



**Maryland Stadium Authority**

**Request for Proposals**

**Risk Management Consulting Services  
Owner Controlled Insurance Program**

**Issue Date: September 22, 2015**

Minority Business Enterprises are Encouraged to Respond to this Solicitation.

**KEY INFORMATION SUMMARY SHEET**  
**MARYLAND STADIUM AUTHORITY**

**Request for Proposals**

**Risk Management Consulting Services  
Owner Controlled Insurance Program**

**21<sup>st</sup> Century School Buildings Program**

**RFP Issue Date:** September 22, 2015

**Procurement Officer:** Carmina Perez-Fowler  
Maryland Stadium Authority  
351 West Camden Street, Suite 500  
Baltimore, Maryland 21201  
Office Phone: (410) 223-4129  
e-mail: [cperezfowler@mdstad.com](mailto:cperezfowler@mdstad.com)

**Procurement Method:** Competitive Sealed Proposals

**Proposals are to be sent to:** Procurement Officer

**Pre-Proposal:** Monday, October 5, 2015 at 1:30 p.m. In-person or via conference call.

**Closing Date and Time:** Wednesday, October 28, 2015 no later than 1:00 pm (Local Time)

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## **SECTION 1**

### **GENERAL INFORMATION**

#### **1.1 Summary Statement**

The Maryland Stadium Authority (“MSA”) and Baltimore City Public Schools (“City Schools”) are seeking a risk management consultant (“Consultant”) to assist in the development and coordination of an Owner Controlled Insurance Program (“OCIP”) for the 21<sup>st</sup> Century School Buildings Program (“Program”). This Program results from the Baltimore City Public Schools Construction and Revitalization Act of 2013 (the “Act”), which was approved by the Maryland General Assembly during the 2013 legislative session. The Act authorizes MSA to finance up to \$1.1 billion for the renovation and/or replacement of City Schools’ buildings, and will be implemented and administered through a combination of MSA and City Schools staff.

The Consultant will work closely with the MSA, City Schools and other firms contracted by MSA and City Schools in a cooperative and coordinated fashion to develop and oversee a risk management program, including the feasibility and cost effectiveness of implementing an OCIP.

#### **1.2 Abbreviations and Definitions**

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

- a) **21<sup>st</sup> Century School** - A generally accepted term for a school building that includes, but is not limited to, space adaptability for teaching, learning, and community usage, cutting-edge learning technology, and environmental sustainability
- b) **Act** - The Baltimore City Public Schools Construction and Revitalization Act of 2013 (available at <http://baltimore21stcenturyschools.org>)
- c) **City Schools** - The Baltimore City Board of School Commissioners or its designated staff.
- d) **City Schools Procurement Policy** - City Schools procurement policies and procedures (available at [www.baltimorecityschools.org/site/Default.aspx?PageID=626](http://www.baltimorecityschools.org/site/Default.aspx?PageID=626)).
- e) **Contract** – The contract entered into between Owner and the selected Offeror. The Contract will include all general terms and conditions, and will incorporate the entire RFP, including any amendments and addenda to the RFP, and all or indicated portions of the selected Offeror’s Proposal.

- f) **COMAR** - Code of Maryland Regulations (available at [www.dsd.state.md.us](http://www.dsd.state.md.us))
- g) **Consultant** – The Offeror selected under the requirements and procedures contained in this RFP.
- h) **eMM** – eMaryland Marketplace ([www.ebidmarketplace.com](http://www.ebidmarketplace.com))
- i) **IAC** - Interagency Committee on School Construction.
- j) **Local Time** – Time in the Eastern Time Zone as observed by the State.
- k) **MBE** – Minority Business Enterprise certified by the Maryland Department of Transportation (MDOT).
- l) **MSA** – Maryland Stadium Authority ([www.mdstad.com](http://www.mdstad.com)).
- m) **MSA Business Hours** – 8:30 A.M. to 5:00 P.M., Local Time, Monday through Friday, excluding State holidays.
- n) **MSA Procurement Policies** – MSA procurement policies and procedures (available at [www.mdstad.com/contracting](http://www.mdstad.com/contracting)).
- o) **OCIP** - An Owner Controlled Insurance Program (OCIP) is a coordinated insurance program for construction projects that provides eligible participants of a construction project with various insurance coverages under one policy held by the owner of the project(s).
- p) **Offeror** – An entity that submits a Proposal in response to this RFP.
- q) **Owner** – The party entering into the Contract with the Consultant, which could be either (1) MSA or (2) MSA and City Schools.
- r) **Procurement Officer (PO)** – The MSA representative responsible for this RFP. MSA may change the Procurement Officer at any time and will provide written notice to the Offerors of any such change
- s) **Program** - The replacement or renovation and/or additions of certain City Schools buildings in accordance with the Act.
- t) **Project** – A specific City Schools building.
- u) **Proposal** - The submission provided by Offerors in response to this RFP.
- v) **RFP** - This Request for Proposals.
- w) **Selection Committee**- The representatives of the MSA and City Schools selecting the Consultant.

x) **State** – The State of Maryland.

### 1.3 **Contract Type**

The Contract resulting from this RFP will be a fixed fee professional services contract that shall not be exceeded without the necessary Contract modification.

### 1.4 **Contract Duration**

The term of the Contract will be for a period necessary to complete the scope of work, as agreed upon by the Owner and the Consultant.

### 1.5 **Procurement Officer**

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

Carmina Perez-Fowler  
Maryland Stadium Authority  
351 West Camden Street, Suite 500  
Baltimore, Maryland 21201  
Telephone #: 410-223-4129  
Email: [cperezfowler@mdstad.com](mailto:cperezfowler@mdstad.com)

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

### 1.6 **Pre-Proposal Conference**

A Pre-Proposal Conference (Conference) will be held on **Monday, October 5, 2015 beginning at 1:30 pm (Local Time) in Baltimore**. Offerors may also attend via conference call. Attendance at the Conference is not mandatory but is strongly recommended. Please **RSVP by October 1, 2015** to [cpdgprocurement@mdstad.com](mailto:cpdgprocurement@mdstad.com) and include the name of the firm, address, and number of attendees and whether you will be participating in person or via conference call. Please note that because of space limitations, only two (2) individuals per firm will be allowed to attend in-person and parking will be limited to one (1) space per firm. Information regarding the conference call, location, and parking will be sent by email to all registered firms.

### 1.7 **e-Maryland Marketplace**

In order to receive a Contract award, a vendor must be registered on eMM. Registration is free. Go here to register: <https://ebidmarketplace.com/>. Click on "Registration" to begin the process and follow the prompts.

## 1.8 Questions

**Questions may be submitted** by USPS mail, or **preferably by e-mail**, to the Procurement Officer. All post Pre-Proposal Conference questions are to be submitted, in writing, **preferably via email**, or USPS mail **no later than 12:00 pm (Local Time) on October 14, 2015** to the Procurement Officer only. Based on the availability of time to research and communicate an answer, the PO will decide whether an answer can be given before the Proposal closing date. Answers to all substantive questions that have not previously been answered, and are not clearly specific to the requestor, will be responded via addendum.

## 1.9 Proposals' Closing Date

Proposals must be received by the Procurement Officer, at the address listed in Section 1.5 and the Key Information Summary Sheet, **no later than 1:00 pm (Local Time) Wednesday, October 28, 2015**, in order to be considered.

Requests for extension of this date or time will not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Proposals received by the Procurement Officer after the deadline will not be considered. Unless otherwise directed, Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

## 1.10 Oral Presentation

Offerors may be required to make oral presentations to the Selection Committee. Significant representations made by an Offeror during the 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 resulting from this RFP. **Oral presentations, if necessary, will be held after the Proposal closing date on date(s) in November to be determined.**

Typically, oral presentations will follow a specified format and generally be limited to one (1) hour. The Procurement Officer will notify the Offeror with details and instructions prior to the presentations.

The presentations may include, without limitation, the following items:

- Description of how the Offeror plans to meet the identified requirements in the RFP.
- Experience and capabilities.
- Description of the organization.
- Description of references and the scope of services to other clients by each reference.

### **1.11 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.

### **1.12 Revisions to the RFP**

If it becomes necessary to revise this RFP before the closing date for Proposals, amendments will be posted on MSA's website. Amendments made after the closing date for Proposals will be sent only to those Offerors who submitted a timely Proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the Proposal closing date must accompany the Offeror's Proposal in the Executive Summary accompanying the Proposal as identified in Section 4.2. Acknowledgement of the receipt of amendments to the RFP issued after the Proposal closing date shall be made in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

### **1.13 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 and City Schools. This may be followed by submission of Offeror-revised Proposals and best and final offers (BAFOs). MSA also reserves the right, in its sole discretion, to award a contract based upon written Proposals received, without prior discussions or negotiations.

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

MSA and/or City Schools will not be 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.

### **1.15 Protests/Disputes**

Any protest or dispute related to this RFP or a resulting Contract will be subject to Section 10 of MSA's Procurement Policies and Procedures and the relevant provisions of the Contract. MSA's Procurement Policies are available for review



on MSA's website at [www.mdstad.com/contracting](http://www.mdstad.com/contracting) or may be obtained by contacting the Procurement Officer.

### **1.16 Access to Public Records Act Notice**

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

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed.

### **1.17 Offeror Responsibilities**

The Consultant shall be responsible for all products and services required by this RFP. Subconsultants must be identified, and a complete description of their roles relative to the Proposal must be included in the Proposal. The Consultant retains responsibility for all work to be performed by and any deliverable submitted by a subconsultant. 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.

### **1.18 Patents, Copyrights, and Intellectual Property**

a) 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 and/or City Schools to use such item.

b) The Consultant will defend or settle, at its own expense, any claim or suit against MSA and/or City Schools 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/or City Schools 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/or City Schools: (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.

c) 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: (a) procure for MSA and/or City Schools the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

### **1.19 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.

### **1.20 Loss of Data**

In the event of loss of any MSA and/or City Schools data or records where such loss is due to the intentional act or omission or negligence of the Consultant or any of its subconsultants or agents, the Consultant shall be responsible for recreating such lost data in the manner and on the schedule set by the Procurement Officer. The Consultant shall ensure that all data is backed up and recoverable by the Consultant.

### **1.21 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.

### **1.22 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.

### **1.23 Procurement Method**

The Contract resulting from this RFP will be awarded in accordance with the Competitive Sealed Proposals process under Section 3 (C) of MSA's Procurement Policies. MSA's Procurement Policies are available for review on MSA's website at [www.mdstad.com/contracting](http://www.mdstad.com/contracting) or may be obtained by contacting the Procurement Officer.

### **1.24 Verification of Registration and Tax Payment**

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

### **1.25 False Statements**

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

- a) In connection with a procurement contract, a person may not willfully:
  - 1) Falsify, conceal, or suppress a material fact by any scheme or device;
  - 2) Make a false or fraudulent statement or representation of a material fact; or
  - 3) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b) A person may not aid or conspire with another person to commit an act under subsection of this section.
- c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

### **1.26 Minority Business Enterprises**

There is no MBE participation goal for this procurement.

### **1.27 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 subconsultant on said Contract.

### **1.28 Maryland Law**

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

### **1.29 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.

### **1.30 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 a Contract, 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 a Contract.

### **1.31 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 and the Owner under any termination clause in the Contract. The effect of termination of a Contract hereunder will be to discharge the Consultant and Owner 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. Owner 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.

### **1.32 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.

### **1.33 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: (a) 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 (b) 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.

### **1.34 Non-Exclusive Use**

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

### **1.35 Payments by Electronic Fund Transfer**

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

[http://comptroller.marylandtaxes.com/Government\\_Services/State\\_Accounting\\_Information/Static\\_Files/APM/gadx-10.pdf](http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf). After award, the form must be submitted **directly** to the Comptroller's Office. Please not do submit these forms to the Owner.

### 1.36 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a contract affidavit. A copy of this Affidavit is included as **Attachment D** of this RFP. This Affidavit must also be provided within five (5) business days of notification of proposed Contract award.

## **SECTION 2**

### **OFFEROR QUALIFICATIONS**

#### **2.1 Minimum Qualifications**

The Offeror shall meet or exceed at least the following minimum qualifications:

- a) The Offeror must have at least five (5) years experience providing wrap-up development, administration, and consulting services, including the procurement, design, marketing, and implementation of an OCIP for projects of similar size and scope as the Program.
- b) The Offeror must have knowledge and expertise with regard to construction risk management, including risk control services, claims management, loss/forecasting control, construction safety programs, and risk management information systems.
- c) The Offeror must have experience managing firms that provide administration for OCIP and insurance and other risk management products available in the marketplace.

## **SECTION 3**

### **PURPOSE AND SCOPE OF WORK**

#### **3.1 Purpose**

This RFP is to retain a Consultant to assist in the development and administration of a risk management program for the Program. Generally, the Consultant will analyze the feasibility and cost effectiveness of creating a wrap-up insurance program, assist the Owner in the procurement and implementation process for the selected insurance program, and act as Owner's representative for purposes of oversight of the insurance program. It is imperative that the Consultant be completely independent. Consultant and its subconsultants will be precluded from participating in any subsequent procurement related to insurance services for the Program.

At present, Owner anticipates that up to twenty-eight (28) Projects identified in the Program could potentially enter construction between 2016 and 2018. The current budget for all aspects of the Program is approximately \$980 million. MSA and City Schools will deliver each school Project via the Construction Manager at Risk ("CMR") method. For each Program Year, MSA and City Schools will issue Requests for Qualifications to determine a pool of qualified firms for Architectural and Engineering Services ("A/E"), Construction Management ("CM"), Building Commissioning Services ("Cx"), and Testing and Inspection Services ("T&I"). For each Project, separate Requests for Proposals will be issued for A/E, CM, Cx and T&I to those firms in the pre-selected pools. Therefore, each Project will have a different team.

As required by the Act, the MSA, City Schools, Baltimore City, and the Interagency Committee on Schools Construction ("Parties") agreed to a Memorandum of Understanding ("MOU"), which was approved by all parties and the Maryland Board of Public Works. The MOU addresses sixteen parameters identified in the Act and can be viewed at [www.mdstad.com/images/pdf/mou-final-2013.pdf](http://www.mdstad.com/images/pdf/mou-final-2013.pdf). It is recommended that Offerors familiarize themselves with the requirements, goals, and aspirations identified in the MOU, as it outlines the Parties' roles, rights, responsibilities, and efforts to engage the local community with regards to apprenticeships, student training/internships, local employment, and contracting objectives.



### 3.2 Scope Overview

Time is of this essence for these services. Owner anticipates that work requirements will include, but not be limited to, the services described in this Section.

a) Perform an assessment of the various insurance and risk management needs of the Program, including, without limitation, the following products:

- Workers' Compensation, including Employers Liability;
- Commercial General Liability;
- Umbrella and/or Excess Liability;
- Builders Risk;
- Environmental; and,
- Other special types of coverage and/or bonding products (e.g. payment and performance bonds).

b) Perform feasibility and cost analysis regarding OCIP and other risk management programs.

c) Assist Owner in the design and procurement of the broadest risk management program at the most reasonable cost that adequately protects the MSA, City Schools and all other parties against the risks arising out of the Program. Some of the duties include, without limitation, the following: (1) provide recommendation for coverage limits and types of insurance and bonding; (2) determine potential costs as a percentage of construction costs; (3) and develop specifications for a Request for Qualification and Proposals seeking a wrap-up insurance administrator.

d) Act as the Owner's representative in the development and implementation of the risk management program and provide oversight of the wrap-up insurance administrator. Some of the duties include, without limitation, the following: (1) participate in negotiations with insurers, underwriters, and regulatory authorities; (2) review marketing campaigns; (3) review reports submitted by the wrap-up insurance administrator; (4) monitor the wrap-up administrator's enrollment, insurance/credit verification, loss and risk control, safety, and claims management procedures and programs; (5) provide assistance regarding certificate of insurance and certified payroll requirements; (6) assist in the budget close-out process; and (7) perform audits.

### 3.3 Schedule

A schedule outlining the anticipated Program timeline is attached as **Attachment C**.

## **SECTION 4**

### **PROPOSAL SUBMISSION & REQUIREMENTS**

#### **4.1 Submission – General Requirements**

Offerors will submit Proposals in two separate volumes: Volume I – Technical Proposal and Volume II – Financial Proposal. Each volume shall be labeled as follows: **“21<sup>st</sup> Century School Buildings Program- Request for Proposals - Risk Management Consulting Services – Owner Controlled Insurance Program – Volume [I or II].”**

Each Offeror is required to submit a sealed package clearly labeled for each "Volume" and tendered to the attention of the Procurement Officer at the address listed in Section 1.5 of this RFP. **An electronic submission (formatted as a pdf file in a flash drive) and six (6) bound paper copies of each Volume are to be submitted. One of the bound copies shall be labeled “Original” and shall include original signatures of the Bid/Proposal Affidavit and Conflict of Interest Statement for Volume I.**

All pages of the Proposal volume must be consecutively numbered from beginning (Page 1) to end (Page “x”). The final page of each Volume shall state “Final Page”.

Offerors must respond to all requirements identified in the RFP. Offerors who fail to do so will be deemed not reasonably susceptible of being selected for award.

#### **4.2 Volume I – Technical Proposal**

This section provides specific instructions for submission of the Offeror’s Technical Proposal. The Technical Proposal shall include:

##### **a) Title and Table of Contents**

The Technical Proposal shall begin with a title page bearing the name and address of the Offeror, point of contact information (including e-mail address), and the name 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.

##### **b) Executive Summary**

The Offeror shall condense and highlight the contents of the Proposal in a separate section titled “Executive Summary.” The summary shall identify any exceptions the Offeror has taken to the requirements of this RFP and attachments, acknowledge the receipt of any amendments/addenda associated

with this RFP, and identify the tax identification number of the “prime” offeror.

**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. If an Offeror takes no exception to MSA terms and conditions, the Executive Summary should so state.**

**c) Work Plan**

The Scope of Work set forth in Section 3 of this RFP provides Offerors with information on the desired outcome of this solicitation. At a minimum, Offerors shall address the following in their Work Plan:

- 1) The Offeror’s organization and how it intends to complete the services outlined in this RFP.
- 2) The names, titles, and resumes of the key management and other personnel (staffing plan) directly involved with performing the services that will be required under the Contract. This should include any firms identified as part of the Offeror’s subconsultant team.
- 3) The Offeror’s proposed schedule from contract award through full implementation with key milestones identified.

**d) Offeror Experience and Capabilities**

Offerors shall describe prior experience and capabilities on the following:

- 1) Experience providing risk management consulting services similar in scope to those identified in this RFP.
- 2) The number of years the Offeror has performed risk management services.
- 3) A list of projects in which the Offeror has had experience performing similar risk management services as those described in the RFP. The list shall include the client name, dates when services were performed, the construction costs of the projects, and a description of the services. The Proposal shall include a description of at least three OCIP projects of comparable size and complexity.
- 4) A list of at least three (3) references for current or previous similar projects. Provide the name of the organization and the name, title, and telephone number of the point of contact for each organization identified as a reference.

**Note: During Proposal evaluation, MSA reserves the right to require 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 determination regarding the Offeror’s financial responsibility.**

#### **e) Subcontractors/Joint Ventures**

Offerors shall identify any known subconsultants and/or joint ventures at the time of submission and the roles these relationships will have in the performance of the Contract to be awarded. Upon MSA's request, Offerors shall make available within 24 hours all subconsultant/joint venture scope of work documents and proposals.

#### **f) Required Submissions**

Offerors must submit the following items in the Technical Proposal:

- 1) A completed Bid/Proposal Affidavit **Attachment A**;
- 2) Conflict of Interest Information/Affidavit and Disclosure **Attachment B**;
- 3) Description of projects where the Offeror performed similar services as those described in Section 3.2 (see Section 4.2(d));
- 4) Based on the information included in this RFP, a general cost-benefit analysis regarding the use of traditional insurance products versus OCIP;
- 5) Proposed schedule from contract award through full implementation with key milestones identified (see Section 4.2(c)); and
- 6) A list of at least 3 (three) references for current or previous projects where the Consultant performed similar services as those required under this RFP (see Section 4.2(d)).

### **4.3 Volume II - Financial Proposal - Required Submissions**

Offerors must submit the pricing sheet attached to this RFP as **Attachment E**. The anticipated Contract term for this RFP shall be assumed for an initial term of three (3) years, with two option terms of two (2) years each, for a potential contract term of seven (7) years. A multiplier is provided for the option years as identified on the pricing sheet. The base fee shall take into account revisions to the Project schedule and budget. Please note that the hourly rates identified in the pricing form are fully-loaded rates inclusive of all travel-related and reimbursable expenses (e.g. travel, lodging, meals, printing, and mailing costs).

## **SECTION 5**

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

#### **5.1 Evaluation Criteria**

Evaluation of the Proposals will be performed by the Selection Committee and will be based on the criteria set forth below. Technical criteria shall be given more weight than financial criteria. The Technical Proposal will be worth 70% of the overall score, with breakdowns pertaining to key personnel/staffing, firm experience, work plan, references, among other factors. The Financial Proposal will be worth 30% of the overall score. Upon receipt of submissions, the Selection Committee will review the Offerors' Technical Proposals. Firms deemed as meeting all requirements will be ranked and, based on the achieved rankings, selected firms will then be "short listed". The Financial Proposals of those short listed firms will be evaluated by the Selection Committee.

#### **5.2 Technical Criteria**

The criteria used to rate the Technical Proposal is listed below in descending order of importance:

- a) Adequacy of the Work Plan to provide the proposed services.
- b) Experience and qualifications of the Offeror and its key management personnel (staffing plan), with specific emphasis on similar projects
- c) Interview/Presentation
- d) References

#### **5.3 Financial Criteria**

All short listed Offeror's will be ranked from the lowest (best price) to the highest price, based on the total proposed contract amount.

#### **5.4 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. Therefore, as described in COMAR 21.05.01.04, a resident business preference may be given if: A responsible Offeror, whose headquarters, principal base of operations, or principal site that will primarily provide the services required by this RFP is in another state, submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and the preference does not conflict with a federal law or grant affecting the Contract. The preference given will be identical to the preference that the other state, through law, policy, or practice gives to its residents.

## **5.5 Selection Procedures**

Proposals will be reviewed by the Selection Committee comprised of representatives of MSA and City Schools. The selections will be awarded in accordance with the competitive sealed proposals process under Section 3(C) of MSA's Procurement Policies. Prior to a Consultant selection pursuant to this RFP, MSA and City Schools may require any or all Offerors to submit such additional information bearing upon the Offeror's ability to perform the services as MSA and City Schools may deem appropriate. MSA and City Schools may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Offeror.

MSA may hold discussions with any or all Offerors 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 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 review of those proposals.

## **5.6 Award Determination and Contract Award**

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

## **ATTACHMENTS**

- A. BID/PROPOSAL AFFIDAVIT
- B. CONFLICT OF INTEREST INFORMATION/AFFIDAVIT AND DISCLOSURE
- C. ANTICIPATED PROJECT SCHEDULE
- D. CONTRACT AFFIDAVIT
- E. PRICING SHEET

**ATTACHMENT A**  
**BID/PROPOSAL AFFIDAVIT**



## ATTACHMENT - Bid/Proposal Affidavit

### A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects 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.

#### B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a Contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**E. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland 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 of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other

agreements with the State of Maryland, including its agencies or a political subdivision of the State, 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.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
  - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

(1) The business named above is a (domestic \_\_\_ ) (foreign \_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
(If not applicable, so state). \_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and

regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business 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 business, to solicit or secure the Contract, and that the business 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 any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Representative and Affiant)

**ATTACHMENT B**

**CONFLICT OF INTEREST INFORMATION/AFFIDAVIT AND DISCLOSURE**



**CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE**




- A. "Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage."
  
- B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a Bidder, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
  
- C. The Bidder warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
  
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary).
  
  
  
  
  
  
  
  
  
  
- E. The Bidder agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions, which the Bidder has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the Contract has been awarded and performance of the Contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

**ATTACHMENT C**  
**ANTICIPATED PROGRAM SCHEDULE**

Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2014												2015				2016				2017				2018				2019				2020				2021			
						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
<b>MSA BALTIMORE CITY SCHOOLS MASTER PROGRAM SCHEDULE - 2015.05</b>																																													
<b>EXECUTIVE PROGRAM SUMMARY</b>																																													
<b>PLAN YEAR ONE SCHOOLS</b>																																													
<b>FREDERICK ES - REPLACEMENT</b>																																													
S01-SUM-100	FEASIBILITY STUDY - FREDERICK	0	31-Dec-13 A	30-Jun-14 A		FEASIBILITY STUDY - FREDERICK																																							
S01-SUM-200	A/E PROCUREMENT - FREDERICK	0	01-Jul-14 A	18-Sep-14 A		A/E PROCUREMENT - FREDERICK																																							
S01-SUM-300	CM PROCUREMENT - FREDERICK	0	11-Sep-14 A	05-Jan-15 A		CM PROCUREMENT - FREDERICK																																							
S01-SUM-400	PLANNING / DESIGN - FREDERICK	70	22-Sep-14 A	08-Sep-15	75	PLANNING / DESIGN - FREDERICK																																							
S01-SUM-500	GMP DEVELOPMENT & APPROVAL - FREDERICK	107	01-Sep-15	03-Feb-16	0	GMP DEVELOPMENT & APPROVAL - FREDERICK																																							
S01-SUM-600	CONSTRUCTION - FREDERICK	380	04-Feb-16	01-Aug-17	0	CONSTRUCTION - FREDERICK																																							
S01-SUM-700	CLOSEOUT / MOVE-IN / START OF SCHOOL - FREDERICK	19	02-Aug-17	28-Aug-17	0	CLOSEOUT / MOVE-IN / START OF SCHOOL - FREDERICK																																							
<b>FT. WORTHINGTON PK-8 - REPLACEMENT</b>																																													
S02-SUM-100	FEASIBILITY STUDY - FT. WORTHINGTON	0	31-Dec-13 A	30-Jun-14 A		FEASIBILITY STUDY - FT. WORTHINGTON																																							
S02-SUM-200	A/E PROCUREMENT - FT. WORTHINGTON	0	01-Jul-14 A	19-Sep-14 A		A/E PROCUREMENT - FT. WORTHINGTON																																							
S02-SUM-300	CM PROCUREMENT - FT. WORTHINGTON	0	17-Sep-14 A	05-Jan-15 A		CM PROCUREMENT - FT. WORTHINGTON																																							
S02-SUM-400	PLANNING / DESIGN - FT. WORTHINGTON	57	22-Sep-14 A	19-Aug-15	99	PLANNING / DESIGN - FT. WORTHINGTON																																							
S02-SUM-500	GMP DEVELOPMENT & APPROVAL - FT. WORTHINGTON	119	31-Aug-15	18-Feb-16	0	GMP DEVELOPMENT & APPROVAL - FT. WORTHINGTON																																							
S02-SUM-600	CONSTRUCTION - FT. WORTHINGTON	369	19-Feb-16	01-Aug-17	0	CONSTRUCTION - FT. WORTHINGTON																																							
S02-SUM-700	CLOSEOUT / MOVE-IN / START OF SCHOOL - FT. WORTHINGTON	19	02-Aug-17	28-Aug-17	0	CLOSEOUT / MOVE-IN / START OF SCHOOL - FT. WORTHINGTON																																							
<b>LYNDHURST - PK-8 RENOVATION</b>																																													
S03-SUM-100	FEASIBILITY STUDY - LYNDHURST	0	03-Jan-14 A	17-Oct-14 A		FEASIBILITY STUDY - LYNDHURST																																							
S03-SUM-200	A/E PROCUREMENT - LYNDHURST	0	20-Oct-14 A	30-Jan-15 A		A/E PROCUREMENT - LYNDHURST																																							
S03-SUM-300	CM PROCUREMENT - LYNDHURST	0	20-Oct-14 A	18-Feb-15 A		CM PROCUREMENT - LYNDHURST																																							
S03-SUM-400	PLANNING / DESIGN - LYNDHURST	114	20-Feb-15 A	09-Nov-15	50	PLANNING / DESIGN - LYNDHURST																																							
S03-SUM-500	GMP DEVELOPMENT & APPROVAL - LYNDHURST	129	27-Oct-15	28-Apr-16	0	GMP DEVELOPMENT & APPROVAL - LYNDHURST																																							
S03-SUM-600	CONSTRUCTION - LYNDHURST	399	29-Apr-16	22-Nov-17	0	CONSTRUCTION - LYNDHURST																																							
S03-SUM-700	CLOSEOUT / MOVE-IN / START OF SCHOOL - LYNDHURST	25	27-Nov-17	02-Jan-18	0	CLOSEOUT / MOVE-IN / START OF SCHOOL - LYNDHURST																																							
<b>JOHN EAGER HOWARD ES - RENOVATION</b>																																													
S04-SUM-100	FEASIBILITY STUDY - JOHN EAGER HOWARD	0	25-Dec-13 A	17-Oct-14 A		FEASIBILITY STUDY - JOHN EAGER HOWARD																																							
S04-SUM-200	A/E PROCUREMENT - JOHN EAGER HOWARD	0	20-Oct-14 A	30-Jan-15 A		A/E PROCUREMENT - JOHN EAGER HOWARD																																							
S04-SUM-300	CM PROCUREMENT - JOHN EAGER HOWARD	0	20-Oct-14 A	18-Feb-15 A		CM PROCUREMENT - JOHN EAGER HOWARD																																							
S04-SUM-400	PLANNING / DESIGN - JOHN EAGER HOWARD	161	11-Feb-15 A	19-Jan-16	55	PLANNING / DESIGN - JOHN EAGER HOWARD																																							
S04-SUM-500	GMP DEVELOPMENT & APPROVAL - JOHN EAGER HOWARD	35	01-Feb-16	18-Mar-16	0	GMP DEVELOPMENT & APPROVAL - JOHN EAGER HOWARD																																							
S04-SUM-600	CONSTRUCTION - JOHN EAGER HOWARD	445	21-Mar-16*	19-Dec-17	0	CONSTRUCTION - JOHN EAGER HOWARD																																							
S04-SUM-700	CLOSEOUT / MOVE-IN / START OF SCHOOL - JOHN EAGER HOWARD	20	20-Dec-17	18-Jan-18	689	CLOSEOUT / MOVE-IN / START OF SCHOOL - JOHN EAGER HOWARD																																							
<b>FOREST PARK HS - RENOVATION</b>																																													
S12-SUM-100	FEASIBILITY STUDY - FOREST PARK	0	16-Dec-13 A	14-Feb-15 A		FEASIBILITY STUDY - FOREST PARK																																							
S12-SUM-110	PEER REVIEW - FOREST PARK	0	10-Dec-14 A	10-Feb-15 A		PEER REVIEW - FOREST PARK																																							
S12-SUM-200	A/E PROCUREMENT - FOREST PARK	6	10-Feb-15 A	08-Jun-15	0	A/E PROCUREMENT - FOREST PARK																																							
S12-SUM-300	CM PROCUREMENT - FOREST PARK	9	23-Feb-15 A	11-Jun-15	27	CM PROCUREMENT - FOREST PARK																																							
S12-SUM-400	PLANNING / DESIGN - FOREST PARK	212	09-Jun-15	07-Apr-16	46	PLANNING / DESIGN - FOREST PARK																																							
S12-SUM-500	GMP DEVELOPMENT & APPROVAL - FOREST PARK	68	08-Apr-16	14-Jul-16	0	GMP DEVELOPMENT & APPROVAL - FOREST PARK																																							
S12-SUM-600	CONSTRUCTION - FOREST PARK	522	15-Jul-16	01-Aug-18	0	CONSTRUCTION - FOREST PARK																																							
S12-SUM-700	CLOSEOUT / MOVE-IN / START OF SCHOOL - FOREST PARK	18	02-Aug-18	27-Aug-18	0	CLOSEOUT / MOVE-IN / START OF SCHOOL - FOREST PARK																																							
<b>ROBERT POOLE BUILDING - RENOVATION</b>																																													
S05-SUM-100	FEASIBILITY STUDY - ROBERT POOLE	0	19-Dec-13 A	16-Jan-15 A		FEASIBILITY STUDY - ROBERT POOLE																																							




 Remaining Level of Effort  
 Actual Level of Effort  
 Milestone



**BALTIMORE CITY PUBLIC SCHOOLS**



Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	2014				2015				2016				2017				2018				2019				2020				2021			
						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
S05-SUM-200	A/E PROCUREMENT - ROBERT POOLE	0	16-Dec-14 A	19-May-15 A		A/E PROCUREMENT - ROBERT POOLE																															
S05-SUM-300	CM PROCUREMENT - ROBERT POOLE	0	16-Dec-14 A	19-Mar-15 A		CM PROCUREMENT - ROBERT POOLE																															
S05-SUM-400	PLANNING / DESIGN - ROBERT POOLE	185	20-Mar-15 A	22-Feb-16	55	PLANNING / DESIGN - ROBERT POOLE																															
S05-SUM-500	GMP DEVELOPMENT & APPROVAL - ROBERT POOLE	82	16-Feb-16	09-Jun-16	0	GMP DEVELOPMENT & APPROVAL - ROBERT POOLE																															
S05-SUM-600	CONSTRUCTION - ROBERT POOLE	370	10-Jun-16	22-Nov-17	0	CONSTRUCTION - ROBERT POOLE																															
S05-SUM-700	CLOSEOUT / MOVE-IN / START OF SCHOOL - ROBERT POOLE	25	27-Nov-17	02-Jan-18	0	CLOSEOUT / MOVE-IN / START OF SCHOOL - ROBERT POOLE																															
<b>ARLINGTON PK-5 - RENOVATION</b>																																					
S06-SUM-100	FEASIBILITY STUDY - ARLINGTON	0	17-Dec-13 A	15-Mar-15 A		FEASIBILITY STUDY - ARLINGTON																															
S06-SUM-200	A/E PROCUREMENT - ARLINGTON	39	16-Mar-15 A	24-Jul-15	0	A/E PROCUREMENT - ARLINGTON																															
S06-SUM-300	CM PROCUREMENT - ARLINGTON	40	30-Apr-15 A	27-Jul-15	19	CM PROCUREMENT - ARLINGTON																															
S06-SUM-400	PLANNING / DESIGN - ARLINGTON	161	27-Jul-15	14-Mar-16	60	PLANNING / DESIGN - ARLINGTON																															
S06-SUM-500	GMP DEVELOPMENT & APPROVAL - ARLINGTON	82	15-Mar-16	08-Jul-16	0	GMP DEVELOPMENT & APPROVAL - ARLINGTON																															
S06-SUM-600	CONSTRUCTION - ARLINGTON	490	11-Jul-16	12-Jun-18	0	CONSTRUCTION - ARLINGTON																															
S06-SUM-700	CLOSEOUT / MOVE-IN / START OF SCHOOL - ARLINGTON	54	13-Jun-18	27-Aug-18	0	CLOSEOUT / MOVE-IN / START OF SCHOOL - ARLINGTON																															
<b>PATTERSON HS - REPLACEMENT</b>																																					
S09-SUM-100	FEASIBILITY STUDY - PATTERSON	135	18-Mar-14 A	10-Dec-15	-162	FEASIBILITY STUDY - PATTERSON																															
S09-SUM-200	A/E PROCUREMENT - PATTERSON	57	11-Dec-15	02-Mar-16	-218	A/E PROCUREMENT - PATTERSON																															
S09-SUM-300	CM PROCUREMENT - PATTERSON	55	11-Dec-15	29-Feb-16	-186	CM PROCUREMENT - PATTERSON																															
S09-SUM-400	PLANNING / DESIGN - PATTERSON	212	03-Mar-16	03-Jan-17	-163	PLANNING / DESIGN - PATTERSON																															
S09-SUM-500	GMP DEVELOPMENT & APPROVAL - PATTERSON	82	27-Dec-16	20-Apr-17	-218	GMP DEVELOPMENT & APPROVAL - PATTERSON																															
S09-SUM-600	CONSTRUCTION - PATTERSON	545	21-Apr-17	03-Jun-19	-218	CONSTRUCTION - PATTERSON																															
S09-SUM-700	CLOSEOUT / MOVE-IN / START OF SCHOOL - PATTERSON	18	04-Jun-19	27-Jun-19	-218	CLOSEOUT / MOVE-IN / START OF SCHOOL - PATTERSON																															
<b>PIMLICO PK-8 - RENOVATION</b>																																					
S10-SUM-100	FEASIBILITY STUDY - PIMLICO	0	17-Dec-13 A	15-Mar-15 A		FEASIBILITY STUDY - PIMLICO																															
S10-SUM-200	A/E PROCUREMENT - PIMLICO	38	26-Mar-15 A	23-Jul-15	0	A/E PROCUREMENT - PIMLICO																															
S10-SUM-300	CM PROCUREMENT - PIMLICO	30	26-Mar-15 A	13-Jul-15	28	CM PROCUREMENT - PIMLICO																															
S10-SUM-400	PLANNING / DESIGN - PIMLICO	161	24-Jul-15	11-Mar-16	60	PLANNING / DESIGN - PIMLICO																															
S10-SUM-500	GMP DEVELOPMENT & APPROVAL - PIMLICO	82	14-Mar-16	07-Jul-16	0	GMP DEVELOPMENT & APPROVAL - PIMLICO																															
S10-SUM-600	CONSTRUCTION - PIMLICO	491	08-Jul-16	12-Jun-18	0	CONSTRUCTION - PIMLICO																															
S10-SUM-700	CLOSEOUT / MOVE-IN / START OF SCHOOL - PIMLICO	54	13-Jun-18	27-Aug-18	0	CLOSEOUT / MOVE-IN / START OF SCHOOL - PIMLICO																															
<b>ARUNDEL PK-8 - RENOVATION</b>																																					
S11-SUM-100	FEASIBILITY STUDY - ARUNDEL	0	31-Oct-14 A	16-Jan-15 A		FEASIBILITY STUDY - ARUNDEL																															
S11-SUM-200	A/E PROCUREMENT - ARUNDEL	0	16-Jan-15 A	17-Apr-15 A		A/E PROCUREMENT - ARUNDEL																															
S11-SUM-300	CM PROCUREMENT - ARUNDEL	12	16-Jan-15 A	16-Jun-15	13	CM PROCUREMENT - ARUNDEL																															
S11-SUM-400	PLANNING / DESIGN - ARUNDEL	174	01-Jun-15	05-Feb-16	55	PLANNING / DESIGN - ARUNDEL																															
S11-SUM-500	GMP DEVELOPMENT & APPROVAL - ARUNDEL	67	01-Feb-16	03-May-16	0	GMP DEVELOPMENT & APPROVAL - ARUNDEL																															
S11-SUM-600	CONSTRUCTION - ARUNDEL	557	25-May-16	01-Aug-18	0	CONSTRUCTION - ARUNDEL																															
S11-SUM-700	CLOSEOUT / MOVE-IN / START OF SCHOOL - ARUNDEL	18	02-Aug-18	27-Aug-18	0	CLOSEOUT / MOVE-IN / START OF SCHOOL - ARUNDEL																															
<b>CHERRY HILL PK-8 - RENOVATION</b>																																					
S07-SUM-100	FEASIBILITY STUDY - CHERRY HILL	0	31-Oct-14 A	16-Jan-15 A		FEASIBILITY STUDY - CHERRY HILL																															
S07-SUM-200	A/E PROCUREMENT - CHERRY HILL	3	16-Jan-15 A	03-Jun-15	0	A/E PROCUREMENT - CHERRY HILL																															
S07-SUM-300	CM PROCUREMENT - CHERRY HILL	4	16-Jan-15 A	04-Jun-15	26	CM PROCUREMENT - CHERRY HILL																															
S07-SUM-400	PLANNING / DESIGN - CHERRY HILL	186	04-Jun-15	26-Feb-16	60	PLANNING / DESIGN - CHERRY HILL																															
S07-SUM-500	GMP DEVELOPMENT & APPROVAL - CHERRY HILL	82	29-Feb-16	22-Jun-16	0	GMP DEVELOPMENT & APPROVAL - CHERRY HILL																															
S07-SUM-600	CONSTRUCTION - CHERRY HILL	537	23-Jun-16	01-Aug-18	0	CONSTRUCTION - CHERRY HILL																															
S07-SUM-700	CLOSEOUT / MOVE-IN / START OF SCHOOL - CHERRY HILL	18	02-Aug-18	27-Aug-18	0	CLOSEOUT / MOVE-IN / START OF SCHOOL - CHERRY HILL																															

 Remaining Level of Effort  
 Actual Level of Effort  
 Milestone



**BALTIMORE CITY PUBLIC SCHOOLS**



**ATTACHMENT D**  
**CONTRACT AFFIDAVIT**

**Contract Affidavit**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_ (title) and the duly authorized representative of \_\_\_\_\_ (business) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic\_\_\_\_) (foreign\_\_\_\_) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

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

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**C. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
(Signature of Authorized Representative and Affiant)

**ATTACHMENT E**

**PRICING SHEET**

**(attached separately in Excel format)**