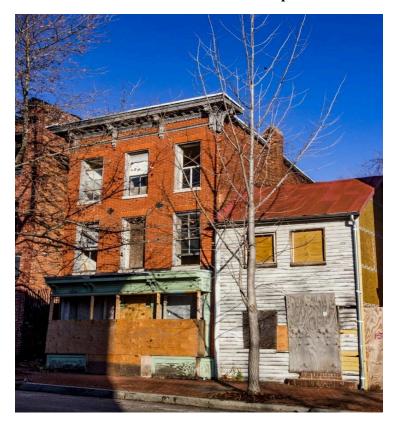


Request For Proposals RFP Mixed-use and commercial space



1504/1506 W Baltimore St

Issued by: The Southwest Partnership

Procurement Method: Competitive Proposals

MBE Participation / Local hire Goal: 33%

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A. General Information

• The Southwest Partnership, Inc., ("Issuer"), through this RFP, is seeking written proposals from qualified entities, which will redevelop the Properties at 1504 and 1506 W. Baltimore St. SWP has had previous plans for mixed-use consistent with its origin. However, developers are

encouraged to create a plan proposal that is market-driven, consistent with the vision of the Southwest Partnership, and will create a vibrancy in the community.

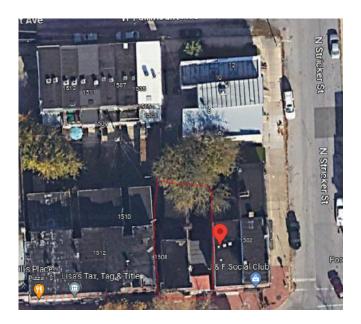
- Southwest Partnership is soliciting proposals from prime contractors to provide abatement, deconstruction, demolition, and rehabilitation that may include hazardous materials. For properties identified in the RFP. We are looking for someone to conduct abatement, deconstruction, and demolition services, including the selection of qualified contractors, consultants, engineers, and others as the circumstances may require.
- Provide a narrative detailing your experience serving in a prime contractor capacity on prior
 projects of abatement, deconstruction, demolition, and rehabilitation projects that may include
 hazardous materials. Specifically, highlight the number of years has provided these services and
 any prior experience you have performing abatement and demolition services on similar-sized
 structures.
- Provide a comprehensive narrative detailing how you intend to approach the completion of the preconstruction and field operations described in the scope of services, as it pertains to the properties identified in this RFP. The narrative should identify the individuals/positions who will be responsible for the completion of each task. Unique conditions for specific property locations should be clearly detailed. Within the narrative, you must confirm their understanding of the requirements outlined as required for CHAP.
- The <u>Southwest Partnership</u> is a coalition of seven neighborhood associations and six anchor institutions in Southwest Baltimore working together to build formidable communities of choice. The member organizations are Barre Circle Community Association, Hollins Roundhouse Neighborhood Association, Franklin Square Neighborhood Association, Mount Clare Community Council, Citizens of Pigtown, and Poppleton NOW! Union Square Association, B&O Railroad Museum, Bon Secours Community Works, Lifebridge Health, University of Maryland Baltimore, the University of Maryland BioPark, University of Maryland Medical Center, and Wexford Science and Technology.
- <u>1504 W Baltimore</u> is the last remaining wood structure in West Baltimore. The building has housed a variety of businesses over time; a cigar and tobacco shop, an eating house, a barbershop, and a shooting gallery to name a few. SWP stabilized the property in 2020.
- Both addresses are zoned C-2. "Small to medium-scale commercial use, typically located along urban corridors. Designed to accommodate pedestrians and, in some instances, the automobile. Mixed-use development is appropriate within this district."

Please review these sources for additional context

- National Historic Register
- 2018 Franklin Square Plan
- 2015 Franklin Square Urban Renewal Plan
- <u>Union Square Historic District</u>
- Hubzone -
- Enterprise Zone

Pre-Proposal Conference and Site Visit a Web Pre-Proposal Conference will take place. In May 2024 will make an announcement. For questions regarding this RFP email adrian@swpbal.org

Deadline to Submit Proposals: Applicants' letters of interest must be received by 8/1/24 at 5 pm. SWP desires to secure the appropriate developer and project proposal and, therefore, reserves the right to extend the deadline period for submissions.



1504 W Baltimore St- Franklin Square 0.028 ACRES – Zone C-2/1506 W. Baltimore St-Franklin Square Community, 0.037 ACRES Zone C-2 (Aerial View – Google Maps)

More Pictures can be viewed below

1504 W Baltimore

1506 W Baltimore

 The point of contact for this RFP will be the Commercial Development manager. Adrian Muldrow
 443-546-5639
 adrian@swpbal.org

B. Purpose and Scope of Work

The Southwest Partnership is soliciting proposals from prime contractors to provide a plan for mixed-use commercial buildings in a Historic community multi-use neighborhood development to include

office/retail, public/institutional, and residential uses. The properties are located at 1504 & 1506 W. Baltimore St. SWP is seeking proposals for all phases of construction including pre-construction (construction (contract administration and enforcement, scheduling, budgeting, etc.); and post-construction (close-out documentation, final reporting, etc.);, including the selection of qualified contractors, consultants, engineers, and others as the circumstances may require.

Scope of Work – Requirements

Providing all required submittals by the Contract Documents. Providing a project schedule that incorporates activities.

Conducting Pre-work Inspections. Posting site signage, including but not limited to, posting the Public Notice of Demolition before commencing demolition, as well as furnishing and installing the Project. Construction Sign.

Conducting demolition and removal of all debris generated by the demolition operations. These operations are to be performed via the use of a bucket-claw loader or similar controlled demolition device, by the Contract Documents.

Creating and submitting a timeline/safety/debris plan, including a site logistics plan and a list of anticipated delays, under the contract documents. Complying with all local, state, and federal laws.

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 Contractor's computer systems) shall be held in absolute confidence by the other party. However, each party shall 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.

C. Proposal Submission and Requirements

Submission – General Requirements

Separation of Technical Proposal and Financial Proposal. The contractor will submit Proposals in two separate volumes: Volume I – Technical Proposal; and Volume II – Financial Proposal

This section provides specific instructions for submission of the contractor's Technical Proposal.

The Technical Proposal for Volume I shall include:

a) Transmittal Letter

- A Transmittal Letter shall accompany the Technical Proposal package. The purpose of this letter
 is to transmit the Contractor proposal and acknowledge receipt of any addenda. The Transmittal
 Letter commits the Contractor to the services and requirements as stated in this RFP and must be
 signed by an authorized Representative. The Transmittal Letter shall include the following: name
 and address of the Contractor.
- Name, title, e-mail address, and telephone number of the primary contact for the Contractor's current EMR Rating.
- Solicitation Title and Proposal Number that the submission is in response to.
- Signature of the Authorized Representative typed name, and title of the individual authorized to commit the Contractor to its proposal.
- Federal Employer Identification Number (FEIN) of the Prime Contractor.
- Acceptance of all terms and conditions of the RFP
- Acknowledgment of all addenda, if any, to this RFP. Any information that is claimed to be
 confidential is to be noted by reference and included in the Transmittal Letter. An explanation for
 each claim of confidentiality shall be included.

Experience and Work Plan

Contractors shall include the following in their Technical Proposal:

- 1. Provide a narrative detailing the contractor's experience serving in a prime contractor capacity on prior similar projects. Specifically, highlight the number of years of experience. Having provided these services and any prior experience you must perform services on similar-sized structures.
- 2. Provide a comprehensive narrative detailing how the Contractor intends to approach the completion of the preconstruction and field operations described in the scope of services, as it pertains to the properties identified in this RFP. The narrative should identify the individuals/positions who will be responsible for the completion of each task. Unique conditions for specific property locations should be. detailed. Within the narrative, contractors must confirm their understanding of all aspects of the project including CHAP compliance.
- 3. Provide a schedule that identifies timelines associated with all aspects of the work (i.e.) preconstruction activities and the performance of actual field operations). The contractor schedule shall address the activities and time frames necessary to complete all work items for the location while meeting the schedule requirements outlined in the RFP.
- 4. Staffing Plan: Provide resumes of the proposed key personnel for the project. Resumes must include an employment history including dates, titles, and a list of completed projects (inclusive of project descriptions, cost of work, commencement, and completion dates) in which the proposed personnel previously served in a similar capacity.
- 5. Names of all subcontractors and the work that they will be performing for the Project. Please identify if the subcontractor is an MBE firm certified by MDOT.

Required Submissions

1. A completed Bid/Proposal Affidavit

- 2. A completed Conflict of Interest Information/Affidavit and Disclosure
- 3. Verification from the contractor's insurance carrier/provider identifying deductible amount and coverage limits for Commercial General Liability, Excess/Umbrella, Automobile, and Worker's Comp/Employer Liability.
- 4. Contractors Prior Experience and work plan Narrative; Resumes, Firm's corporate profile
- 5. Work Plan methodology and approach narrative
- 6. Capacity summary sheet for key personnel
- 7. An accurately completed and signed MBE Form Utilization and Fair Solicitation Affidavit and MBE Participation Schedule." Per COMAR regulation 21.11.03.09.C(5), failure to include and or accurately complete this form shall result in a determination that the proposal is not susceptible to award. Failure to submit any of the above-listed requirements may result in the Contractor proposal being not being selected for award.

Volume II - Financial Proposal

This section provides specific instructions for the submission of the Contractors' Financial Proposal if short-listed to participate in this phase of the procurement. The Financial Proposal shall include:

a) Required Submissions

1. The contractor must submit the following items in the Financial Proposal:

Please note that all clarifications of the scope must be included in the Transmittal letter.

included in the Technical Proposal. Pricing that includes any qualification or clarification may be rejected.

2. Bid and performance bonds the contractor shall furnish (including with the Financial Proposal) a

Bid/Proposal Bond Form issued by a surety company licensed to issue bonds in the State of Maryland.

The bond must be in an amount not less than five percent (5%) of the total amount of the Financial

Proposal.

3. A certified check or cash escrow may be accepted instead of a proposal bond, or you may furnish a personal bond, property bond, or bank letter of credit on certain designated funds in the face amount required for the proposal bond.

Safety

The contractor shall take all necessary precautions for the safety of employees on the work crew to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. All work is to be done by all applicable laws and codes.

Insurance Requirements

Upon contract award, the insurance requirements are as follows:

a) Commercial General Liability Insurance

The contractor shall obtain and maintain, from contract execution and through the duration of the contract term, insurance coverage for general liability claims (including, but not limited to, claims for bodily injury and property damage, including loss of use) arising from the operations of the Contractor, subcontractors, and suppliers that satisfy the following requirements:

- 1. Commercial General Liability ("CGL")
- 2. Minimum coverage limits of \$1,000,000 as a per-occurrence limit; \$2,000,000 as a general aggregate limit (applied separately to claims arising from the contractor's performance under the contract); and \$2,000,000 as a product/completed operations limit. The CGL insurance policy shall include Blanket.

Written contractual

Liability covers all contractual liabilities and indemnities assumed by the contractor under the contract.

- 3. The CGL insurance policy shall include waivers of subrogation in favor of SWP.
- 4. The CGL insurance policy shall not contain any exclusion for: X, C and/or U hazards; third party actions over claims; or punitive damages.

- 5. The CGL insurance policy shall include Blanket Written Contractual Liability covering all contractual liabilities and indemnities assumed by the contractor under the contract.
- 6. The CGL insurance policy shall also include the following extensions:
- i. The general aggregate limit shall apply separately to the contract.
- ii. Premises/Operations.
- iii. Actions of Independent contractors, subcontractors, and subcontractors.
- iv. Products/Completed Operations to be maintained for at least two (2) years after the expiration or termination of the contract.
- v. Personal injury liability including coverage for offenses related to employment and for offenses assumed under the contract (including deletion of any standard employment and/or contractual exclusions if contained in the personal injury coverage section); and vi. If a Project encroaches within fifty (50) feet of the centerline of a railroad, the CGL insurance policy shall include ISO Endorsement CG- 24-17 or its equivalent before the Contractor begins any work on such Project.

Automobile Liability

The contractor shall obtain and maintain, from and after the date of the contract, insurance coverage for third-party legal liability claims arising from bodily injury and/or damage to property of others resulting from the ownership, maintenance, or use of any motor vehicle (whether owned, hired, or not owned), both on-site and off-site. Business Automobile Liability ("BAL") insurance shall also include coverage against uninsured motorists and automobile contractual liability.

Workers' Compensation and Employers Liability

The contractor shall obtain and maintain, from and after the date of the contract, insurance coverage for claims arising from Worker's Compensation statutes and Employer's Liability or other third-party legal liability claims arising from bodily injury, disease, or death of the contractor, employees.

Excess Liability/Umbrella Liability

The contractor shall obtain and maintain, from and after the date of the contract, insurance coverage for third-party legal liability claims against the contractor that exceed the per occurrence or general aggregate limits of the CGL insurance policy, the BAL insurance policy, and Part B (Employer's Liability) of the Workers' Compensation and Employer's Liability insurance policy.

Additional insurance requirements

1. The amount of insurance coverage specified herein shall be the minimum amount of insurance available to satisfy claims. The contractor shall purchase and maintain such insurance with a minimum of the limits of liability as specified herein, as otherwise specified by SWP concerning a particular project, or as required by law, whichever is greatest.

Payment and Performance Bond

The contractor shall obtain a 100% performance and payment bond from a surety company acceptable to SWP. The Payment and Performance Bond shall be executed using a form approved by the Southwest Partnership.

Invoicing

The contractor shall submit monthly invoices after completion of the work.

D. Contractors Qualifications

The following minimum qualifications must be met to be considered for this RFP:

- A. The contractor shall be a firm experienced with providing all phases of construction services as a prime contractor for programs or projects similar in size and scope to that described in the RFP.
- B. The contractor shall have considerable experience participating in all phases of construction including pre-construction (procurement, submittal review, etc..); construction (contract administration and enforcement, scheduling, budgeting, etc.); and post-construction (close-out documentation, final reporting, etc.).

The contractor shall have a minimum of five (5) years of experience providing prime contracting services on abatement and demolition projects.

The contractor confirms that it will meet the agreed-upon schedule set forth.

- E. The contractor's understanding of CHAP. Protocols, standards, laws, and conditions as they apply to the work to be performed under this project,
- F. Can meet the insurance and bonding requirements as required as set forth for this job and Comar regulations.

Minority Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation.

A. Notwithstanding any subgoals established for this RFP, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all the various MBE classifications to meet the remainder of the overall MBE participation goal.

The current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at http://mbe.mdot.maryland.gov/directory/. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.

C. A Contractor 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 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.**

E. Statement of Understanding (Must be submitted with application)

The Respondent understands that they must comply with the following items *before commencement of the project* referenced in this RFP:

Design Standards

- Deteriorated architectural features should be repaired rather than replaced; if replacement
 is necessary, the new materials should match the materials being replaced in design,
 color, texture, and other visual qualities.
- Contemporary design for alterations to existing properties is acceptable if such alterations do not destroy significant historical, architectural, and cultural materials of the building and if such design is compatible with the size, scale, color, material, and character of the property and adjacent buildings.
- Properties are within the Union Square Hollins Market Historic District CHAP District
 and as such, must submit an Authorization to Proceed (ATP) for their proposed facade
 improvements to the representative of the appropriate CHAP District. Tyriq Charleus
 Tyriq.Charleus@baltimorecity.gov
- SWP will also need to obtain approval from the Maryland Historical Trust for the rehab plans.
- All appropriate provisions of the Zoning Code of Baltimore City, land-use regulations, and building/ fire codes of Baltimore City shall apply to the Project. Please make sure to get approval for all exterior work by the <u>Baltimore City Commission on Historical and Architectural Preservation</u> (CHAP), and to consult the <u>Franklin Urban Renewal Plan</u>, and the <u>Southwest Partnership Vision Plan</u>.
- If design standards, particularly CHAP guidelines, are not met SWP reserves the right to end the contract.
- If the project is not completed in a reasonable time, SWP reserves the right to end the contract.

I,	[Respondent Name], acknowledge, understand, and agree to comply
with the items listed above	regarding "Design Standards."
	Initials

F. Evaluation Criteria and Selection Procedure

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.

Technical Criteria

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

- a.) Adequacy of the Work Plan to provide the proposed services, including project-specific approach and schedule.
- b.) Experience and qualifications of the contractor and its key management personnel (staffing plan), with specific emphasis on similar projects.
- c.) contractor Past Performance and References.
- d.) Overall quality of submission.

Financial Criteria

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

General Selection Process

- Submissions will be reviewed by a selection committee comprised of representatives of the Commercial Development and Historic Preservation Committees of the Southwest Partnership which comprise residents and business owners of the community.
- Before award of a contract under this RFP, SWP may require any or all contractors to submit such additional information bearing upon the contractor's ability to perform the contract as SWP may deem appropriate. SWP may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Offeror.
- SWP may hold discussions with any or all Offerors deemed susceptible of being selected for award, or potentially so. SWP also reserves the right to develop a shortlist of Offerors deemed most qualified based on their Technical Proposals and conduct discussions with only the short-listed contractors. However, SWP also reserves the right to make an award without holding discussions. Whether or not discussions are held, SWP may determine.

Award Determination

- Upon completion of all evaluations, discussions, negotiations, and reference checks, SWP will recommend the award of the contract to the responsible Contractor whose proposal is determined to be the most advantageous to SWP, and the Community considering technical evaluation factors and price factors as outlined in this RFP. The award is subject to approval by the SWP Board of Directors.
- All proposals will be reviewed and evaluated by SWP staff, a review committee consisting of residents and development professionals, the Historic Preservation and Commercial Committees, and presented as options to the SWP Board of Directors for decision and will remain informed through completion of the proposed project.

Reference COMAR 21.05.08.08

- 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 Contractor, Contractor, consultant, or subcontractor or sub-consultant 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 Proposal is made.
- C. The Offeror 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 Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror 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 Offeror 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:	Name:	
	(Authorized Representative and Affiant)	

G. Check List Cover page.

Checklist & Cover Page	
Proposal & Required Documentation	
A. Sources of Funding	
B. Est. Cost to rehab	
C. Project Team members	
D. Timeline	
E. Relevant Projects	
F. References	
G. Plan to hire local & minority residents	
H. Maryland Good Standing	
I. List of all properties owned	
J. List all court actions.	
Signed Statements of Understanding	
Signed Rights Reserved & Administrative Information	
	\top