are used interchangeably.
- f. Consultant – The Offeror selected under this RFP.
- g. Construction Manager (“CM”) – A third party engaged by MSA to provide construction management services. The CM is Clark Construction Group, and the Architect of Record is Ayers Saint Gross.
- h. eMMA – eMaryland Marketplace Advantage (available at <https://emma.maryland.gov>).
- i. Key Personnel – All Contractor Personnel identified in the solicitation and the Offeror’s Proposal that are essential to the work being performed under the Contract.

- j. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland.
- k. MBE – Minority Business Enterprise certified by the Maryland Department of Transportation (“MDOT”).
- l. MSA – Maryland Stadium Authority (available at <https://mdstad.com/>).
- m. MSA Business Hours – 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays or State closures.
- n. MSA Procurement Policies – MSA procurement policies and procedures (available at <https://mdstad.com/doing-business/contract-opportunities> or may be obtained by contacting the Procurement Officer.).
- o. Notice to Proceed (“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.
- p. Offeror – An individual or entity, regardless of legal status or organization, which submits a Proposal in response to this RFP. The Offeror is the individual or entity that will be executing the Contract with MSA.
- q. Owner – Maryland Stadium Authority.
- r. Procurement Officer (“PO”) – The MSA representative responsible for this RFP.
- s. Project – Pimlico Racing Facility Developments. This includes the redevelopment of the Pimlico Racing Facility located at 5201 Park Heights Ave, Baltimore, MD 21215.
- t. 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.
- u. Project Team – Includes MSA, Clark Construction Group, Ayers Saint Gross, the successful Offeror selected in response to this RFP, and any other consultant or entity MSA may engage to participate in the Project.
- v. Proposal – The submissions provided by an Offeror in response to this RFP, including, but not limited to, the Technical Proposal, Oral Presentation materials, Financial Proposal, any clarifications, Best and Final Offer (“BAFO”), or any other information that may be requested by the Procurement Officer.
- w. Proposal Closing Date and Time – as identified in the Key Information Summary Sheet of the RFP or as amended via addendum.
- x. Request for Proposals (“RFP”) – This procurement solicitation, as amended.

- y. Selection Committee – The persons evaluating the Proposals, and recommending to the Procurement Officer which Offeror to select as the apparent awardee.
- z. State – The State of Maryland.

### **1.3 Agreement Type**

The Agreement that results from this RFP will be for a not-to-exceed amount, which will include an Owner's contingency. The Owner's contingency will be used at Owner's sole discretion. The Contract amount shall not be exceeded without the necessary contract modification.

### **1.4 Agreement Duration**

The term of the Agreement will be for a period necessary to complete the scope of work, as agreed upon by MSA and the successful Offeror.

Testing and Inspection Services resulting from this solicitation are anticipated to commence immediately upon award and continue through December 2027.

### **1.5 Procurement Officer**

The sole point-of-contact for purposes of this RFP is the Procurement Officer listed in the Key Information Summary Sheet.

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

### **1.6 The Contract and Project Manager**

The Contract and Project Manager is:

Matt Bodt  
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 all potential Offerors. After Contract Award, MSA may change the Project Manager at any time by written notice to the successful Offeror.

### **1.7 E-Procurement Platforms**

#### **1.7.1 e-Maryland Marketplace Advantage**

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

### **1.7.2 Bonfire**

Bonfire is the electronic procurement system for the Maryland Stadium Authority. In order to submit technical and financial Proposals, and to receive a contract award, a vendor must be registered on Bonfire. You can register at: <https://mdstad.bonfirehub.com/>.

### **1.8 Pre-Proposal Conference**

A virtual Pre-Proposal Conference (“Conference”) will be held on the date and time indicated on the Key Information Summary Sheet.

Please click on the registration link stated on the Key Information Summary Sheet for details regarding the Conference, and to RSVP to the event.

### **1.9 Reserved**

### **1.10 Questions**

Questions regarding this RFP shall be submitted electronically, in Word or PDF format, via the e-procurement platform Bonfire no later than the date and time indicated on the Key Information Summary Sheet.

In the document, 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 and Time. Answers to all substantive questions that have not previously been answered, and are not clearly specific to the requestor, will be provided via addendum.

### **1.11 Proposal Closing Date and Time – technical and financial Proposals**

To be considered, **technical and financial Proposals** shall be submitted via the e-procurement platform Bonfire no later than on the date and time indicated on the Key Information Summary Sheet, as amended. Requests for an extension of this date or time will not be granted.

### **1.12 Oral Presentations**

Short-listed Offerors may be required to make virtual oral presentations to the Selection Committee. Oral presentations are to be held on the date(s) indicated on the Key Information Summary Sheet.

Typically, oral presentations will follow a specified format and generally be limited to 45 minutes [30 minutes for the presentation, and 15 minutes for questions]. The Procurement Officer will provide details and instructions to the short-listed Offerors 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.

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.

### **1.13 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.

### **1.14 Affidavits**

#### **1.14.1 Proposal Affidavit**

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

#### **1.14.2 Contract Affidavit**

All Offerors are advised that if an Agreement is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes only as **Attachment C** of this RFP. This Affidavit must be provided within five business days after notification of proposed Agreement award.

For purposes of completing Section "B" of the affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

#### **1.14.3 Conflict of Interest Affidavit**

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

### **1.15 Procurement Method**

The Agreement resulting from this RFP will be awarded in accordance with the Competitive Sealed Proposals process under Section 3 (C) of MSA's Procurement Policies.

### **1.16 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 Contract if selected for contract award.



### **1.17 Revisions to the RFP**

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

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

### **1.19 False Statement**

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. Offerors shall comply with the obligations set forth therein, including, without limitation, the following:

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

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

## **1.20 Minority Business Enterprise**

Minority Business Enterprises are encouraged to respond to this solicitation.

1. An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total contract dollar value, including all renewal option terms, if any. MBE goals for the construction phase will be determined prior to the bidding phase. All subcontractors named by the Offeror as part of their MBE Schedule must be certified with the Maryland Department of Transportation (MDOT).
2. Notwithstanding any subgoals established for this RFP, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.
4. An Offeror that does not commit to meeting the entire MBE participation goal(s) stated in this RFP must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in **Attachment D-1B**, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit **Attachment D-1A** at the time it submits its Technical Proposal to the RFP will result in the State's rejection of the Offeror's Proposal. This failure is not curable.
5. If the Offeror fails to properly complete, sign, and submit **Attachment D-1A** at the time it submits its technical Proposal, the Procurement Officer may determine that the Proposal is not reasonably susceptible of being selected for award.
6. Attachments
  - A. Minority Business Enterprise instructions and forms are provided in **Attachment D** to assist Offerors.
  - B. The Offeror shall include with its Technical Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:
    - a. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any

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

- D. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable sub-goals.
  - E. Further, if the selected Offeror believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11. If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for award. If the Project has already been awarded, the award is voidable.
- 9. A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are 410-865-1269, 1-800-544-6056, or TTY 410-865-1342. The directory is also available on the MDOT website at <https://marylandmdbe.mdbecert.com/FrontEnd/searchcertifieddirectory.asp>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.
  - 10. An Offeror that requests a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) business days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
  - 11. All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Offeror in connection with its certified MBE participation commitment, and all of its amendments, shall be considered a part of the Agreement and are hereby expressly incorporated into the Agreement by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see **Attachment L**).
  - 12. The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent contract.

### **1.21 Incurred Expenses; Economy of Preparation**

Neither MSA nor the Client is responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration or in performing any other activities relative to this 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 will be subject to Section 10 of MSA's Procurement Policies and Procedures and the relevant provisions of the Contract.

### **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 and/or 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. This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the technical Proposal and if applicable, separately in the financial Proposal. 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**

1. If the Consultant furnishes any design, device, material, process or other item that is covered by a patent or copyright or that is proprietary to or a trade secret of another, it shall obtain the necessary permission or license to permit MSA or the Client to use such item.
2. The Consultant will defend or settle, at its own expense, any claim or suit against MSA and the Client alleging that any such item furnished by the Consultant infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, copyright or trade secret, the Consultant will defend MSA and the Client against that claim at the Consultant's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided MSA and the Client: (i) promptly notifies the Consultant in writing of the claim; and (ii) allows the Consultant to control and cooperates with the Consultant in, the

defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in the next paragraph.

3. If any products furnished by the Consultant become, or in the Consultant's opinion are likely to become, the subject of a claim of infringement, the Consultant will, at its option and expense: (i) procure for MSA and Client 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 Consultant, the MSA and TOC under any termination clause in the contract. The effect of termination of the contract hereunder will be to discharge the Consultant, the MSA and the Client from future performance of the contract, but not from their rights and obligations existing at the time of termination. The Consultant shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the contract. The MSA and the Client shall notify the Consultant 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 Consultant 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 Contract shall be construed to require the MSA to use any Offeror or exclusively use the Consultant for the services described in this RFP. MSA reserves the right to obtain services of any nature from other sources when it is in the best interest of the MSA to do so and without notice to any party. The MSA makes no guarantees that it will purchase any products or services from the Consultant resulting from this RFP.

### **1.29 Sustainability Policies**

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

### **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 a Contract resulting from this RFP (including without limitation any information or data stored within the Consultant'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 Contract, 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 Contract; (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 and/or Project related data or records where such loss is due to the intentional act or omission or negligence of the Consultant or any of its sub consultants or agents, the Consultant shall be responsible for recreating such lost data in the manner and on the schedule set by the Project Manager. The Consultant shall ensure that all data is backed up and recoverable by the Consultant.

### **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 Contract, and while serving as an official or employee of the State, become or be an employee of the Consultant or any entity that is a sub-consultant on Contract.

### **1.34 Nondiscrimination in Employment**

The Consultant 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 subconsultants 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 Consultant 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 Consultant, 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 Consultant 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 Proposal due date and time. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award under this RFP.

Prior to contract award under this RFP, the selected firm, including the joint ventures, must be able to provide a Certificate of Good Standing from the Maryland State Department of Assessments and Taxation.



### **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 work-flow 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 Maryland Law**

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

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

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

Any exceptions to the requirements of this RFP, the sample Agreement, or any other exhibits or attachments shall be clearly identified in the Executive Summary of the Technical Proposal, and shall be accompanied by the Offeror's proposed amended language to the requirements in question. If an Offeror has taken no exception, the Executive Summary shall so state.

All exceptions will be taken into consideration when evaluating the Offeror's Proposal. MSA reserves the right to accept or reject any exceptions.

**Warning:** Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

### **1.41 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.

### **1.42 Multiple Proposals**

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

## SECTION 2

### OFFEROR QUALIFICATION AND EXPERIENCE

The Offeror shall clearly demonstrate in its Technical Proposal that it meets the qualifications listed below as of the Proposal Closing Date and Time the Offeror. For each listed requirement, the Executive Summary shall include a reference(s) to the page number(s) in the Proposal where such evidence can be found.

**Note:** Offeror's Proposals that fail to respond to all requirements of this Section may be deemed not reasonably susceptible of being selected for award.

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

1. Is a firm that is licensed to operate in the State of Maryland;
2. Has been in business for at least five (5) years;
3. Has a minimum of five (5) years of significant experience in providing testing and inspection services. Provide a list of projects that your firm has performed as a prime consultant that demonstrate how you meet this requirement. You must include all of the following items in your response:
  - A. Earthwork/soils;
  - B. Asphalt;
  - C. Erosion and Sediment Control;
  - D. Concrete;
  - E. Masonry;
  - F. Steel;
  - G. Roofing;
  - H. Fireproofing/Fire Resistant Materials;
  - I. Waterproofing;
  - J. Windows and skylights; and
  - K. Painting;
4. Is able to provide testing and inspection services in accordance with the applicable codes and practices, including, without limitation, the 2021 International Building Code, American Council of Independent Laboratories, Baltimore City's Code, and as specified in the applicable Project construction documents.
5. Offeror shall clearly and accurately demonstrate specialized knowledge and experience in the aforementioned categories, as well as with the requirements for testing and inspections set forth in the Schematic Design Documents (**Attachment J**).

6. Has the ability to meet the insurance coverage requirements stated in the Sample Contract (**Attachment L**).

**NOTE:** An Offeror meeting these requirements does not guarantee that the Offeror will be deemed responsible or have its Technical Proposal deemed reasonably susceptible of being selected for award.

## SECTION 3

### PURPOSE AND SCOPE OF WORK

#### 3.1 Purpose

MSA is issuing this RFP to contract with a qualified Testing and Inspection Firm to provide testing and inspection services related to the Project.

The Project includes the redevelopment of the Pimlico Race Course located at 5201 Park Heights Avenue, Baltimore, MD 21215.

Offeror will contract directly with the MSA, but will be required to work in close coordination with the Project team.

#### 3.2 Scope of Services

As part of the requirements outlined in the Schematic Design Documents (**Attachment J**), the scope of testing, inspection, and lab services may include, but is not limited to, the following:

1. **Earthwork/soils:** Soil density and compaction, soil bearing capacity, suitability of soils, asphalt compaction, etc.;
2. **Environmental Conditions:** Erosion and sediment control compliance with MDE requirements;
3. **Concrete:** Compressive strength, slump, forming, reinforcing, moisture testing, floor flatness, etc.;
4. **Masonry:** Mortar, grout strength, cast stone, etc.;
5. **Steel:** Visual inspections (connection, steel and welding materials, bolted and welded connections, painting, etc.), specialized weld testing (magnetic particle, ultrasonic, liquid penetration, radiographic shear stud bond), compliance with erection plans, bearing plates, nelson studs, decking, cold formed metal framing, etc.;
6. **Roofing:** Electronic leak detection of new roof prior to substantial completion, , and manufacturer certified third party inspections, etc.;
7. **Fireproofing/Fire Resistant Materials:** Intumescent paint, spray applied fireproofing, fire stopping, etc.;
8. **Waterproofing and Air Barriers:** Inspect surface prep, application, flashing, protection, drainage components. Preconstruction testing and inspection of mockup for air barrier;
9. **Windows and skylights:** Perform air leakage, water resistance testing, structural adhesion testing, etc.; and
10. **Painting:** Pre-installation testing of interior and exterior paint material.

### **3.3 Performance Requirements**

Further, the scope shall include the following performance requirements:

1. Consultant shall provide qualified personnel the construction site, as required, upon 24-hour notice.
2. Consultant shall provide an interdisciplinary inspector(s) at the site. These inspectors shall maintain a consistent presence onsite as required by MSA or the CM, and shall be certified to perform inspections for the below disciplines:
  - a. Soils;
  - b. Asphalt;
  - c. Concrete;
  - d. Rebar; and
  - e. Masonry.
3. Consultant shall attend necessary onsite pre-installation and construction meetings as required by MSA or CM.
4. Consultant shall coordinate sequence of inspections with MSA and CM as to not delay the construction schedule. Inspections shall be coordinated and performed so the necessity of removing and replacing construction to accommodate testing & inspections is avoided entirely.
5. Consultant shall perform specified inspections, sampling, and testing of materials as required by the specifications for this Project.
6. Consultant shall prepare lists of uncompleted work, non-conformance reports, and deficiencies notices. Reports shall be submitted to MSA, CM, and filed within the project management platform simultaneously within (1) day of site visit and/or completion of lab testing.
7. Consultant shall supply all field personnel with a direct means of communication and reporting protocols with their office and with the CM or MSA.
8. Consultant shall be responsible for providing, storing, and protecting their own tools, materials, and equipment. This includes the provisions for concrete cylinder cure boxes.
9. Consultant shall comply with the CM's safety plan.

## **SECTION 4**

### **PROPOSAL SUBMISSION AND REQUIREMENTS**

#### **4.1 Solicitation Process**

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

##### **4.1.1 Step 1 – Submission of Proposals**

Offerors must submit a technical and a financial Proposal in accordance with this RFP. After the Proposal Closing Date and Time for Proposals, Technical Proposals will be reviewed by the Procurement Officer, and those deemed responsible and reasonably susceptible of being selected for award will be reviewed by the Selection Committee. Offerors that fail to respond to all requirements of the RFP may be deemed not reasonably susceptible of being selected for award.

##### **4.1.2 Step 2 – Review of Technical Proposals**

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

##### **4.1.3 Step 3 – Short-list and Financial Proposals**

Based on achieved technical rankings, the Selection Committee will short-list firms to participate in the Financial Proposal phase of the procurement.

The Procurement Officer will request short-listed firms to provide the password to their Financial Proposal. Failure from the Offeror to provide the password within one (1) business day upon request by the Procurement Officer will deem the Offeror’s Proposal not reasonably susceptible of being selected for award.

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

##### **4.1.4 Step 4 – Review of Financial Proposals**

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

##### **4.1.5 Step 5 – Recommendation for Award**

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

## **4.2 Instruction for Submission of Proposals—General Requirements**

Offerors shall upload the technical and financial Proposals through the e-procurement platform Bonfire no later than the Proposal Closing Date and Time indicated in the Key Information Summary Sheet, as amended.

Proposals not submitted in the manner indicated in the RFP will be considered not responsive to this RFP and will be rejected.

Offerors shall allow sufficient electronic transmission time to ensure timely receipt of their proposal. Proposals received by MSA after the Proposal Closing Date and Time are not eligible for being selected for award and will be rejected. Proposals will not be opened publicly.

All pages of each proposal volume must be consecutively numbered from beginning (Page 1 of “x”) to end (Final Page “x”).

Offers shall compile each Proposal Volume into one document. Each Proposal Volume shall be a machine-readable and searchable PDF-file, and shall be formatted so each and every page can be legibly printed in 8 1/2” x 11” format.

**Note: Proposals shall be protected against involuntary editing. Proposals that contain editable entries, to include but not limited to marginal comments, and unprotected fillable fields or cells, may be rejected.**

## **4.3 Volume I – Technical Proposal**

Offerors shall submit technical Proposals labeled “OfferorName – TI – PRFD - TP”. The Technical Proposal shall follow the format provided below.

### **4.3.1 Transmittal Letter**

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

### **4.3.2 Title Page and Table of Contents**

The technical Proposal shall begin with a title page bearing the, Offeror’s 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.

### **4.3.3 Executive Summary**

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

- A. Include a section providing the Offeror's credentials, to include:
  - a. Offeror's legal name as registered with SDAT, and if applicable any d/b/a;
  - b. Offeror's identification numbers:
    - 1) Socio-economic certification numbers, e.g., MBE and/or Small Business Reserve ("SBR") certification number;
    - 2) Tax Identification Number;
    - 3) SDAT Department Number; and
    - 4) eMMA account number;
  - c. Two (2) Points of Contact ("POC") concerning Offeror's Proposal, including each POC title, phone number and e-mail address; and;
  - d. Identify any joint ventures, if any.
- B. Include a section detailing any exceptions the Offeror has taken to the requirements of this RFP, the sample Agreement, or any other exhibits or attachments. If an Offeror has taken no exception, the Executive Summary shall so state. See Section 1.40 for additional instructions.
- C. Acknowledge the receipt of any and all addenda associated with this RFP;
- D. Confirm Offeror's availability for Oral Presentations; and
- E. Include a table with cross-references to each requirement, identified in Section 2 and Section 3 of the RFP, with the location in the submission (section and page number) where the Offeror has demonstrated or documented that it meets the requirement.

#### **4.3.4 Experience and Qualifications**

The Offeror shall provide an overview of the Offeror's experience in providing testing & inspection services. Offerors must include the Project Experience Form (**Attachment I**). See Section 2 of this RFP.

- A. Information regarding the Offeror's experience, qualifications, and capabilities, including an overview of the Offeror's experience providing testing and inspection services.
- B. The Offeror shall clearly and accurately demonstrate the specialized knowledge and experience required for consideration for materials testing and inspection services.
- C. The Offeror shall demonstrate the ability to provide testing and inspection services in accordance with the applicable codes and practices, including, without limitation, 2021 International Building Code, American Council of Independent Laboratories, Baltimore City's Code, and as specified in the applicable Project construction documents.



- D. Three (3) references of previous projects (within the last three years) of relevance to the proposed scope of work must be included on the Corporate Profile (**Attachment E**).

#### **4.3.5 Work Plan**

At a minimum, Offerors shall address the following:

- A. Approach: Provide a descriptive and Project specific narrative of the Offeror's approach to the items outlined in Section 3 of this RFP. Provide this information in the exact order listed and using the headings indicated. This Offeror shall clearly demonstrate what is being proposed for this Project.
- B. Resumes: Provide resumes for each proposed Key Personnel, and key subcontractors.
- C. Identify any subcontractors and/or joint ventures at the time of submission, if any, and the roles these relationships will have in the performance of the Contract. Upon MSA's request, Offerors shall make available within 24 hours the subcontractor and/or joint venture scope of work documents and/or agreement; and
- D. A completed Capacity Summary Sheet (**Attachment G**).

#### **4.3.6 Other Required Submissions**

Offerors must submit the following items in the Technical Proposal:

- A. A completed Bid/Proposal Affidavit (**Attachment A**). The form must be completed by the Offeror and all joint venture partners (if applicable).
- B. A completed Conflict of Interest Information/Affidavit and Disclosure (**Attachment B**). The form must be completed by the Offeror and all joint venture partners (if applicable). By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- C. A completed MBE Form D-1A (included in **Attachment D**).
- D. Proof of insurance certifying the Offeror's ability to comply with the insurance requirements, as set forth in the sample Contract attached hereto in **Attachment L**. The Offeror shall demonstrate its ability to meet this requirement by providing:
  - a. A copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date; or
  - b. A statement from the Offeror's insurance carrier, on the carrier's letterhead, indicating the Offeror's ability to comply with the requirements set for the in **Attachment L**.
- E. A completed Prime Contractor's List of All Subcontractors (**Attachment N**).

#### **4.4 Volume II – Financial Proposal**

Offerors shall submit financial Proposals that require a password to be opened, are protected against editing, and labeled “OfferorName – TI – PRFD - FP”.

The Procurement Officer will request the password to open the financial Proposal from short-listed Offerors only. Failure from the Offeror to provide the password within one (1) business day upon request by the Procurement Officer will deem the Offeror’s Proposal not reasonably susceptible of being selected for award.

A sample copy of the financial Proposal Form is attached as **Attachment H**. Do not amend, alter, or leave blank any items on the form or include additional clarifying or contingent language on or attached to the form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award.

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

## **SECTION 5**

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

#### **5.1 Evaluation Criteria**

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

##### **5.1.1 Technical Evaluation Criteria**

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

- A. Understanding of the Project and adequacy of the Work Plan to provide the proposed services;
- B. Experience and qualifications of the Offeror and its Key Personnel;
- C. Past Performance and References of Offeror;
- D. Work Capacity of Offeror, proposed subcontractors, and Key Personnel;
- E. Overall Quality of Submission; and
- F. Proposed exceptions.

##### **5.1.2 Financial Evaluation Criteria**

Short-listed Offerors that are invited to submit a password to open their Financial Proposal and that are deemed as meeting all of the requirements will be ranked (most advantageous to least advantageous) based on an analysis of the information provided in the Financial Proposal submission.

#### **5.2 Reciprocal Preference**

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- 1. The Maryland resident business is a responsible Offeror;
- 2. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- 3. The other state gives a preference to its resident businesses through law, policy, or practice; and
- 4. The preference does not conflict with a federal law or grant affecting the procurement Contract.

### **5.3 General Selection Process**

1. The Contract will be awarded in accordance with the competitive sealed proposals process under Section 3(C) of MSA's Procurement Policies.
2. Prior to award of a Contract 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.
3. 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.

### **5.4 Award Determination**

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

## **ATTACHMENTS**

The attachments to this RFP are available through the e-procurement platform Bonfire.

Attachment A	Bid/Proposal Affidavit
Attachment B	Conflict of Interest Affidavit and Disclosure
Attachment C	Contract Affidavit
Attachment D	MBE Instructions and Forms
Attachment E	Corporate Profile
Attachment F	<i>Reserved</i>
Attachment G	Capacity Summary Sheet
Attachment H	Financial Proposal Forms
Attachment I	Project Experience Form
Attachment J.1	Schematic Design – Equine Facilities
Attachment J.2	Schematic Design – Clubhouse
Attachment K	<i>Reserved</i>
Attachment L	Sample Contract
Attachment M	MBE Search Factors
Attachment N	Prime Contractor’s List of ALL Subcontractors