



**MARYLAND STADIUM AUTHORITY
REQUEST FOR PROPOSALS (RFP)
WAREHOUSE JANITORIAL SERVICES
MSA PROJECT NO. 19-001**

ISSUE DATE: JULY 10, 2018

**NOTICE TO OFFERORS
SMALL BUSINESS RESERVE PROCUREMENT**

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

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMM) <https://emaryland.buyspeed.com/bs/> should register on eMM. See **Section 4.2**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO
RESPOND TO THIS SOLICITATION.**

VENDOR FEEDBACK FORM

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

Title: Warehouse Janitorial Services
Solicitation No: 19-001

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

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

MARYLAND STADIUM AUTHORITY
KEY INFORMATION SUMMARY SHEET

Request for Proposals	Fixed Price: Maintenance, Warehouse Janitorial Services
Solicitation Number:	MSA Project No. 19-001
RFP Issue Date:	July 10, 2018
RFP Issuing Office:	Maryland Stadium Authority
Procurement Officer:	Sandra E. Fox Maryland Stadium Authority 333 West Camden Street, Suite 500 Baltimore, Maryland 21201
e-mail: Office Phone:	sfox@mdstad.com 410-223-4130
Proposals are to be sent to:	Maryland Stadium Authority 333 West Camden Street, Suite 500 Baltimore, MD 21201 Attention: Sandra Fox
Pre-Proposal Conference:	July 19, 2018 at 11:00 a.m. Local Time See address above
Questions Due Date and Time	n/a
Proposal Due (Closing) Date and Time:	August 9, 2018 by 2:00 p.m. Offers' are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page ii).
MBE Subcontracting Goal:	30% with no subgoals
Contract Type:	Firm Fixed Price
Contract Duration:	Three (3) years with two (2) one-year option periods. Notice to Proceed Date:
Primary Place of Performance:	Warehouse at Camden Yards and Camden Station
SBR Designation:	Yes

TABLE OF CONTENTS - RFP

1	Minimum Qualifications	7
1.1	Offeror Minimum Qualifications.....	7
2	Contractor Requirements: Scope of Work	8
2.1	Summary Statement.....	8
2.2	Responsibilities of Contractor	8
2.3	Scheduling	13
2.4	Security.....	13
2.5	Compliance with Laws	14
2.6	Specifications	14
2.7	Standards of Performance.....	14
2.8	Quality of Work and Material	14
2.9	Quality Control.....	14
2.10	Personnel Qualifications.....	14
2.11	Safety and Damages	15
2.12	Changes to Scope of Services.....	15
2.13	Submittals.....	16
3	Contractor Requirements: General	17
3.1	Contract Initiation Requirements.....	17
3.2	Liquidated Damages	18
3.3	Insurance Requirements	18
3.4	Additional Security Requirements.....	20
3.5	Substitution of Personnel.....	20
3.6	Minority Business Enterprise (MBE) Reports.....	23
4	Procurement Instructions	25
4.1	Pre-Proposal Conference	25
4.2	eMaryland Marketplace (eMM)	25
4.3	Questions	25
4.4	Procurement Method	25
4.5	Proposal Due (Closing) Date and Time.....	25
4.6	Multiple or Alternate Proposals.....	26
4.7	Economy of Preparation	26
4.8	Public Information Act Notice	26

Warehouse Janitorial Services
MSA Project No. 19-001

4.9	Award Basis.....	26
4.10	Oral Presentation	26
4.11	Duration of Proposal.....	27
4.12	Revisions to the RFP	27
4.13	Cancellations	27
4.14	Incurred Expenses	27
4.15	Protest/Disputes	27
4.16	Offeror Responsibilities.....	27
4.17	Acceptance of Terms and Conditions.....	28
4.18	Proposal Affidavit	28
4.19	Contract Affidavit.....	28
4.20	Compliance with Laws/Arrearages	28
4.21	Verification of Registration and Tax Payment	28
4.22	False Statements	29
4.23	Payments by Electronic Funds Transfer	29
4.24	Prompt Payment Policy	29
4.25	Electronic Procurements Authorized.....	29
4.26	MBE Participation Goal	31
4.27	Living Wage Requirements	33
4.28	Conflict of Interest Affidavit and Disclosure	34
4.29	Small Business Reserve (SBR) Procurement	34
4.30	Bonds – Not applicable for this procurement.....	35
5	Proposal Format.....	36
5.1	Two Part Submission.....	36
5.2	Proposal Delivery and Packaging.....	36
5.3	Electronic Submission	36
5.4	Volume I - Technical Proposal.....	36
5.5	Volume II – Financial Proposal.....	41
6	Evaluation and Selection Process.....	42
6.1	Evaluation Committee	42
6.2	Technical Proposal Evaluation Criteria.....	42
6.3	Financial Proposal Evaluation Criteria.....	42
6.4	Reciprocal Preference.....	42
6.5	Selection Procedures.....	42

6.6	Documents Required upon Notice of Recommendation for Contract Award	43
7	RFP ATTACHMENTS AND APPENDICES.....	44
Attachment A.	Pre-Proposal Conference Response Form.....	46
Attachment B.	Financial Proposal Instructions & Form.....	47
Attachment C.	Proposal Affidavit.....	49
Attachment D.	Minority Business Enterprise (MBE) Forms	55
Attachment E.	Small Business Contract Affidavit	25
Attachment F.	Living Wage Affidavit.....	26
Attachment G.	Intentionally Omitted.....	27
Attachment H.	Conflict of Interest Affidavit and Disclosure	28
Attachment I.	General Conditions for Maintenance Contracts.....	29
Attachment J.	Negometrix Instructions	55
Attachment K.	Intentionally Omitted.....	56
Attachment L.	Intentionally Omitted.....	57
Attachment M.	Contract.....	58
Attachment N.	Contract Affidavit	72
Attachment O.	Intentionally Omitted.....	76
Attachment P.	Sustainability Policies.....	77
Appendix #1	Abbreviations and Definitions.....	1
Appendix #2	Tenant Space.....	3
Appendix #3	Maryland Stadium Authority’s Contract Compliance System	5
Appendix #4	Current Parking Rates at MSA.....	6
Appendix #5	Frequently Asked Questions and Answers.....	9
Appendix #6	Carpet Cleaning Description	10

1 Minimum Qualifications

Each Offeror shall clearly demonstrate and document within the Executive Summary of its Technical Proposal that as of the proposal due date the Offeror meets the following Minimum Qualifications. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

1.1 Offeror Minimum Qualifications

- 1.1.1 The Offeror must possess at least five (5) years of continuous immediate past experience in completing contracts similar in size and scope at large commercial facilities. The experience officially gained prior to the formation of a corporation or other business entity may be considered when evaluating responsibility.
- 1.1.2 Managers, supervisors and subcontractors proposed to perform work on this contract must have a minimum of three (3) years of continuous immediate past experience working on contracts similar in size and scope at large commercial facilities.
- 1.2 The Contractor must be registered to do business in the State of Maryland before a contract can be awarded and in good standing.
- 1.3 Whether or not an Offeror is qualified for award is at the sole and absolute discretion of the Procurement Officer or designee.
- 1.4 The team leader/supervisor must be proficient in reading, writing and speaking the English language.

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

2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland Stadium Authority is issuing this Request for Proposals (RFP) to obtain a Contractor who will provide janitorial services in the Camden Yards Warehouse and Camden Station in accordance with the Scope of Services set forth in SECTION 2 (the “Services”). Please refer to **Appendix 1-Tenant Space** for the size of the areas to be cleaned.
- 2.1.2 The Maryland Stadium Authority intends to make a single award. See RFP **Section 4.9 Award Basis** for more Contract award information.
- 2.1.3 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.4 MSA reserves the right to award multiple contracts as a result of this solicitation.
- 2.1.5 MSA will provide paper products and hand soap. It is the Contractor’s responsibility to provide all other supplies and materials, including but not limited to tip carts, mops, buckets, trash liners, and carts, etc.
- 2.1.6 Parking is not provided to the Contractor. Please refer to Appendix 4 – Current Parking Rates at MSA.

2.2 Responsibilities of Contractor

2.2.1 Tenant Areas - Warehouse

2.2.1.1 Daily

- 2.2.1.1.1 Empty and clean all waste and recycle receptacles, wash inside and outside when necessary, and change liners.
- 2.2.1.1.2 Collect all trash and recycle material and transport to designated area in basement of stadium.
- 2.2.1.1.3 A daily quality control report/inspection sheet shall be done for tenant areas, and downloaded in MSA’s CMMS.
- 2.2.1.1.4 Vacuum all rugs and carpeted areas, moving light furniture and spot cleaning when necessary.
- 2.2.1.1.5 Sweep and damp mop all vinyl tile floors.
- 2.2.1.1.6 Remove all gum and foreign matter from all floor areas.
- 2.2.1.1.7 Remove all finger prints, smudges, and other marks from partitions, glass, doors, furniture, walls light switches, and other surfaces.
- 2.2.1.1.8 Using a squeegee, clean glass entrance doors and windows where applicable to tenant spaces before 8:00 a.m.

2.2.1.1.9 Day Porters must have radios compatible with MSA for communication of tenant issues during normal working hours.

2.2.1.1.10 Clean exterior of appliances

2.2.1.2 Weekly

2.2.1.2.1 Detailed dust and damp wipe all shelving, window sills, telephones, moldings, chair rails, baseboards, picture frames and trim.

2.2.1.2.2 Spray, buff and wax laminate and tile floors, not granite (more frequently if required).

2.2.1.2.3 Detail vacuum all corners and edges.

2.2.1.2.4 Vacuum all upholstered furniture.

2.2.1.2.5 Hand dust with treated cloths and wipe clean all furniture, fixtures, and exposed desk and file cabinet areas.

2.2.1.2.6 Wipe all telephone receivers and dial pad areas.

2.2.1.3 Monthly

2.2.1.3.1 Spray, buff and wax all exposed areas.

2.2.1.3.2 Dust and wipe clean all lighting fixtures.

2.2.1.3.3 Dust and wipe all HVAC vents including ceiling.

2.2.1.3.4 Hand-vacuum all corners of ceiling and walls.

2.2.1.3.5 Dust and wipe clean all window blinds.

2.2.1.4 Quarterly

2.2.1.4.1 Strip and refinish all vinyl tile areas (more frequently if required).

2.2.1.4.2 Dust and wipe clean all light lenses.

2.2.1.4.3 Squeegee clean interior windows four (4) times per year. The cleaning is to be scheduled by MSA to occur at the same time as exterior window cleaning (exterior window cleanings are under separate contract).

2.2.2 Common Areas – Warehouse

2.2.2.1 Daily

2.2.2.1.1 Clean, sanitize and polish all tops and sides of all water fountains.

- 2.2.2.1.2 Vacuum all carpeted areas of corridors, elevators mats, and entrance mats. Spot clean when necessary.
- 2.2.2.1.3 Sweep, damp mop lobby. Buff lobby where applicable.
- 2.2.2.1.4 Detail clean all fingerprints, smudges, etc. on doors, walls, light covers, and other surface areas.
- 2.2.2.1.5 Day Porters to empty trash and recycling bins on Warehouse exterior (sidewalks), and police sidewalks in front of the Warehouse for litter.
- 2.2.2.1.6 Wipe clean and polish elevator tracks, doors, panel signs, and buttons. Check light cover and door tracks and remove debris.
- 2.2.2.1.7 Spot clean walls and doors throughout corridors and stairwells. Clean wallpapered walls with appropriate cleaner(s).
- 2.2.2.1.8 Wash clean all suite doors and frames, service corridor doors (both sides), restroom doors and door signs.
- 2.2.2.1.9 A daily quality control report/inspection sheet shall be done for common areas, and downloaded in MSA's CMMS.
- 2.2.2.2 Weekly**
 - 2.2.2.2.1 From the basement to the eight floors, inspect stairwells, sweep and wet mop as required or vacuum carpeted areas (at least monthly).
 - 2.2.2.2.2 Detail vacuum all corners and edges. Check along ceilings for cobwebs.
 - 2.2.2.2.3 Dust and wipe clean all tenant directories.
 - 2.2.2.2.4 Dust and wipe clean all fire extinguisher and cabinets.
 - 2.2.2.2.5 Dust and wipe clean all window sills, heaters, baseboards, telephones and chrome work.
- 2.2.2.3 Monthly**
 - 2.2.2.3.1 Hand-vacuum all corners of ceiling and walls.
 - 2.2.2.3.2 Dust and wipe clean all HVAC vents, light lenses and plumbing pipes.
 - 2.2.2.3.3 Polish chrome and brass work at building entrances.
 - 2.2.2.3.4 Strip and wax all vinyl tile flooring (service corridors); wax wood floors.
 - 2.2.2.3.5 Squeegee clean all windows, including in tenant areas and restrooms (12) times per year. Timing is to be coordinated with MSA
- 2.2.2.4 Quarterly**
 - 2.2.2.4.1 Strip and wash stairwells and landings where applicable.

2.2.3 Restrooms-Warehouse

2.2.3.1 Daily

- 2.2.3.1.1 Empty all trash receptacles and transport to designated area.
- 2.2.3.1.2 Sweep and wash floors with disinfectant. Wash and polish all mirrors, powder shelves, bright work and enamel surfaces. Polish brass floor drains as needed.
- 2.2.3.1.3 Wash and disinfect basins, urinals, and bowls, remove stains.
- 2.2.3.1.4 Wash and disinfect both sides of toilet seat.
- 2.2.3.1.5 Dust and wipe clean, washing where necessary, all partitions, tile walls, dispensers and receptacles.
- 2.2.3.1.6 Empty trash and sanitary napkin receptacles and replace liners.
- 2.2.3.1.7 Supply and fill toilet tissue, soap and towel dispensers.
- 2.2.3.1.8 Plunge stopped-up toilets when necessary.
- 2.2.3.1.9 The Contractor is to inform the landlord of broken dispenser and/or customer complaint(s).
- 2.2.3.1.10 A daily quality control report/inspection sheet shall be done for restrooms, and downloaded in MSA's CMMS.

2.2.3.2 Weekly

- 2.2.3.2.1 Wipe down all tile walls with disinfectant.
- 2.2.3.2.2 Wipe mirrors to ceiling.

2.2.3.3 Monthly

- 2.2.3.3.1 Dust and wipe clean all light lenses and air grills.
- 2.2.3.3.2 Hand-vacuum all corners of ceilings and walls.

2.2.3.4 Quarterly

- 2.2.3.4.1 Machine scrub floors.

2.2.4 Elevators-Warehouse

2.2.4.1 Daily

- 2.2.4.1.1 Clean elevator interiors; (walls/doors/rails/phone/box/etc.)
- 2.2.4.1.2 Completely clean and damp mop hard floor elevators.
- 2.2.4.1.3 Vacuum and spot clean carpeted elevators.
- 2.2.4.1.4 Clean flooring, carpet and tile.
- 2.2.4.1.5 Remove gum/sticky substances from all surfaces.
- 2.2.4.1.6 Polish all chrome and/or brass.
- 2.2.4.1.7 Polish bright work inside and outside of cab and doors.
- 2.2.4.1.8 Clean door tracks and bottom plate.
- 2.2.4.1.9 Notify MSA of any burned-out light bulbs or any strange noises coming from the elevator during operation.

2.2.5 Basement-Warehouse

- 2.2.5.1 Basement area of South warehouse should be treated as to the same type and level of service as stairwells.
- 2.2.5.2 North warehouse areas should be treated as to the same type and level of service as stairwells.

2.2.6. Camden Station – South Vestibule (All cleaning is to take place between the hours of 8:00 a.m. and 9:30 a.m.)

- 2.2.6.1 Sweep and mop floor.
- 2.2.6.2 Dust the entire area.
- 2.2.6.3 Clean interior windows on a bi-weekly basis.
- 2.2.6.4 Trash Removal - trash is to be removed twice daily from the second floor elevator lobby. Trash pickup schedule is once in the morning between 8:00 a.m. and 9:30 a.m. and again in the afternoon between 2:30 p.m. and 3:30 p.m. (as needed). Refuse staged in tip carts.
- 2.2.6.5 The elevator vestibule should be cleaned and vacuumed on a daily basis.

2.2.7 Carpet Cleaning – On an as needed basis, occasionally MSA will request carpet cleaning in common areas, elevators and tenant spaces. Carpet work is to be completed at the request of MSA at a mutually agreed upon time convenient for building operations such as weekends or evenings. Pricing for cleaning is per square footage and specific carpet cleaning instructions are in **Appendix 6 – Carpet Cleaning Description**.

2.3 Scheduling

- 2.3.1 If requested by MSA, Contractor shall prepare and submit to MSA a monthly schedule for the following:
- 2.3.1.1 Tile/wood care-stripping, waxing and or buffing.
 - 2.3.1.2 Detail dusting and vacuuming-actual locations of detail dusting to take place at stated times. Based on such schedule, MSA may coordinate with its tenants employees to clear desktops and counter surfaces on the appropriate day to facilitate more extensive detail cleaning.
 - 2.3.1.3 Dusting and dry-mopping of wall surfaces, HVAC vents, door frames and other above eye-level surface areas.
 - 2.3.1.4 Cleaning of window blinds.
- 2.3.2 Janitorial service will be provided Monday through Friday evenings and will begin after 6:00 p.m. and shall be completed no later than 6:00 a.m. the following morning. No janitorial service will be provided on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 2.3.3 Interior window washing shall be coordinated with MSA's buildings and grounds supervisor to coincide with cleaning of exterior windows by MSA's separate contractor.
- 2.3.4 Day Porters.** Two day porters working 8 hour shifts are required for this contract. One porter to be primarily responsible for the south workhouse and one for the north warehouse. There should be coverage during the hours of 8:00 a.m. and 4:30 p.m. The porters will be responsible for responding to tenant needs and periodic cleaning and maintenance as required.

2.4 Security

- 2.4.1 "Cleaning-in-Progress" signage: Contractor will provide all general floor cleaners with a professionally-made plastic laminate sign that will hook over a door knob that reads "Cleaning-in-Progress." Such signs will be placed on the exterior side of tenant entrance doors at all times while cleaner or supervisors are inside a tenant's space.
- 2.4.2 Individual suite entry doors shall be unlocked only while cleaner or supervisor is inside. All tenant doors shall be locked and secured and lights turned out after cleaning the suite. Tenant interior doors shall be left as they are found.
- 2.4.3 All custodial employees will be properly identified with name badges and will wear proper attire whenever in the facility.
- 2.4.4 Cleaning personnel will use designated entrances/exits at all times.
- 2.4.5 No cleaning employee will be allowed into areas of the facility used by baseball fans or personnel during baseball event.
- 2.4.6 On game days, all cleaning must be scheduled between the hours of 7:00 p.m. and 6:00 a.m.

2.4.7 Contractors badges are not admission to baseball game(s).

2.4.8 Contingent upon approval of tenant occupants access to tenant space for cleaning purpose will require the team leader to sign in and out the necessary keys and access card from the stadium control center. Under no circumstances will keys or access cards be removed from stadium property; they will be returned to security control promptly upon completion if cleaning.

2.4.9 Cleaning personnel will not exit or enter the south warehouse through the ground level door, but use the tunnel for all movement. The security control center will be notified upon entrance and exit of cleaning personnel into the south warehouse.

2.5 Compliance with Laws

Work shall be in compliance with any and all applicable codes, law and regulations.

2.6 Specifications

These specifications are intended to cover all labor, materials, equipment and standards of workmanship to be employed in the services called for in these specifications or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of these services shall be performed by the successful Offer as if describe in the specifications.

2.7 Standards of Performance

All other portions of these specifications notwithstanding, it is agreed that the intent of the Specifications & Scope of Services is for MSA to enter into a contract with the successful Offeror to provide a level of maintenance that will present an attractive, consistent and desirable appearance at all times. Offeror agrees to maintain all designated areas covered by these specifications at this level. MSA shall be the sold judge as to the adequacy of the service.

2.8 Quality of Work and Material

All materials and equipment furnished by the successful Offeror shall be UL commercial listed, in good working order, new where applicable, of high grade and quality, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with best standard practices. Both materials and workmanship shall be subject to the approval of MSA. Offeror will provide its crews with sufficient tools, inventory equipment, safety equipment and equipment necessary to the required work.

2.9 Quality Control

The successful Offeror shall complete all work in a manner which meets the approval of MSA. There shall be periodic meetings on site with the appointed and agreed upon Offeror's supervisor and MSA to certify the accomplishment of work. Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Offeror along with the action required to satisfy the specifications.

2.10 Personnel Qualifications

- 2.10.1 Offeror shall furnish a competent supervisor acceptable to MSA who shall be responsible for adherence to the specifications and shall be available to MSA on a regular and routine basis. The Offeror's supervisor is to be thoroughly skilled and experience in the services herein and must have served as a supervisor for at least three (3) years in a comparable/compatible environment. MSA reserves the right to approve or disapprove a replacement supervisor should the Offeror propose a supervisor different than that accepted during the proposal process. Any new on-site supervisor of the Offeror will be shown all areas of responsibility, plus new additions as they come on-line by the Offeror.
- 2.10.2 The successful Offeror's personnel along with any and all subcontractors working in the buildings shall be of good character and neat in appearance and shall wear identifiable uniforms or other markings to designate them as employees of the Offeror including a name including a name badge of some type.
- 2.10.3 The successful Offeror shall not subcontract with any person or entity whom MSA has a reasonable objection. Further, the Offeror shall not change subcontractors without the consent of MSA.

2.11 Safety and Damages

- 2.11.1 The successful Offeror 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. The Offeror shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against hazards created by such features of the services herein. All work shall be done in accordance with Federal, State and Municipal laws and codes.
- 2.11.2 Offeror's supervisor shall have control of all work crews assigned to perform work under this contract and shall be expected to be on site during times when work crews are assigned to perform work and is to be available to MSA during working hours. The Offeror's supervisor shall report without delay any damage to MSA equipment or property and shall be held responsible for the replacement of any such damage caused by his/her crew or equipment.
- 2.11.3 The necessity for repairs to or replacements of MSA property resulting from damage and/or neglect by the successful Offeror or related to the Offeror's operation shall be reported promptly to MSA by the Offeror. Repairs to and/or replacement of MSA property due to Offeror's negligence shall be the responsibility of the Offeror and should be replaced within fourteen (14) days of MSA being notified of damage. If work is not completed, Offeror shall be back charged.
- 2.11.4 The necessity for repairs to or replacements of MSA property resulting from vandalism or due to construction or by MSA forces shall be the responsibility of MSA. MSA may request the successful Offeror to perform the work at MSA's expense as reflected in the rates contained in the proposal.

2.12 Changes to Scope of Services

Changes to the scope of service shall be handled by Change Orders issued by MSA. When prices are requested, the successful Offeror's signed response shall be submitted to MSA within 48 hours of such request. Base additions to and deductions from the scope of the work shall be on a detailed estimate showing each item included in the proposed change based on the following:

- 2.12.1 Cost of labor (including base labor rate, insurance, taxes and fringe benefits). A fee of up to 10% may be added to bare costs to cover supervision, overhead, profit and general expenses.

- 2.12.2 Cost of material. Show material costs at trade wholesale prices. A fee of up to 10% may be added to wholesale costs.
- 2.12.3 Cost of bonds and special insurance & taxes. No markup allowed.
- 2.12.4 Itemize Subcontractor and supplier prices in the same manner as the Bidder.
- 2.12.5 Subcontractors may add a fee of up to 10% to subcontractors' prices for supervision, coordination, and handling.
- 2.12.6 Offeror may add a fee of up to 10% to subcontractors' prices for supervision, coordination, and handling.

2.13 Submittals

- 2.13.1 Upon request, offerors shall provide details of subcontractors' compliance with relevant standards, occupational, health and safety requirements, accreditation and other regulatory or legislative requirements.
- 2.13.2 Upon request, Offerors shall provide rosters for full-time, part-time and relief staffing numbers, as well as for management/supervisory positions.

3 Contractor Requirements: General

3.1 Contract Initiation Requirements

Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date.

3.1.1 Invoicing

- A. All Invoices must be submitted to invoices@mdstad.com. All invoices shall contain the following address: Maryland Stadium Authority, 333 West Camden Street, Suite 500, Baltimore, Maryland 21201.
- B. The Contractor shall submit invoices monthly.
- C. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- D. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
 - 1) Contractor name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;
 - 6) Invoice number;
 - 7) MSA assigned Contract number;
 - 8) MSA assigned (Blanket) Purchase Order number(s);
 - 9) Goods or services provided;
 - 10) Amount due; and
 - 11) Any additional documentation required by regulation or the Contract.
- E. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- F. The Maryland Stadium Authority reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Maryland Stadium Authority with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- G. Any action on the part of the Maryland Stadium Authority or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.

- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.1.2 Vendor Payments

Vendor payments can take up to 30 business days. Vendor may check the status of payment by registering on General Accounting Division of Comptrollers website at:

http://compnet.comp.state.md.us/General_Accounting_Division. If you do not see your payment, you may fill out the request form on MSA’s website at www.mdstad.com under “Account Payable” and it will be researched.

3.1.3 For the purposes of the Contract, an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted;
- E. The items or services do not meet the quality requirements of the Contract;
- F. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
- G. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.1.4 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.2 Liquidated Damages

3.2.1 MBE Liquidated Damages

MBE liquidated damages are identified in Attachment M.

3.3 Insurance Requirements

The Contractor and its subcontractors shall maintain Commercial General Liability Insurance or its equivalent, for bodily injury and property damage, including loss of use. It is preferred that coverage be provided on an “occurrence” basis. If “claims made” forms are submitted, the requirements noted after section “G” must be met. Such Commercial General Liability policy shall include the following extensions:

It is preferred that the general aggregate limit apply separately to this contract;

3.3.1 Premises/Operations;

3.3.2 Actions of Independent Contractors;

3.3.3 Products/completed Operations to be maintained for two (2) years after completion of the contract;

- 3.3.4 Personal injury liability including coverage for offense related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusion if contained in the personal injury coverage section).
- 3.3.5 The Contractor and its subcontractors shall maintain Business Automobile Liability Insurance which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired or non-owned motor vehicles, uninsured motorist's insurance and automobile contractual liability. **NOTE: INSURANCE MUST BE ON A PRIMARY BASIS CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.**
- 3.3.6 The Contractor and its subcontractors shall maintain Worker's Compensation Insurance as required by Maryland law.
- 3.3.7 The coverages listed above shall be written for not less than the following limits liability. Limits can be furnished by a combination of primary excess (umbrella) policies.
- A. Commercial General Liability including all extensions- \$1,000,000 each occurrence; \$1,000,000 personal injury; \$1,000,000 products liability; and \$1,000,000 general aggregate of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 - B. Business Automobile Liability - \$1,000,000 each accident
 - C. Worker's Compensation Insurance - statutory requirements. Employers liability insurance - \$1,000,000 each accidental injury; and \$1,000,000 policy limit for disease.
 - D. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
- 3.3.8 All insurance policies required hereunder shall be endorsed to include the following provision: "it is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to MSA.
- 3.3.9 No acceptance and/or approval of any insurance by MSA shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability obligation imposed upon either or both of them by the provisions of the Contract Documents.
- 3.3.10 MSA, The Baltimore Orioles Limited Partnership, and the State of Maryland (including their elected or appointed officials, agents, and employees) shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.3.11 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.3.12 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

- 3.3.13 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.3.14 Subcontractor Insurance
- The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.4 Additional Security Requirements

The following requirements are applicable to the Contract:

3.4.1 Employee Identification

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on MSA premises. Upon request of authorized MSA personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with MSA site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for MSA badge issuance.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the MSA determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The MSA reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.4.2 On-Site Security Requirement(s)

- A. For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
 - 1) Contractor Personnel may be subject to security checks when entering and leaving MSA building. The MSA reserves the right to require Contractor Personnel to be accompanied while in secured premises.
- B. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the MSA may be searched, fingerprinted (for the purpose of a criminal history background check), photographed, video taped, and required to wear an identification card issued by the MSA.
- C. Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.5 Substitution of Personnel

3.5.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the MSA as a dedicated resource.

- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.
- C. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

3.5.2 **Definitions**

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

3.5.3 **Contractor Personnel General Substitution Provisions**

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.5.4**.

- A. The Contractor shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - 1) A detailed explanation of the reason(s) for the substitution request;
 - 2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - 3) The official resume of the current personnel for comparison purposes; and
 - 4) Evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

3.5.4 **Replacement Circumstances**

- A. **Directed Personnel Replacement**
 - 1) The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Maryland Stadium Authority policies, or Contract requirements. Normally, a directed personnel

replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.5.4.A.2**.

- 2) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
- 4) Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- 5) If the Contract Monitor determines to direct substitution under **3.5.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- 6) In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.5.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

- 1) To replace any Key Personnel in a circumstance other than as described in **3.5.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.5.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- 2) **Key Personnel Replacement Due to Sudden Vacancy**
 - a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.5.4.B.1**.
 - b) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 3.5.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

- C. Key Personnel Replacement Due to an Indeterminate Absence
- a) If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 3.5.3**.
 - b) However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

3.5.5 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

3.6 Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal (see **Section 4.26**), the Contractor shall:

- A. Submit the following reports by the 10th of each month to the Contract Monitor and the Maryland Stadium Authority's MBE Liaison Officer:
 - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- B. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 10th of each month to the Contract Monitor and the Maryland Stadium Authority's MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- C. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- E. Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.
- F. The Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.3.1 – 3.3.5** (or the substance thereof) in all subcontracts.

4 Procurement Instructions

4.1 Pre-Proposal Conference

- 4.1.1 A pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see **Section 4.2.1 eMM**).
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. The Maryland Stadium Authority will make a reasonable effort to provide such special accommodation.
- 4.1.6 All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

4.2 eMaryland Marketplace (eMM)

- 4.2.1 eMM is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMM.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsa/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE participation goals, shall identify in the subject line the Solicitation Number and Title (MSA Project No. 19-001 – Warehouse Janitorial Services), and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMM.
- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the MSA unless it issues an amendment in writing.

4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under MSA's Procurement Policies and Procedures.

4.5 Proposal Due (Closing) Date and Time

- 4.5.1 Proposals, in the number and form set forth in **Section 5 Proposal Format**, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.

- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6 Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.
- 4.5.7 Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

4.7 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

4.8 Public Information Act Notice

- 4.8.1 The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.3.2.B** “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 4.8.2 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 must be disclosed.

4.9 Award Basis

A Contract shall be awarded to the responsible Offeror(s) submitting the Proposal that has been determined to be the most advantageous to the MSA, considering price and evaluation factors set forth in this RFP, for providing the goods and services as specified in this RFP. See RFP **Section 6** for further award information.

4.10 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 120 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.12 Revisions to the RFP

- 4.12.1 If the RFP is revised before the due date for Proposals, the MSA shall post any addenda to the RFP on eMM and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMM for any addenda issued prior to the submission of Proposals.
- 4.12.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.12.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4 Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.12.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.13 Cancellations

- 4.13.1 MSA reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of MSA.
- 4.13.2 The MSA reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.13.3 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).

4.14 Incurred Expenses

MSA will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.15 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of MSA's Procurement Policies and Procedures.

4.16 Offeror Responsibilities

- 4.16.1 Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.

- 4.16.2 All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see **Section 4.26** "Minority Participation Goal").
- 4.16.3 If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The MSA reserves the right to accept or reject any exceptions.**

4.18 Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

4.19 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 for informational purposes as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

4.20 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.22 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

- 4.22.1 In connection with a procurement contract a person may not willfully:
- A. Falsify, conceal, or suppress a material fact by any scheme or device.
 - B. Make a false or fraudulent statement or representation of a material fact.
 - C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 4.22.2 A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.
- 4.22.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

4.23 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

- 4.23.1 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 successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2 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/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**), should an MBE goal apply to this RFP. Additional information is available on GOSBA's website at:
<http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.25 Electronic Procurements Authorized

- 4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the MSA may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

- 4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsol/>), and electronic data interchange.
- 4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
- A. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
 - 1) The RFP;
 - 2) Any amendments and requests for best and final offers;
 - 3) Pre-Proposal conference documents;
 - 4) Questions and responses;
 - 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
 - 6) Notices of award selection or non-selection; and
 - 7) The Procurement Officer’s decision on any Proposal protest or Contract claim.
 - B. The Offeror or potential Offeror may use e-mail or facsimile to:
 - 1) Ask questions regarding the solicitation;
 - 2) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail, but only on the terms specifically approved and directed by the Procurement Officer and;
 - 3) Submit a "No Proposal Response" to the RFP.
 - C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- 4.25.5 The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:
- A. Submission of initial Proposals Filing of protests; except as expressly authorized in Section 5.2.
 - B. Filing of Contract claims;
 - C. Submission of documents determined by the MSA to require original signatures (e.g., Contract execution, Contract modifications); or
 - D. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

- 4.25.6 e-mail transmission is only authorized to the facsimile e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

4.26 MBE Participation Goal

4.26.1 Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any, has been established for this procurement.

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

By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 4.26 must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in Attachment D-1B, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its Technical Response(s) to the RFP will result in the State's rejection of the Offeror's Proposal for the applicable Service Category. This failure is not curable.

4.26.2 Attachments.

- A. D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:
1. Attachment D-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Proposal)
 2. Attachment D-1B Waiver Guidance
 3. Attachment D-1C Good Faith Efforts Documentation to Support Waiver Request
 4. Attachment D-2 Outreach Efforts Compliance Statement
 5. Attachment D-3A MBE Subcontractor Project Participation Certification
 6. Attachment D-3B MBE Prime Project Participation Certification
 7. B2 Now MBE Reporting – See Appendix #3- MSA's Contract Compliance System.
- B. The Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:
1. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
 2. The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of

Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.

3. The Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If the Offeror fails to submit a completed Attachment D-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.

- 4.26.3 Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in **Attachment D-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.
- 4.26.4 Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer.
 - A. Outreach Efforts Compliance Statement (**Attachment D-2**);
 - B. MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**); and
 - C. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
 - D. Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

- 4.26.5 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- 4.26.6 The Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- 4.26.7 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – **Attachment M, Section 2.1**).

- 4.26.8 The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – **Attachment M, Liquidated Damages for MBE, section 39**. As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (**Attachment D-1A**) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors [see Section 4B of the MBE Participation Schedule (**Attachment D-1A**)] used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE subgoal classifications but can self-perform up to 100% of the stated subgoal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Refer to MBE forms (**Attachment D**) for additional information.

4.27 Living Wage Requirements

- A. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- B. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- C. Additional information regarding the State's living wage requirement is contained in **Attachment F**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- D. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.
 - 1) The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50%

of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier (enter “1” or “2,” depending on where the majority of the service recipients are located) Contract.

- 2) The Contract will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
 - 3) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
 - 4) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- E. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- F. The Offeror shall identify in the Proposal the location from which services will be provided.
- G. **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change.
- H. **NOTE: It is the Offerors’ responsibility to incorporate the Living Wage Rates and all cost associated with proving janitorial services into their pricing.**

4.28 Conflict of Interest Affidavit and Disclosure

- 4.28.1 The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Proposal.
- 4.28.2 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.28.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.28.4 Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

4.29 Small Business Reserve (SBR) Procurement

- 4.29.1 This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and

Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by GOSBA Small Business Reserve Program are eligible for award of a contract.

- 4.29.2 For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:
- A. It is independently owned and operated;
 - B. It is not a subsidiary of another business;
 - C. It is not dominant in its field of operation; and
 - 1) With respect to employees, in its most recently completed three (3) fiscal years:
 - a) Its wholesale operations did not employ more than 50 persons;
 - b) Its retail operations did not employ more than 25 persons;
 - c) Its manufacturing operations did not employ more than 100 persons;
 - d) Its service operations did not employ more than 100 persons;
 - e) Its construction operations did not employ more than 50 persons; and
 - f) The architectural and engineering services of the business did not employ more than 100 persons; and
 - 2) With respect to gross sales, in its most recently completed three (3) fiscal years:
 - a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000;
 - b) The gross sales of its retail operations did not exceed an average of \$3,000,000;
 - c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000;
 - d) The gross sales of its service operations did not exceed an average of \$10,000,000;
 - e) The gross sales of its construction operations did not exceed an average of \$7,000,000; and
 - f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000.
 - D. Note: If a business has not existed for three (3) years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.
 - E. Further information on the certification process is available at eMaryland Marketplace.
- 4.29.3 **Ineligible Proposals.** Under a small business reserve procurement, a business that is not a certified small business is ineligible for award of a contract.
- 4.29.4 Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the Governor’s Office of Small, Minority & Women Business Affairs as a small business. A procurement contract award under a small business reserve may not be made to a business that has not been SBR certified.

4.30 Bonds – Not applicable for this procurement

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5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – Technical Proposal
- Volume II – Financial Proposal

5.2 Proposal Delivery and Packaging

5.2.1 Proposals delivered by facsimile and email shall not be considered.

5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.

5.3 Electronic Submission

Offerors may submit Proposals by electronic means as described. Electronic submittals will be accepted through MSA’s third party e-procurement system. Negometrix Instructions for registering for Negometrix and utilizing this e-procurement system are attached as Attachment J.

Any Offeror wishing to deliver a hard copy (paper) Proposal shall contact the Procurement Officer for instructions.

5.3.1 Two Part Submission:

A. Technical Proposal consisting of:

- 1) Technical Proposal in searchable Adobe PDF format,
a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.8**), and

B. Financial Proposal consisting of:

- 1) Financial Proposal in searchable Adobe PDF format,
a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.8**).

5.4 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

5.4.1 In addition to the instructions below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1 Response . . .”; “Section 2.2.2 Response . . .”). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

5.4.2 The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

A. Title Page and Table of Contents (Submit under **TAB A**)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

B. Claim of Confidentiality (If applicable, submit under **TAB A-1)**

Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see **Section 4.8 “Public Information Act Notice”**). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

C. Offeror Information Sheet and Transmittal Letter (Submit under **TAB B)**

The Offeror Information Sheet and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

D. Executive Summary (Submit under **TAB C)**

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

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see **Section 4.16 “Offeror Responsibilities”**).

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the MSA. **Exceptions to terms and conditions, including requirements, 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 the State terms and conditions, the Executive Summary should so state.

E. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under **TAB D)**

The Scope of Services, Section 2 of this RFP provides Offerors with information on the desired outcome of this solicitation. Offerors shall identify and describe, in detail, how the proposed services will meet the requirements of the RFP Section 2 Scope of Services. At a minimum, please address the following:

- 1) Contract Organization (identify and explain the specific organization of the contract team, including management/supervisors and staffing).
- 2) Identify proposed number of personnel assigned to perform the services required by this contract. Please note that it is a contract requirement that the contractor provide one day porter at each of the North and South warehouse. Describe the work to be performed by each proposed contract workers.

- 3) Identify major pieces of equipment to be utilized.
- 4) A list of products that are recommended for this project and the Material Data Sheet must be submitted with the technical proposal.
- 5) Detailed quality control plan.
- 6) Detailed employee training programs.
- 7) Criminal background and immigration status investigations.
- 8) The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in **Section 3.8**.

F. Offeror Experience, Capabilities and References (Submit under **TAB E)**

Offerors should include information on past experience with providing janitorial services at similar sized commercial facilities. Offerors shall describe their experience and capabilities through a response to the following:

- 1) An overview of the Offeror's experience providing services similar to those required by this RFP. This description should include:
 - a) A list and summary of prior and existing janitorial service contracts that are similar in size and scope to this contract. Include term and value of contract.
 - b) A minimum of five (5) contract references; including the name, title and telephone number of point-of-contact for each references.
- 2) Provide a brief company overview including:
 - a) History of the company, including the number of years the Offeror has provided these services.
 - b) Company size.
 - c) Number of employees.
- 3) Describe the availability of the Offeror to perform the work as described in the RFP, including the flexibility to dedicate staff to these efforts during the period of the contract.
- 4) Provide the names, titles, and resumes of key management personnel directly involved with supervising the services rendered under the contract.

G. List of Current or Prior State Contracts (Submit under **TAB F)**

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- 1) The State contracting entity;
- 2) A brief description of the goods and services provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;
- 5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and

- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offer or and considered as part of the experience and past performance evaluation criteria of the RFP.

H. Financial Capability (Submit under **TAB G)**

The Offeror must include in its Proposal a commonly accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;
- 4) Evidence of a successful financial track record; and
- 5) Evidence of adequate working capital.

I. Certificate of Insurance (Submit under **TAB H)**

The Offeror should provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

J. Subcontractors (Submit under **TAB I)**

The Offeror should provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or participation goal(s) for this solicitation should all be identified as provided in the appropriate attachment(s) of this RFP.

K. Economic Benefit Factors (Submit under **TAB J)**

- 1) The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Offeror's Total Proposal Price from **Attachment B**, the Financial Proposal Form. See
- 2) Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
- 3) Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
- 4) As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed

in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

- 5) In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
 - a) generic statements that the State will benefit from the Offeror's superior performance under the Contract;
 - b) descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
 - c) tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
- 6) Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded the Contract.
- 7) Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
 - a) The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;**
 - b) The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
 - c) Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
 - d) Subcontract dollars committed to Maryland small businesses and MBEs; and
 - e) Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

L. Legal Action Summary (Submit under **TAB K**)

This summary shall include:

- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- 2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;

- 3) A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
 - 4) In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.
- M. Technical Proposal - Required Forms and Certifications (Submit under **TAB L**)
- 1) All forms required for the Technical Proposal are identified in Table 1 of **Section 7 – RFP Attachments and Appendices**. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under **TAB O**.

5.5 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the MSA. .

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6 Evaluation and Selection Process

6.1 Evaluation Committee

Evaluation of Proposals will be conducted by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in offer or oral presentations and discussions, and provide input to the Procurement Officer. The MSA reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

- 6.2.1 Adequacy of the Work Plan to provide the proposed services and to complete all deliverables required under this RFP.
- 6.2.2 Experience and Qualifications of the Offeror, with specific emphasis on similar contracts.
- 6.2.3 Experience and Qualifications of the specified personnel to be assigned to the contract, with specific emphasis on similar contracts.
- 6.2.4 Economic Benefit to State of Maryland

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 6.6.2D) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment B** – Financial Proposal Form.

6.4 Reciprocal Preference

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

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

6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method under MSA's Procurement Policies and Procedures. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the MSA may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, MSA reserves the right to make an award without holding discussions.
- B. With or without discussions, the MSA may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.5.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a MBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the MSA's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the MSA. Offerors will be contacted by the MSA as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- E. When in the best interest of the MSA, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The MSA may make an award without issuing a request for a BAFO. Offerors may only perform limited substitutions of proposed personnel as allowed in Section 3.11 (Substitution of Personnel Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the MSA.

6.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – RFP Attachments and Appendices**.

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7 RFP ATTACHMENTS AND APPENDICES

Instructions Page

A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the Proposal:

1. For electronic submissions, submit one (1) copy of each with signatures.
2. For paper submissions, submit one (1) unbound original and seven (7) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: RFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Proposal	B	Financial Proposal Instructions and Form
Y	With Proposal	C	Proposal Affidavit (see attachment)
Y	With Proposal	D	MBE Forms D-1A: MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (see attachment)
Y	10 Business Days after recommended award	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see attachments.) Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
N	As directed in forms	D	MBE Forms D-4A, D-4B, (see attachment)
Y	With Proposal	E	Small Business Contract Affidavit (see attachment)
Y	With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see attachment)
Y	With Proposal	E	Small Business Affidavit
Y	With Proposal	H	Conflict of Interest Affidavit and Disclosure (see attachment)

Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see attachment))
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions (included in this RFP)
Y	n/a	2	Tenant Space
Y	Monthly	3	MSA Contract Compliance System
Y	n/a	4	Parking Rates
Y	n/a	5	Frequently Asked Questions and Answers
Y	n/a/	6	Carpet Cleaning Description
Additional Submissions			
Applies?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.6); 1 copy

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number MSA 19-001

Warehouse Janitorial Services

A Pre-Proposal conference will be held 11:00 a.m. on July 19, 2018 at 333 West Camden Street, Suite 500, Baltimore, Maryland 21201.

Please return this form by morning of July 18, 2018, advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

John Samoryk
MARYLAND STADIUM AUTHORITY
333 West Camden Street, Suite 500 Office
Baltimore, Maryland 21201

E-mail: jsamoryk@mdstad.com
Fax #: 410-333-1888

Please indicate:

- _____ Yes, the following representatives will be in attendance.
Attendees (Check the RFP for limits to the number of attendees allowed):
- 1.
 - 2.
 - 3.
- _____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 4.1 “Pre-Proposal conference”):

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Attachment B. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

B-1 Financial Proposal Form

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

See Attachment B Financial Proposal Form under separate attachment.

Attachment C. Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/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, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, 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/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror 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/Offeror 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/Offeror 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/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/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/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/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

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):

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/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/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;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or

- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
 - (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
 - (15) 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)—(14) 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):
-
-

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).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and 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):
-
-

G. SUBCONTRACT 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/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/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/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. 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.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

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/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.

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____
Title

Date: _____
Date

Attachment D. Minority Business Enterprise (MBE) Forms

**D-1A
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE**

PART 1 - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code and the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit <https://www.census.gov/eos/www/naics/>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **CAUTION:** If the firm's NAICS Code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.
http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**
- ✓ **Regular Dealers:** Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions. Generally, a Regular Dealer will be identified as a wholesaler or supplier in the MDOT Directory.
-

- ✓ **Manufacturers:** A certified MBE firm’s participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
 - ✓ **Brokers:** With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
 - ✓ **Furnish and Install:** The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS Code(s) to furnish and install materials necessary for successful contract completion may be counted in full.
9. **Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.
- Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.
10. CAUTION: The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in PART 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in PART 2- for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in PART 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).
11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1- 800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

Total African American MBE Participation:	_____ %
Total Asian American MBE Participation:	_____ %
Total Hispanic American MBE Participation:	_____ %
Total Women-Owned MBE Participation:	_____ %

Overall Goal

Total MBE Participation (include all categories)_____ %

PART 2 – MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. 19-001, I affirm the following:

1. **MBE Participation (PLEASE CHECK ONLY ONE)**

_____ I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent.

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I **must** complete PART 3 - MBE Participation Schedule in order to be considered for award.

OR

_____ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I **must** complete PART 3, the MBE Participation Schedule for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C)
- (b) Outreach Efforts Compliance Statement (Attachment D-2);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments D-3A and 3B);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were MBE firms.

PART 3 - MBE PARTICIPATION SCHEDULE

SET FORTH BELOW ARE THE (i) CERTIFIED MBEs I INTEND TO USE, (ii) THE PERCENTAGE OF THE TOTAL CONTRACT VALUE ALLOCATED TO EACH MBE FOR THIS PROJECT AND, (iii) THE ITEMS OF WORK EACH MBE WILL PROVIDE UNDER THE CONTRACT. I HAVE CONFIRMED WITH THE MDOT DATABASE THAT THE MBE FIRMS IDENTIFIED BELOW (INCLUDING ANY SELF-PERFORMING MBE PRIME FIRMS) ARE PERFORMING WORK ACTIVITIES FOR WHICH THEY ARE MDOT-CERTIFIED.

Prime Contractor	Project Description	Project Number

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer <input type="checkbox"/> Broker <input type="checkbox"/> Furnish and Install <input type="checkbox"/> Services <input type="checkbox"/> Other</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p>Description of the Work to be performed with MBE prime's own forces: _____ _____ _____</p>
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SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer <input type="checkbox"/> Broker <input type="checkbox"/> Furnish and Install <input type="checkbox"/> Services <input type="checkbox"/> Other</p> <p>Description of the Work to be Performed: _____ _____ _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer <input type="checkbox"/> Broker <input type="checkbox"/> Furnish and Install <input type="checkbox"/> Services <input type="checkbox"/> Other</p> <p>Description of the Work to be Performed: _____ _____ _____</p>

	<p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier</p> <p><input type="checkbox"/> Manufacturer</p> <p><input type="checkbox"/> Broker</p> <p><input type="checkbox"/> Furnish and Install</p> <p><input type="checkbox"/> Services</p> <p><input type="checkbox"/> Other</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier</p> <p><input type="checkbox"/> Manufacturer</p> <p><input type="checkbox"/> Broker</p> <p><input type="checkbox"/> Furnish and Install</p> <p><input type="checkbox"/> Services</p> <p><input type="checkbox"/> Other</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>

Continue on separate page if needed

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE. Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

D-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether the Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Offeror has made. The efforts employed by the Offeror should be those that one could reasonably expect the Offeror to take if the Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the Proposal items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to firms certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Offeror's Good Faith Efforts when the Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements
 - (a) Certain procurements will include a list of Proposal items identified during the goal

setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

- (b) Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Offerors

- (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

- (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Offeror shall make all reasonable efforts to solicit those MBE firms.
- (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Offerors

- (a) When the procurement does not include a list of Identified MBE Firms, Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
- (b) Any MBE Firms identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:

- (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
- (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; and
- (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

- 2. "All" Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include

MBE Firms who are no longer certified to perform the work as of the date the Offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-Proposal meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate with Interested MBE Firms

Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
 - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. The Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for the Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
 - (c) percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) number of MBE firms that the Offeror solicited for that portion of the work;

- (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) number of quotes received by the Offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
 5. The Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.
 6. The “average of the other subcontractors’ quotes received” by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.
 7. The Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm’s capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement listing the reasons for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 - (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
 - (b) The MBE Firm’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Offeror made reasonable efforts to assist interested MBE Firms in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether the Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Offerors

in meeting the contract. For example, when the apparent successful Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the goal. If the apparent successful Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, the Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 Business Days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (**Complete Outreach Efforts Compliance Statement - D-2**).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) (**Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations**); and
 - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)

1. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
2. For each certified MBE Firm that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms proposing on the same or comparable work. (**Include copies of all quotes received.**)
3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. 19-001

in _____ County _____
by (Name of Prime Contractor's Firm)

2. _____ (Minority Firm), is either unavailable for the work/service or
unable to prepare a Proposal for this project for the following reason(s):

(Signature of Minority Firm's MBE Representative) (Title) (Date)

(MDOT Certification #) (Telephone #)

3. To be completed by the prime contractor if Section 2 of this form is not completed by the
minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either
unavailable for the work/service for this project, is unable to prepare a Proposal, or did not
respond to a request for a price Proposal and has not completed the above portion of this
submittal.

(Signature of Prime Contractor) (Title) (Date)

D-1C
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE OF ____

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	<<projectDescription>>	NUMBER: <<Solicitation Number>>

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed **Attachment D-1B**, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this **Attachment D-1C** Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title: Title

Date: Date

Address:

Company Address

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST PART 1 – IDENTIFIED ITEMS OF WORK OFFEROR MADE AVAILABLE TO MBE FIRMS

PAGE OF ___

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		NUMBER: 19-001

Identify those items of work that the Offeror made available to MBE Firms. This includes, where appropriate, those items the Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of Proposal items identified during the goal setting process as possible items of work for performance by MBE Firms, the Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does Offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why not.
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER
REQUEST PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF
SOLICITATIONS**

PAGE OF ___

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		NUMBER: 19-001

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Offeror identifies additional MBE Firms who may be available to perform Identified. Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (**Attachment D-1B - Exhibit A**). If the Offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call: Spoke with: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call: Spoke with: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

7.1.1 GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

PAGE OF ___

Prime Contractor:	Project Description:	PROJECT/CONTRACT NUMBER:
<i>Offeror Company Name, Street Address, Phone</i>		

This form must be completed if Part 1 indicates that an MBE quote was rejected because the Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from Proposal)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

D- 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 Business Days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the Proposal submitted in response to Solicitation No. MSA.19-001, I state the following:

1. Offeror identified subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with Proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

4. **Please Check One:**

- This project does not involve bonding requirements.
- Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

5. **Please Check One:**

Offeror did attend the pre-Proposal
_____ conference. No pre -Proposal
_____ meeting/conference was held.

Offeror did not attend the pre-Proposal conference.

PLEASE PRINT OR TYPE

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title: Title

Date: Date

Address:

Company Address

D-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

7.1.2 Please complete and submit one form for each certified MBE firm listed on the MBE Participation schedule (Attachment D-1A) within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that _____ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. 19-001, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor’s Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$ _____ which equals to ___% of the Total Contract Amount for performing the following goods and services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) 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 Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the 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 Proposal.

Prime Contractor

Company:

Company Name (please print or type)

FEIN:

Federal Identification Number

Phone Number:

Phone Number

By:

Signature of Authorized Representative

Date:

Date

Printed Name:

Printed Name

Title:

Printed Title

Address:

Company Address

Subcontractor

Company:

Company Name (please print or type)

FEIN:

Federal Identification Number

Phone Number:

Phone Number

By:

Signature of Authorized Representative

Date:

Date

Printed Name:

Printed Name

Title:

Title

Address:

Address

**D-3B
MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

Please complete and submit this form to attest to each specific item of work that your MBE firm has listed on the MBE Participation Schedule (Attachment D-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$ _____ which equals to ____% of the Total Contract Amount for performing the following goods and services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE Prime Contractor

Company:

Company Name (please print or type)

FEIN:

Federal Identification Number

Company Address

Phone

Printed Name:

Printed Name

Title:

Title

By:

Signature of Authorized Representative

Date: Date

Attachment E. Small Business Contract Affidavit

***** PROVIDING FALSE INFORMATION ***** Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

A determination by a Procurement Officer that a bidder/offeror is not responsible;
A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland; Suspension and debarment under Title 16 of the State Finance and Procurement Article; Criminal prosecution for procurement fraud (§ 205.1 of the State Finance and Procurement Article), perjury, or other crimes; and Other actions permitted by law.

***** FAILURE TO MEET MINIMUM QUALIFICATIONS *****

Any Bidder or potential bidder failing to meet the minimum qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____ and executed by me for the purposed 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.

Project Name and Number	
SMALL BUSINESS QUALIFICATION NUMBER	
Date of Most Recent Qualification by DGS	
Expiration Date:	Date to recertify:
Today's Date	
BY: Signature (Authorized Representative and Affidavit)	

SUBMIT THIS FORM WITH TECHNICAL OFFER

Attachment F. Living Wage Affidavit

Contract No.: _____

Name of Contractor: _____

Address: _____

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- Offeror is a nonprofit organization
- Offeror is a public service company
- Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.
- B. _____ (initial here if applicable) The Offeror affirms it has no covered employees for the following reasons: (check all that apply):
 - The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
 - The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
 - The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

Title: _____ Witness: _____

Name (Typed or Printed): _____ Witness Signature: _____ Date: _____

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment G. Intentionally Omitted

Attachment H. Conflict of Interest Affidavit and Disclosure

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 Bidder/Offeror, 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 Bid/Proposal is made.

C. The Bidder/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 Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/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 Bidder/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: _____ By: _____
(Authorized Representative and Affiant)

Attachment I. General Conditions for Maintenance Contracts

MARYLAND STADIUM AUTHORITY



TABLE OF CONTENTS

Section

1	Definitions
2	Preparation of Proposal/Bid
3	Site Investigation
4	Bid, Performance and Payment Bonds
5	Contingent Fee Prohibition
6	Cost and Price Certification
7	Contract Administration
8	Authority of the Procurement Officer
9	Corporate Registration and Tax Payment Certification
10	Compliance with Laws
11	Initiation of Work
12	Notice to Proceed & Prosecution of Work
13	Conformity with Contract Requirements
14	Inspection of Work
15	Removal of Defective Work
16	Discrepancies in Contract Documents
17	Cooperation by Contractor
18	Cooperation with Utilities
19	Cooperation between Contractors
20	MSA Furnished Material
21	Indemnification & Insurance
22	Responsibility for Damage Claims
23	Assignment
24	General Guaranty
25	Final Acceptance and Payment
26	Personal Liability of Public Officials
27	Approval Authority
28	Remedies and Termination
29	Delays and Extensions of Time
30	Differing Site Conditions
31	Changes
32	Intentionally Omitted
33	Suspension of Work

TABLE OF CONTENTS (CONTINUED)

<u>Section</u>	
34	Intentionally Omitted
35	Intentionally Omitted
36	Sanctions upon Improper Acts
37	Non-Hiring of Employees
38	Conflict of Interest Law
39	Registration
40	Taxes—Responsibility for Payment, Exemption Forms to be filed, etc.
41	Tax Exemption
42	Specifications
43	Delivery
44	Patent Trade Mark & Copyright Infringements
45	Occupational Safety & Health Act (OSHA)
46	Minority Business Enterprise and Affirmative Action
47	Small Business Procurement
48	Non-Discrimination in Employment
49	Multi-Year Contracts Contingent Upon Appropriations
50	Buy American Steel Act
51	Prevailing Wage Contracts for Public Works
52	Disputes
53	Intentionally Omitted
54	Contractor's Invoices
55	Financial Disclosure
56	Political Contribution Disclosure
57	Incorporated by Reference
58	Maryland Law Prevails
59	Bid Award – Resident Business
60	Payment of State Obligation
61	Intentionally Omitted
62	Retention of Records
63	General Conditions Controlling
64	Dissemination of Information
65	Insolvency

**MARYLAND STADIUM AUTHORITY
GENERAL CONDITIONS FOR MAINTENANCE CONTRACTS**

1. Definitions

A. Wherever in these General Provisions or in other contract documents the following terms or abbreviations are used, the meaning shall be as follows:

B. Warehouse at Camden Yards

Definitions

Agreement - Contract.

Award – The decision by MSA to execute a purchase agreement or contract after all necessary approvals have been obtained.

Bid/Offer – A statement of price, terms of sale, and description of the supplies, services, or construction related services submitted to the State, in response to an Invitation for Bids or offers under procurement by competitive sealed bidding or comparable small procurement procedures.

BPW – The Board of Public Works of the State of Maryland.

Business – Any corporation, partnership, individual, sole proprietorship, joint venture, or any other legal entity through which commercial activity is conducted.

Change Order – A written order signed by the responsible Procurement Officer, directing a Contractor to make changes which the changes clause of a contract authorizes the Procurement Officer to order with or without the consent of the Contractor.

Code – The Annotated Code of Maryland.

COMAR – Code of Maryland Regulations.

Construction – The process of building, adding, altering, converting, relocating, renovating, replacing, repairing, improving, demolishing or restoring of real property in which MSA has an interest.

Contract – Any agreement entered into by MSA for the acquisition of supplies, services, construction, or any other item, including:

- (1) Awards and notices of award;
- (2) Contracts of a fixed-price, cost-reimbursement, cost-plus-a-fixed-fee, fixed-price incentive, or cost-plus incentive fee type;
- (3) Contract providing for the issuance of job or task orders;
- (4) Leases;
- (5) Letter contracts;
- (6) Purchase orders;
- (7) Supplemental agreements with respect to any of these;
- (8) Orders; and
- (9) Grants.

Contract Affidavit – An affidavit in compliance with, and in substantially the same form as set forth in COMAR 21.05.08.07 and any amendments thereto.

Contract Modification – Any written alteration in the specifications, delivery point, date of delivery, contract period, price, quantity, or other provision of any existing contract, whether accomplished in accordance with a contract provision, or by mutual action of the parties to the Contract. It includes Change Orders, Extra Work Orders, Supplemental Agreements, Contract amendments, reinstatements, or options/renewals.

Contractor – Any person (see definition of Person) having a contract with MSA. Contractor does not include any employees claiming such status pursuant to any collective bargaining agreement.

Day – Calendar day unless otherwise designated.

Engineer – Any person designated by MSA or the Procurement Officer, acting directly or through the duly authorized representative, such representative acting within the scope of the assigned duties or authority.

Extension – As applied to contracts for the performance of maintenance work or services, means a change in the scope of services to be performed by the Contractor by including in the Contract a requirement for the performance of phases of services not previously included.

Extra Work Order – Change Order

Firm – Business

Inspector – The authorized representative of the procurement officer assigned to make detailed inspections of any or all portions of the work, or materials thereof.

Invitation for Bids – Any document, whether attached or incorporated by reference, used for soliciting bids under procurement by competitive sealed bidding and small procurement including requests for quotations.

Maintenance – Any work or services necessary for the continued operation or upkeep of a facility, structure, building, grounds, or building system, including built-in equipment or an in-ground system.

Minority Business Enterprise – Any legal entity, other than a joint venture, organized to engage in commercial transactions, which is at least 51 percent owned and controlled by one or more minority persons, or a non-profit entity organized to promote the interests of the physically or mentally disabled and is —Certified by the Maryland MSA of Transportation (MDOT). Certified means that MDOT, through established procedures, has determined that a legal entity is a minority business enterprise.

Minority Person – A member of a socially or economically disadvantaged minority group, including African Americans/Black (not of Hispanic origin), Hispanic American, Asian American, Native American, Alaska natives, Asians, Pacific Islanders, Women, and the Physically or Mentally Disabled.

Notice to Proceed – A written notice to the Contractor of the date on or before which the Contractor shall begin performing the work to be done under the contract.

Offeror – A person or entity that responds to a Proposal and desires to enter into a contract with MSA.

Payment Bond – Security as stated in COMAR 21.06.07.01B as a guarantee that Contractor will pay in full all bills and accounts for materials and labor used in the work, as provided by law.

Performance Bond – Security as stated in COMAR 21.06.07.01B, guaranteeing complete performance of the Contract.

Person – Any individual or a corporation, partnership, sole proprietorship, joint stock company, joint venture, unincorporated association, union, committee, club or other organization or legal entity.

Plans – The official drawings issued by MSA as part of the contract documents, including those incorporated in the contract documents by referenced.

Price Proposal – A contractor written price derivation response, with required support documentation and affidavits, to MSA request for price from a Contractor technically selected for a specific Project. The Price Proposal shall be signed by the person(s) required to legally bind the Contractor to the proposal.

Procurement Officer – Any person authorized by a State agency in accordance with law or regulations to formulate, enter into, or administer contracts or make written determinations and findings with respect to them. The term also includes an authorized representative acting within the limits of authority.

Proposal – The response by an Offeror to a solicitation of the Jurisdiction for a supply or service. The response may include, but is not limited to, an Offeror's price and terms for the proposed Contract, a description of technical expertise, work experience and other information as requested in the solicitation.

Public Improvement – The construction, maintenance and repair of any building, structure or other public work now or hereafter constructed or acquired by the State or MSA.

Quotation – Bid/Offer.

Invitation for Bids – Any document, whether attached or incorporated by reference, used for soliciting bids under procurement by competitive sealed bids, noncompetitive negotiations, multi-step and comparable small procurement procedures.

Resident Business – A business enterprise that has a Maryland address, is registered to do business in the State of Maryland, employs Maryland residents, and regularly conducts business within the State. The term include subsidiaries, divisions and branches of a business enterprise headquartered outside of the State of Maryland.

Responsible Bidder or Offeror – A person who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which will assure good faith performance.

Services – The rendering of a person's time, effort or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance of services. It includes, but is not limited to, professional, personal and/or contractual services provided by attorneys, architects, engineers, accountants, physicians, consultants, appraisers,

land surveyors, and property management, where the service is associated with the provision of expertise and/or labor.

Specification – A written description of functional characteristics, or the nature of an item to be procured. It may include a statement of any of the user’s requirements and may provide for inspection, testing, or preparation of an item before procurement. Procedures to accomplish tasks may be included.

Solicitation – Invitation for bids, Request for Proposals, or any other method or instrument used to provide public notice and advertisement of a Jurisdiction’s intent to procure supplies, services, and construction.

State – The State of Maryland.

State Agency – Any administration, agency, association, authority, board, bureau, college, commission, committee, council, foundations, fund, MSA, institute, institution, public corporation, service, trust, university, or other unit of the Executive Branch of the State Government and including any subunit within any of the foregoing.

Subcontractor – Any person undertaking a part of the work under the terms of the Contract, by virtue of an agreement with the Contractor, who, prior to such undertaking, receives the approval of the surety and MSA.

Superintendent – The executive representative of the Contractor authorized to receive and execute instructions from the Contractor Monitor who shall supervise and direct the work.

Supplemental Agreement – Any contract modification which is accomplished by the mutual action of the parties.

Supplemental Specification – Additions and revisions to the Standard Specifications.

Work – The furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contract.

Any reference to one gender shall be deemed to include the other gender, unless the Contract clearly requires otherwise.

2. Preparation of Bid/Proposal

Offeror shall submit its bid/proposal upon the forms furnished by MSA, carefully following bid preparation instructions provided. A completed Bid/Proposal Affidavit is an essential part of the proposal submission.

A completed Contract Affidavit will be required of the successful Offeror before issuance of notice to proceed.

Offerors should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets and provide any written justification of why such materials, upon request, should not be disclosed by the State under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland.

3. Site Investigation

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work.

The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the State, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The State assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the State.

4. Performance and Payment Bonds (NOT REQUIRED FOR THIS SOLICITATION)

A. Bid Bonds

A bid bond is not required for this solicitation.

B. Performance Bonds

A performance bond may be required for task orders valued in excess of \$50,000.00 in the amount equal to at least 100 percent of the task order. If required, the performance bond shall be delivered by the Contractor to MSA no later than ten (10) days after the Contract is executed. If a Contractor fails to deliver the required performance bond, the contract may be rescinded by MSA, bid security shall be enforced, and the award of the Contract shall be made to the next lowest responsible and responsive offeror.

C. Payment Bonds

A payment bond may be required for a task order in excess of \$50,000.00 in the amount equal to at least 100 percent of the Contract price. If required by the Special Provisions of the Contract, the payment bond shall be delivered by the Contractor to MSA no later than the ten (10) days after the Contract is executed. If a Contractor fails to deliver the required payment bond, the contract may be rescinded by MSA, bid security shall be enforced, and award of the Contract shall be made to the next lowest responsible and responsive offeror.

D. Acceptable Security

Acceptable security for bid, performance and payment bonds shall be as set forth in COMAR 21.06.07.01B.

5. Contingent Fee Prohibition

A. The Contractor 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 contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other

entity, other than a bona fide agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

- B. For breach or violation of this warranty, MSA shall have the right to terminate this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

6. Cost and Price Certification

- A. The Contractor, by submitting cost or price information, certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
 - (1) A negotiated Contract, if the total Contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
 - (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.
- B. The price, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

7. Contract Administration

This Contract may be administered on behalf of MSA, by the Contract Administrator and Contract Monitor.

8. Authority of the Procurement Officer

- A. The Procurement Officer shall decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any or all plans and/or specifications; and all questions as to the acceptable fulfillment of the terms of the Contract on the part of the Contractor.
- B. The Procurement Officer shall determine the amount of work performed to be paid for under the Contract.
- C. The Procurement Officer shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.
- D. The Procurement Officer may authorize progress payments for work satisfactorily completed, subject to such retainage that the Procurement Officer deems appropriate.

9. Corporate Registration and Tax Payment Certification

Corporations are required to execute a Certification of Corporation Registration and Tax Payment.

10. Compliance With Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any MSA or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

11. Initiation of Work

The Contractor shall not commence performance of the Work or Services until it receives a formal written Notice to Proceed from the MSA.

12. Notice to Proceed and Completion of the Work

After the Contract has been executed, MSA will, within the time limit specified elsewhere in the Contract documents, issue to the Contractor a Notice to Proceed stipulating the date on or before which the Contractor shall begin Work. The specified Contract time shall begin on the first day that the Contract Work (other than the erection of the inspector's office, construction stakeout, and mobilization) actually starts or on the day stipulated in the Notice to Proceed, whichever is earlier. Any preliminary work started, or materials ordered, before receipt of the Notice to Proceed, shall be at the Contractor's sole risk.

The Contractor shall begin Work promptly within the time specified by the Procurement Officer and shall notify the Procurement Officer at least forty-eight (48) hours before starting Work. The Contractor shall submit a progress schedule, in writing, to the Procurement Officer within ten (10) days from the date of the Notice to Proceed. This schedule shall be updated and revised to reflect all changes affecting the job progress.

After the work has once been started, it shall be conducted continuously on all acceptable working days without stoppage until the entire Contract is complete. Should the progress of the Work for any reason be discontinued, the Contractor shall notify the Procurement Officer of his intention to stop and shall also notify the Procurement Officer at least twenty-four (24) hours in advance of resuming operations. Said notification shall be confirmed in writing, by the Contractor.

13. Conformity with Contract Requirements

(1) All Work performed and all materials furnished shall be in conformity with the Contract requirements. In the event the Procurement Officer finds the materials or the finished product in which the materials are used or the Work performed do not conform to the Contract requirements and have resulted in an inferior or unsatisfactory product, the Work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

(2) In the event the Procurement Officer finds the materials or the finished product in which the materials are used are not in conformity with the Contract requirements but that acceptable work has been produced, the Procurement Officer shall then make a determination if the work shall be accepted. In this event, the Procurement Officer will document the basis of acceptance by a change order which may provide for an equitable adjustment in the Contract price. Any action taken pursuant to this paragraph may not result in an increase of the Contract price.

(3) When any material is specified in the Contract by proprietary name, trade name, and/or name of manufacturer with or without the addition of such expressions as —or equal or —or approved equal, it is to be understood that the material named or the equal thereof is intended, subject to the approval of the Procurement Officer as to the quality thereof; and it is distinctly understood: (a) that the Procurement Officer is to exercise independent judgment in determining, from time to time, whether or not any material proposed to be substituted is the equal of any material so specified; (b) that the decision of the Procurement Officer on all such questions of equality shall be final; and (c) that, in the event of any adverse decision by the Procurement Officer, no claim of any sort shall be made or allowed against the Procurement Officer, or the Jurisdiction, because of such decision.

(4) The offeror of an alternative to a material specified will raise the presumption that any such substitution is for the purpose of saving money. If, in such a case, the material is approved, MSA shall be given credit in the amount of the difference between the net cost to the Contractor of the material submitted and the price at which he could have obtained the lowest priced material specified. For convenience in checking the credit, if any, the Contractor shall submit these figures when the offer of substitution is made, and no material shall be considered without such figures.

(5) The word — equal, wherever used in this Paragraph 13, subsection entitled —Equal or Approved Equal, shall be taken to mean any article, material or thing.

14. Inspection of Work

All materials and each part or detail of the Work shall be subject at all times to inspection by the Procurement Officer, or other appropriate persons from MSA, and the Contractor shall be held strictly to the Contract including allowable tolerances, quality of materials and workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection. Any material furnished under the Contract is subject to such inspection. The Procurement Officer, or other appropriate person from MSA, shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Procurement Officer so requests, the Contractor, at any time before the MSA's acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After inspection, the Contractor shall restore said portions of the Work to the standards required by the Contract. Should the Work thus expose or inspected prove acceptable, adjustments in the Contract time and price will be made by Change Order for the uncovering or removing, and the replacing of the covering or making good of the parts removed. Should the Work so exposed or examined prove unacceptable, the uncovering, removing and/or replacing, shall be at the Contractor's sole expense.

When the United States Government or any railroad, corporation or other agency is to pay a portion of the cost of the Work covered by this Contract, a representative of any such entity shall have the right to inspect the Work.

15. Removal of Defective Work

All Work and materials which do not conform to the requirements of the Contract shall be considered unacceptable, unless otherwise determined acceptable under the provisions in Section 13 herein.

Any defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist, shall be removed and replaced by Work and materials which shall conform to the specifications or shall be remedied otherwise in an acceptable manner authorized by the Procurement Officer. Upon any failure by the Contractor to comply promptly with any order of the Procurement Officer made under the provisions of this Paragraph 15, the Procurement Officer shall have the authority to cause defective Work to be remedied or removed and replaced and unauthorized Work to be removed, and to deduct the costs attributable to such corrective notions from any monies due or to become due to Contractor under this Contract.

16. Discrepancies in Contract Documents

In the event the Contractor discovers any discrepancies in the Contract documents, the Contractor shall immediately notify the Procurement Officer. The Procurement Officer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract. In the event of a conflict between these General Conditions and any other provisions of the Contract documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

17. Cooperation by Contractor

The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Procurement Officer and MSA's inspector in every way possible.

The Contractor shall assign to the Contract, as his agent, a competent superintendent capable of communicating in English, capable of reading and thoroughly understanding the Contract documents, and thoroughly experienced in the type of work being performed, who shall receive instructions from the Procurement Officer or an authorized MSA representative. The superintendent shall have full authority to execute the orders or directions of the Procurement Officer without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendent(s) shall be furnished irrespective of the amount of Work sublet.

18. Cooperation with Utilities

The Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions. No additional compensation shall be allowed for normal delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility appurtenances or the operation of moving them.

The Contractor shall have sole responsibility for notifying all affected utility companies prior to the necessity of performing any work on their utilities and shall cooperate with them in achieving the desired results. All damage to utility facilities caused by the Contractor's operations shall be the sole responsibility of the Contractor.

In the event of interruption to utility service as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with said authority in the restoration of service. No Work shall be undertaken around fire hydrants until provisions for continued services have been approved by the local fire authority.

19. Cooperation Between Contractors

- A. Separate Contractors on adjoining or overlapping work shall cooperate with each other as necessary. Such cooperation shall include but is not limited to, (1) arrangement and conduct of Work, and (2) storage and disposal of materials, etc., by each in such a manner as to not unnecessarily interfere with or hinder the progress of the work being performed by other Contractors. Contiguous Work shall be joined in an acceptable manner.
- B. MSA shall have the right, at any time, to contract for and perform other work on, near, over or under the Work covered by this Contract. In addition, other work may be performed under the direction of another Jurisdiction. The Contractor shall cooperate fully with such other contractors and carefully fit its own Work to such other work as may be directed by the Procurement Officer.
- C. In the event of disputes as to cooperation, the Procurement Officer shall act as referee and decisions made by the Procurement Officer will be binding. The Contractor shall make no claims against the MSA for any inconvenience, delay or loss experienced by the Contractor because of the presence and/or operations of other contractors.

20. MSA Furnished Material

The Contractor shall furnish all materials required to complete the Work, except those specified to be furnished by MSA. Materials furnished by the MSA will be delivered or made available to the Contractor at the point or points specified in the Special Provisions. All costs of handling and placing all materials, after delivery to the Contractor, are included in the Contract price for the item in connection with which they are used.

The Contractor is responsible for all delivered material. Deductions shall be made from any monies due him to make good any shortages and deficiencies, and for any damage which may occur after such delivery from any cause whatsoever, and for any demurrage charges.

In cases where materials are supplied by MSA and incorporated in the Contract Work by **the Contractor, materials inspection and acceptance will not be a prerequisite** for acceptance of the final product as the product pertains to these items.

21. Indemnification and Insurance

A. Responsibility for Claims and Liability

The Contractor(s) shall protect, defend, indemnify, save harmless, release and discharge MSA, its officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description arising out of or resulting from errors, omissions, negligent acts, negligent performance or nonperformance of any rights or obligations of the Contractor or those of his subcontractors, agents or employees under this Contract, or arising from or based on the violation of applicable federal, State or local law, ordinance, regulations, order or decree, whether by himself or his employees or subcontractors.

Further, the Contractor shall pay any claims for personal injury, bodily injury or property damage which the Contractor is legally obligated to pay and shall indemnify MSA, its officers, agents and employees from any third party claim seeking such damages. The provisions of this Paragraph shall survive termination or expiration of this Contract with respect to any liability arising prior to such termination or expiration.

B. Insurance Requirements

The Contractor shall carry and maintain in full force and effect for the duration of this Contract, and any supplement or extension thereto, the insurance coverage sufficient to protect MSA, the State, and their officers, agents, employees, invitees, successors and assigns, from claims which may arise out of or as a result of the Contractor's activities under this Contract.

The Contractor shall obtain and maintain at least the minimum levels of insurance specified, and any other coverage specified by MSA, in the amounts specified elsewhere in the Contract documents. The Contractor shall submit to MSA a certificate of insurance indicating the existence of coverage required by this provision. Policies shall be issued by an insurance company authorized to do business in the State of Maryland and approved by MSA.

(1) Comprehensive General Liability Insurance

Occurrence form of comprehensive General Liability Insurance with Comprehensive Board Form endorsement including, but not limited to, coverage for damage to persons or property arising out of or relating to the performance of work under this Contract by the Contractor, its subcontractors, employees and agents.

(2) Professional Liability Insurance

Professional Liability Insurance Policy which covers the Indemnification Clause of this Contract (Paragraph 21.A above) as it relates to errors, omissions, negligent acts or negligent performance in the Work performed under this Contract by the Contractor, its subcontractors, employees and agents.

(3) Worker's Compensation Insurance

Worker's compensation as required by the laws of the State of Maryland, including Employer's Liability Coverage and coverage for the benefits set forth under the U.S. Longshoremen and Harbor Workers Compensation Act, the Jones Act, and other federal laws where applicable.

(4) Comprehensive Automobile Liability Insurance

Comprehensive Business Automobile Liability covering use of any motor vehicle to be used in conjunction with this Contract, including hire automobiles and non-owned automobiles. Loading and unloading of any motor vehicle shall be covered by endorsement to the automobile liability policy or policies.

Prior to the start of Work on any contract, the Contractor shall submit to the Procurement Officer Certificate(s) of Insurance demonstrating that the Contractor carries insurance against the risks and in the amounts specified elsewhere in the Contract. If at any time during the term of the Contract any of the above required insurance policies are canceled, terminated or modified so that the insurance is not in full force and effect as required herein, MSA may terminate this Contract for default, or, at its sole option, MSA may obtain insurance coverage equal to that required herein, the full cost of which shall be charged and paid for by the Contractor.

22. Responsibility for Damage Claim

A. The Contractor shall protect, defend, indemnify, save harmless, release and discharge the State and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials in the construction of the improvement, or on account of any act or omission by the said Contractor, or as a result of faulty, inadequate or improper temporary drainage during construction, or on account of the use, misuse, storage or handling of explosives, or on account of any claims or amounts recovered for any infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workers' Compensation Laws, or any other law, bylaw, ordinance, order or decree or any claims, suits, judgments, expenses, actions, damages and costs arising from or based on the violation of any federal,

State or local law, ordinance, regulation, order or decree, whether by himself or its employees or subcontractors. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the Work resulting from any act, omission, neglect or misconduct, in the manner or method of executing said work satisfactorily or due to the non-execution of said Work or at any time due to defective work or materials and said responsibility shall continue until the improvement shall have been completed and accepted.

B. The Contractor shall not be held responsible for any claims arising from accidents incurred because of any traffic and/or general use permitted during the time the project or any section thereof is open to traffic except from accidents which are attributable to the Contractor's negligence.

23. Assignment

The Contractor shall not assign this Contract in whole or in part, or any monies due or to become due under this Contract without the prior written consent of MSA. Any attempted assignment without such consent is void *ab initio*. In the event that the Contractor assigns all or any part of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause providing that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

24. General Guaranty

Neither the final acceptance of the Work nor payment thereof nor any provision in the Contract documents nor partial or entire use of the Work by MSA shall constitute an acceptance of work which is not performed in accordance with the Contract documents or relieve the Contractor of liability for any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work, and pay for any damage to other Work resulting from defects in the Work which shall appear within a period of one (1) year from the date of final acceptance of Work, unless a longer period is specified. MSA shall give notice of observed defects with reasonable promptness.

25. Final Acceptance and Payment

Upon completion of all the Work under this Contract, the Contract Administrator shall make a final inspection of the entire Work and direct the Contractor to take any corrective action to properly complete the Work. Once the Contract Administrator is satisfied that the Work is properly completed, the Contract Administrator shall certify to MSA, in writing, the final acceptance of the

entire project. MSA, upon receipt and approval of said certificate, shall pay, or cause to be paid, to the Contractor, the whole amount of money then due the Contractor under the terms of the Contract.

26. Personal Liability of Public Officials

In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon MSA, Procurement Officer or other authorized representatives, either personally or as officials of the State. It is understood that in all such matters they act solely as authorized agents and representatives of the State.

27. Approval Authority

This Contract is subject to any Change Order, Contract Modification, or amendment thereto, and is subject to the approval requirements established by the Authority. The Contract shall be considered to bind the parties hereto in accordance with the Constitution and Laws of the State of Maryland.

28. Remedies and Termination

A. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the MSA may terminate the Contract by written notice to the Contractor. The notice shall specify the acts of mission relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor shall, at the MSA's option, become the MSA's property. MSA shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and MSA can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties shall be governed by the provisions of COMAR, Title 21.07.01.11B.

B. Termination for Convenience of the State

The performance of Work under this Contract may be terminated by MSA in accordance with this clause in whole, or from time to time in part, whenever MSA shall determine that such termination is in the best interest of MSA.

MSA will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A.

29. Delays and Extension of Time

The Contractor agrees to prosecute the Work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the Work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of MSA in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with MSA State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or supplies arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

30. Differing Site Conditions

- A. The Contractor shall, within ten (10) days of discovering any of the following conditions, and before such conditions are disturbed, notify the Procurement Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; (2) unknown physical conditions at the site of an unusual nature, differing materially from those indicated in this Contract; or (3) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

Upon receipt of such written notice, the Procurement Officer shall promptly investigate the conditions, and if he or she finds such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

- B. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in A. above; provided, however, the time prescribed therefore may be extended MSA.
- C. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

31. Changes

- A. The Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:

1. In the specifications (including drawings and designs);
2. In the method or manner or performance of the Work;
3. In the State-furnished facilities, equipment, materials, services, or site; or
4. In any acceleration in the performance of the Work.

- B. Any other written order or an oral order including a direction, instruction, interpretation or determination from the Procurement Officer that causes any such change, shall be treated as a Change Order under this clause, provided that the Contractor gives the Procurement Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.

- C. Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a Change Order under this clause or entitle the Contractor to an equitable adjustment hereunder.

- D. Subject to subparagraph F. herein, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly: provided, however, that except for claims based on defective Specifications, no claim for any change under **B.** above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increase cost reasonably incurred by the Contractor in attempting to comply with such defective Specifications.
- E. If the Contractor intends to assert a claim for an equitable adjustment under this clause, the Contractor shall, within thirty (30) days after receipt of a written Change Order under A. above or the furnishing of written notice under B. above, submit to the Procurement Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the State. The statement of claim hereunder may be included in the notice under B. above.
- F. Each Contract modification or Change Order that affects Contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the modification or Change Order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the Contract Modification or Change Order will cause an increase in cost that will exceed budgeted and available funds, the modification or Change Order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.
- G. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

32. Intentionally Omitted

33. Suspension of Work

- A. The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of MSA.
- B. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this Contract or by his/her failure to act within the time specified in this Contractor (or if no time is specified, within a reasonable time) an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which any equitable adjustment is provided for or excluded under any other provision of this Contract.
- C. No claim under this clause shall be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in

writing as soon as practicable after the termination of such suspension, delay, or interruption, but no later than the date of final payment under the Contract.

34. Intentionally Omitted

35. Intentionally Omitted

36. Sanctions Upon Improper Acts

In the event the Contractor, or any of its officers, partners, principals or employees, is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under this Contract, the Contract may, in the discretion of the MSA, be terminated for default under Paragraph 28A herein. The following sections of the Annotated Code of Maryland and COMAR are incorporated herein by reference:

Section 16-203 of State Finance and Procurement Article of the Annotated Code of Maryland, and COMAR 21.08, which relate to contracts with persons convicted of bribery, attempted bribery or conspiracy to bribe.

Section 11-205 of State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.08.03 relating to collusion for purposes of defrauding the State.

Subtitle 08 of Title 21 of COMAR, —Disqualification, Suspension, Debarment, Reinstatement, and Sanctions.

37. Non-Hiring of Employees

Non employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

38. Conflict of Interest Law

It is unlawful for any State officer, employee, or agent to participate personally in an official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother or sister, has a financial interest or to which any firm, corporation, association or other organization in which he has a financial interest or in which he/she is serving as an officer, director, trustee, partner, or employee is a party, or to which any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee or agent has previously complied with the provisions of Article 40A, Subsection 3-101 et seq. of Annotated Code of Maryland.

39. Registration

Pursuant to Subsection 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State MSA of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland 21201, before doing any inter-state or foreign business in this State. Before doing any intra-state business in this State, a foreign corporation shall qualify with the MSA of Assessments and Taxation.

40. Taxes – Responsibility for Payment, Exemption, Forms to be Filed, etc.

The Contractor is responsible for, and by submitting a bid, agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the work. The Contractor is responsible for ascertaining and acquainting himself with such taxes and making all necessary arrangements to pay same.

The jurisdiction hereby reserves the right to withhold final payment under this Contract until the Contractor and any subcontractor performing any duties under this Contract have furnished or caused to be furnished to the Comptroller of the State of Maryland all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Contractor have been paid and the Contractor exhibits a release or receipt from the Comptroller evidencing such payment.

41. Tax Exemption

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, and District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in the performance of a Contract, the Contractor shall pay the Maryland sales tax applicable to such material and the State's exemption does not apply.

42. Specifications

All materials, equipment, supplies of services shall conform to federal and State laws and regulations and to the Specifications contained in the solicitation.

43. Delivery

Delivery shall be made in accordance with the Contract Specifications. MSA reserves the right to test any materials, equipment, supplies or services delivered to determine if the Specifications have been met. Any material that is defective or fails to meet the terms of the Specifications shall be rejected. Rejected materials shall be promptly replaced by the Contractor or, in MSA's sole discretion, by MSA at the Contractor's sole cost.

In the event the Contractor does not replace rejected materials, MSA reserves the right to purchase replacement materials in the open market.

Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid by MSA for the replacement plus applicable expenses, if any.

44. Patent, Trade Mark and Copyright Infringements

Contractor shall indemnify, protect, defend and save harmless MSA, its officers, agents and employees with respect to any claim, action, cost or judgment for patent, trademark and copyright infringements, arising out of purchase or use of materials, supplies, equipment or services covered by this Contract. This clause shall control over any other clause herein which may conflict with it.

45. Occupational Safety and Health Act (OSHA)

All materials, supplies, equipment or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

46. Minority Business Enterprise and Affirmative Action

- A. This Contract is subject to Executive Order 01.01.1970.15, December 9, 1970; amended by Order 01.01.1976.05, July 9, 1996 (Code of Fair Practices), and COMAR 21.11.04 Contractor's Affirmative Action Plan Review/Approval and Compliance Monitoring Process.

This Contract is also subject to the applicable provisions of Title 14, Subtitle 3 of State Finance and Procurement Article of the Annotated Code of Maryland; COMAR 21.11.03 Minority Business Enterprise Policies; and COMAR Title 11.01.10 which incorporates by reference the current revision of the Minority Business Enterprise Program. Copies of the Minority Business Enterprise Program may be requested from the MSA of Transportation Fair Practices Officer, 7201 Corporate Center Drive, P.O. Box 548, Hanover, Maryland 21076. This Contract is also subject to all applicable federal and State laws and regulations pertaining to Minority Business Enterprise and Affirmative Action.

- B. To the extent any of the above laws or regulations are applicable to this Contract, they are specifically incorporated herein.

47. Small Business Procurement

If this solicitation indicates that this procurement has been designated for a small business preference, the provisions of COMAR Title 21.11.01.02 pertaining to small business preferences shall apply and are incorporated herein by reference.

48. Non-Discrimination in Employment

A. Compliance with State Law and Regulations

The Contractor 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, national origin, ancestry, or the physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (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 subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Compliance with Federal Law

Contractors providing materials, equipment, supplies, or services to the State under this Contract herewith assure the State that they are conforming to the provision of the Civil Rights Act of 1964, and Section 202 of Execution Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

The Contractor shall comply with all applicable federal laws pertaining to non-discrimination in employment.

C. Sanctions for Non-Compliance

In the event of the Contractor's non-compliance with the non-discrimination provisions of this Contract, MSA shall impose such sanctions as it may determine to be appropriate, including but not limited to:

- (1) Withholding of payment to the Contractor under the Contract until the Contractor complies, and/or
- (2) Cancellation, termination or suspension of the Contract in whole or in part.

49. Multi-Year Contracts Contingent upon Appropriations

If funds are not made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this 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 either the MSA's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and MSA from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. MSA shall notify the Contractor 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.

50. Buy American Steel Act

The provisions of COMAR 21.11.02 pertaining to implementation of the —Buy American Steel Act (State Finance and Procurement Article, Title 17, subtitle 3 of the Annotated Code of Maryland) are incorporated in this Contract by reference.

51. Intentionally Omitted

52. Disputes

Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) day of the filing of a notice of claim, but no later than the date of final payment under this Contract, the Contractor must submit to the Procurement Officer its written claim, along with applicable back-up material in support of its claim.

53. Intentionally Omitted

54. Contractor's Invoices

Contractor agrees to include its federal Tax Identification or Social Security Number on the face of all invoices billed to the State.

55. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State 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 thirty (30) days of the time when the aggregate value of these 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.

56. Political Contribution Disclosure

The Contractor shall comply Article 33, §§14-101 - 14-104, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 1.

57. Incorporation by Reference

All terms and conditions set forth in the solicitation, any amendments thereto and Contractor's Bid/Proposal, are made a part of this Contract.

58. Maryland Law Prevails

The parties hereby agree that:

- A. The Contract was made and entered into in Maryland, and under the laws of Maryland.
- B. The Law of Maryland shall govern the resolution of any issue arising in connection with this Contract, including, but not limited to, all questions concerning the validity of this Contract the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

59. Bid Award – Resident Business

- A. When awarding a contract by competitive bidding, the MSA may give a preference to the lowest responsive and responsible bid/offeror from a Maryland firm over that of a non- resident firm if the State in which the non-resident firm is located gives a resident business preference.
- B. The preference given under this Paragraph shall be identical to the preference given to its residents by the state in which the non-resident firm is located.

- C. This provision shall not apply if it conflicts with any federal grant or regulation affecting this Contract.

60. Payment of State Obligations

- A. Payments to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the State's receipt of a proper invoice from the Contractor.
- B. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
- C. A proper invoice shall include a description of the items of services provided; the date the goods were received or the inclusive dates the services were rendered; the Contract price(s); retention, if any; the basis for the billing; the Contract or purchase order number; the Contractor's federal Tax Identification Number or Social Security Number; the name and address of the proper invoice recipient.
- D. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest with thirty (30) calendar days after the payment date of the amount on which the interest is claimed to have accrued. Interest may not be claimed for more than one (1) year following the 31st calendar day after the date that a proper invoice was received, or on amounts representing unpaid interest, or if a claim has been filed under State Finance and Procurement Article, Title 15, Subtitle 2 of the Annotated Code of Maryland.
- E. For the purpose of this Contract, an amount shall not be deemed due and payable if any of the following apply:
 - (1) The amount invoiced is inconsistent with the Contract.
 - (2) The proper invoice has not been received by the party or office specified in the Contract.
 - (3) The invoice or performance under the Contract is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract.
 - (4) The item or services have not been accepted.
 - (5) The quantity of items delivered is less than the quantity ordered.
 - (6) The items or services do not meet the quality requirements of the Contract.
 - (7) If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the Contract.
 - (8) If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
 - (9) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

61. Intentionally Omitted

62. Retention of Records

The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or authorized designee, at all reasonable times.

63. General Conditions Controlling

In event of a conflict between these General Conditions and any other provision of the Contract documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

64. Dissemination of Information

During the term of this Contract, the Contractor shall not release any information related to the services or performances of the services under this Contract nor publish any final reports or documents.

65. Insolvency

In the event Contractor files a voluntary petition in the Bankruptcy Courts of the United States, Contractor shall notify MSA in writing of its intent to file. This notice must be received by not less than ten (10) days prior to such filing. Failure to provide such notice shall be a material breach of the Contract, and in this event, this Contract shall, as a result of such breach, terminate automatically and cease to be of any further force or effect as of the ninth (9th) day prior to such filing. In the event Contractor becomes the subject of any involuntary petition filed in the Bankruptcy Courts of the United States, Contractor shall notify MSA of such filing no later than ten (10) days after the petition was filed. Failure to provide such notice shall be a material breach of the Contract, and in that event, this Contract shall, as a result of such breach, terminate automatically and cease to be any further force and effect as of the eleventh (11th) day after such filing.

Attachment J. Negometrix Instructions

(See attached)

Attachment K. Intentionally Omitted

Attachment L. Intentionally Omitted

Attachment M. Contract

MARYLAND STADIUM AUTHORITY)

“Warehouse Janitorial Services”

MSA Project No. 19-001

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 20__ by and between the MARYLAND STADIUM AUTHORITY, (hereinafter referred to as MSA) and _____ (hereinafter referred to as Contractor).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is _____, and whose eMaryland Marketplace vendor ID number is _____.
- 1.3 “Financial Proposal” means the Contractor’s Financial Proposal dated _____, as modified by any Best and Final Offer thereto.
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for Warehouse Janitorial Services, Solicitation # 19-001, and any amendments, addenda, and attachments thereto issued in writing by the MSA.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated. _____, as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.

2. Scope of Contract

2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – The RFP
- Exhibit B – The Contract Affidavit, executed by the Contractor and dated _____
- Exhibit C – The Technical Proposal
- Exhibit D – The Financial Proposal

2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the

Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

2.4 Change Order Mark-Up

2.4.1 The mark-up allowable to the Contractor for combined overhead and profit for work performed solely by the Contractor with his own forces shall be a reasonable amount not to exceed fifteen percent (15%) of the Contractor's costs, excluding those items which may be included in overhead.

2.4.2 (a) The mark-up allowable to a Subcontractor for overhead and profit for work performed solely with his own force shall be a reasonable amount not to exceed ten percent (10%) for the Subcontractor's overhead and five percent (5%) for the Subcontractor's profit based upon the Subcontractor's costs of labor, materials, and equipment.

(b) For work performed by a Subcontractor solely with his own forces, the Contractor is entitled to a reasonable mark-up for combined overhead and profit, not to exceed five percent (5%) of the cost of the Subcontractor's materials, equipment, and labor.

2.4.3 The cost of Supervisory Personnel may be added only when the modification makes necessary the hiring of additional supervisory personnel or makes necessary their employment for time additional to that required by the contract.

3. Period of Performance

3.1 The term of this Contract begins on the earlier to occur of: (a) the issuance of a Notice to Proceed; or (b) the date the Contract is signed by the Executive Director, following any required approvals of the Contract, including approval by the Authority, if such approval is required. The Contract shall terminate three (3) years after the effective date, unless otherwise agreed to in writing by MSA. MSA shall retain the right to renew the contract for two (2) renewal options of one (1) year each in its absolute and sole discretion

3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Maryland Stadium Authority shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Maryland Stadium Authority's receipt of a proper invoice from the Contractor as required by RFP section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and

- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice;
or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

- 4.4 Payment of an invoice by the MSA is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The MSA shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the MSA to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The MSA shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may

be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the MSA. .

- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the MSA or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation.**

7. Patents, Copyrights, and Intellectual Property

- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State, MSA, the Baltimore Orioles Limited Partnership, and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..
- 8.2 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 this Contract; (c) was already rightfully 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) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any MSA data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the MSA, Baltimore Oriole Limited Partnership, State of Maryland, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The MSA has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement

11. Non-Hiring of Employees

No official or employee of the MSA, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the MSA, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard

commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor 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 Contractor to solicit or secure the Contract, and that the Contractor 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 this Contract.

16. 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 this Contract succeeding the first fiscal period, this 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 either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the MSA may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the MSA's option, become the MSA's property. The MSA shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the MSA State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the MSA. The MSA will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

19. Delays and Extensions of Time

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the MSA in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine

restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The MSA unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the MSA.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State 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 these 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.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the

Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.

- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The MSA may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the MSA's election. The MSA may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the MSA has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the MSA's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the MSA. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The MSA shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the MSA occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 5 "Patents, Copyrights, Intellectual Property"** of this Contract;

- (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.
- (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.

29.2 Contractor's indemnification obligations for Third party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 6 of this Contract shall be unlimited if the MSA is not immune from liability for claims arising under Section 6.

29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

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

30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the MSA, in all subcontracts.

31. Prompt Pay Requirements

31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the MSA, at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the MSA concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between the <<typeofAgency>> and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the MSA.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the MSA may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.Verification shall include a review of:
 - i. The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - (b) If the MSA determines that the Contractor is not in compliance with certified MBE participation goals, then the MSA will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - (c) If the MSA determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the MSA requires, then the MSA may:
 - i. Terminate the Contract;

- ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the MSA may withhold payment of any invoice or retainage. The MSA may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Contract, including services, is and shall be deemed to be “embodiments of intellectual property” for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code (“Code”) (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State’s rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State’s possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

34. Miscellaneous

- 34.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 34.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 34.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 34.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

35. Contract Monitor and Procurement Officer

- 35.1 The MSA representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more MSA representatives to act on behalf of the Contract Monitor in the performance

of the Contract Monitor's responsibilities. The MSA may change the Contract Monitor at any time by written notice to the Contractor.

- 35.5 The Procurement Officer has responsibilities as detailed in the Contract, and is the only MSA representative who can authorize changes to the Contract. The MSA may change the Procurement Officer at any time by written notice to the Contractor.

36. Novation or Change of Name

A. No Assignment

An MSA contract is not transferable, or otherwise assignable, without the written consent of the procurement officer and approval of the Executive Director provided, however, that a Contractor may assign monies receivable under a contract after due notice to the MSA.

B. Recognition of a Successor in Interest Novation

When in the best interest of the MSA, a successor in interest may be recognized in a novation agreement in which the transferor and the transferee shall agree that:

- a) The transferee assumes all of the transferor's obligations;
- b) The transferor waives all rights under the contract as against the MSA; and
- c) Unless the transferor guarantees performance of the contract by the transferee, the transferee shall, if required, furnish a satisfactory performance bond.

C. Change of Name

When a contractor requests to change the name in which it holds a contract with the MSA, the procurement officer, upon receipt of a document indicating the change of name (for example, an amendment to the articles of incorporation of the corporation) may enter into an agreement with the requesting contractor to effect the change of name contingent upon the approval of the Executive Director. The agreement changing the name specifically shall indicate that no other terms and conditions of the contract are changed.

37. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the MSA:

John F. Samoryk
Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, Maryland 21201
E-Mail: jsamoryk@mdstad.com

If to the Contractor: _____

38. Liquidated Damages for MBE

- 38.1 The Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
- 38.2 Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.
- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$60.00 per day until the monthly report is submitted as required.
 - (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$60.00 per MBE subcontractor.
 - (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
 - (d) Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
 - (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$95.00 per day until the undisputed amount due to the MBE subcontractor is paid.
- 38.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Contractor

MARYLAND STADIUM AUTHORITY

By:

By:

Date

Attachment N. Contract Affidavit

A. AUTHORITY

I hereby affirm that I, _____(name of affiant) am the
_____(title) and duly authorized representative of
_____(name of business entity) and that I possess the legal authority to make this
affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation - domestic or foreign;
- (2) Limited Liability Company - domestic or foreign;
- (3) Partnership - domestic or foreign;
- (4) Statutory Trust - domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C FINANCIAL DISCLOSURE AFFIRMATION I

FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, 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.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION –I

FURTHER AFFIRM THAT:

I am aware of and the above business will comply with Election Law Article Title 14 Annotated Code of Maryland which requires that every person that enter into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. 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 Proposal, 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 who 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's 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 §E(2)(b), above;
- (h) Notify its employees in the statement required by §E(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

-
- (i) 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 §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(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 §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(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.

F. 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 Proposal Affidavit dated _____, 2018, 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: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Attachment O. Intentionally Omitted

Attachment P. Sustainability Policies

**Camden Yards Sports Complex LEED Existing Building:
Operations and Maintenance**

Solid Waste Management Policy



Solid Waste Management Policy **LEED for Existing Buildings: Operations and Maintenance**

SECTION 1: POLICY SCOPE

This policy applies to the collection, sorting, diversion, and disposal of ongoing consumables, durable goods, and building materials associated with facility alterations and additions accrued in the operations of The Maryland Stadium Authority's facilities that are within the building and site management's control.

This policy will apply to, but is not limited to, the following types of materials:

- Ongoing Consumables, including but not limited to:
 - Paper
 - Cardboard
 - Glass
 - Plastic
 - Metals
 - Landscape waste
 - Batteries
- Mercury-containing lamps
- Durable Goods, including but not limited to:
 - Electronic equipment
 - Furniture
- Building Materials used in facility alterations and additions, including but not limited to:
 - Building components and structures (wall studs, insulation, doors, windows)
 - Panels
 - Attached finishings (drywall, trim, ceiling panels)
 - Carpet and other flooring material
 - Adhesives
 - Sealants
 - Paints and coatings

SECTION 2: POLICY GOALS

To manage solid waste in a manner that will:

- protect the environment and public health
- conserve natural resources
- minimize landfilling and/or incineration and reduce toxicity

SECTION 3: PERFORMANCE METRIC

The successful implementation of this policy will be measured by the ongoing recycling rate achieved. The recycling rate is derived by comparing the amount of consumables diverted from the landfill to those consumables sent to the landfill over a given time period. The policy's initial performance metric will be to achieve the reuse, recycling and/or composting of:

- At least 50% of the ongoing consumable waste stream (by weight or volume)
- At least 80% of discarded batteries
- 100% of all mercury-containing lamps within the building and site management's control
- At least 75% of the durable goods waste stream (by weight, volume, or replacement value)
- At least 70% of waste (by volume) generated by facility alterations and additions

SECTION 4: PERFORMANCE EVALUATION

Monthly reports, including waste recycling and/or disposal receipts, must be provided by the waste haulers/vendors to allow for ongoing documentation, monitoring and assessment of the program results.

The responsible party will, whenever possible, compile the reports and include an evaluation of the performance, safety, cost and environmental/public health benefits achieved through source reduction, reuse, recycling and composting. Reports should also relate the progress in meeting the stated objectives of The Maryland Stadium Authority as set forth under Sections (2) and (3).

SECTION 5: RESPONSIBLE PARTY

Jeff Provenzano, Vice President Sports Complex Facilities, shall implement this policy within Camden Yards Sports Complex in coordination with other appropriate organization personnel, including but not limited to, the building’s janitorial staff and any contracted waste haulers. Jeff Provenzano shall coordinate training, education and outreach programs throughout the organization, with the aim of promoting and maintaining the goals of this policy.

Due to the nature of this building, contracts are constantly being reevaluated and new bids from other providers are always being reviewed for economic value. All requests for bids for contractors, and current contractors, specific to waste management will receive this plan and be required to adhere to the requirements.

SECTION 6: PROCEDURES AND STRATEGIES

The following table lists recyclable wastes at the building site, their disposal method and handling procedures.

Source/Consumables	Disposal Method	Handling Procedure
Glass, Plastic, Metals (commingled)	Building occupants dispose of these recyclables in separately provided collection points periodically placed around the stadium and in suites.	Amounts are tracked and taken away by hauler on a regular basis (same schedule as current waste pickup) for recycling.
Mercury-containing Lamps	Maintenance staff collects fluorescent lamps and stores the unbroken lamps for disposal.	Taken away or dropped off to an authorized hauler for safe disposal, in accordance with local regulations on disposal of products containing mercury.
Cardboard/Paper/newspapers	Building occupants dispose of paper/newspapers in separately provided collection points periodically placed around the stadium and in suites.	Amounts are tracked and taken away by hauler on a regular basis (same schedule as current waste pickup) for recycling.
Batteries	Building occupants deliver batteries to a specially-designated collection point for disposal.	Taken away/ dropped off to an authorized hauler on a regular basis for proper disposal.
Durable Goods (Electronic Waste and Furniture)	Building management provides a secure collection area to store durable goods that have reached the end of their life within the building but still have value and may be donated/re-used.	Amounts are tracked and taken away/ dropped off to an authorized hauler or re-use center on a regular basis for recycling.
Building Materials	Building management coordinates with contractors to collect construction waste for re-use/recycling.	Amounts are tracked and taken away by an authorized hauler at the end of the demolition/construction period for recycling.

SECTION 7: TIME PERIOD

With respect to the Time Period, this Solid Waste Management Policy was established in March 2012 and is currently in effect. This plan is to remain in effect for the life of the building and to be regularly evaluated for any improvements. During the life of this policy, the Solid Waste Management Policy will, at a minimum, address the diversion of waste and toxins generated through building operations from landfills and incineration facilities that are within the building and site management’s control.

Camden Yards Sports Complex LEED Existing Building: Operations and Maintenance

Sustainable Purchasing Policy



LEED for Existing Buildings: Operations and Maintenance Sustainable Purchasing Policy

SECTION 1: POLICY SCOPE

This policy applies to the sustainable purchasing at Camden Yards Sports Complex's sites that are within the building and site management's control.

This policy applies to sustainable purchasing of the following types of products:

- Ongoing Consumables
- Durable goods
- Building materials used in facility alterations and additions
- Mercury-containing lamps

Food and beverages are not included in the scope of this policy.

SECTION 2: POLICY GOALS

To purchase ongoing consumables in a manner that will:

- protect the environment and public health
- conserve natural resources
- minimize waste, including landfilling and incineration, and reduce toxicity

SECTION 3: PERFORMANCE METRIC

Sustainable Purchasing of Ongoing Consumables

The Maryland Stadium Authority mandates that at least 60% of the Stadium's total ongoing consumables purchases (by cost) are to be sustainable. Sustainable purchases are those that meet one or more of the following criteria:

- Purchases contain at least 10% postconsumer or 20% postindustrial material.
- Purchases contain at least 70% material salvaged from off-site or outside the organization.
- Purchases contain at least 70% material salvaged from on-site, through an internal organization materials and equipment reuse program.
- Purchases contain at least 50% rapidly renewable material.
- Purchases contain at least 50% Forest Stewardship Council (FSC) certified wood.
- Purchases contain at least 50% material harvested and processed or extracted and processed within 500 miles of the project.
- Batteries are rechargeable and contain low levels of mercury and heavy metals.

Sustainable Purchasing of Durable Goods

The term "durable goods" refers to higher-cost-per-unit materials that are replaced infrequently and/or may require capital outlays to purchase. These products may include, but are not limited to: office equipment (such as computers, monitors, printers, copiers, fax machines), appliances (refrigerators, dishwashers, water coolers), external power adaptors, televisions, and furniture. The purchasing criteria for these products fall into the following two categories.

Furniture

The Maryland Stadium Authority mandates that at least 40% of total purchases of furniture (by cost) must be sustainable. Sustainable purchases are those that meet one or more of the following criteria:

- Purchases must contain at least 10% post consumer or 20% post industrial material.
- Purchases must contain at least 70% material salvages from off-site or outside the organization.
- Purchases contain at least 70% material salvaged from on-site, through an internal organization materials and equipment reuse program.
- Purchases contain at least 50% rapidly renewable material.
- Purchases contain at least 50% Forest Stewardship Council (FSC) certified wood.

- Purchases contain at least 50% material harvested and processed or extracted and processed within 500 miles of the project.

Electronics and Appliances

The Maryland Stadium Authority mandates that at least 40% of total purchases of electric powered equipment (by cost) must be sustainable. Sustainable purchases are those that meet one or more of the following criteria:

- The purchased equipment is ENERGY STAR® qualified (for product categories with developed specifications).
- The purchased equipment (either battery or corded) replaces conventional gas-powered equipment.

Sustainable Purchasing: Facility Alterations and Additions (when applicable)

The Maryland Stadium Authority mandates that at least 50% of the Stadium's total facility alteration purchases (by cost) are to be sustainable. Sustainable purchases are those that meet one or more of the following criteria:

- Adhesives and sealants have VOC content less than the current VOC content limits of SCAQMD Rule #1168, or sealants used as fillers meet or exceed the requirements of the Bay Area Air Quality Management District Regulation 8, Rule 51.
- Paints and coating have VOC emissions not exceeding the VOC and chemical component limits of Green Seal's Standard GS-11 requirements.
- Non-carpet finished flooring is FloorScore-certified and constitutes a minimum of 25% of the finished floor area.
- Carpet meets the requirements of the CRI Green Label Plus Carpet Testing Program.
- Carpet cushion meets the requirements of the CRI Green Label Testing Program.
- Composite panels and agrifiber products contain no added urea-formaldehyde resins.

Sustainable Purchasing: Toxic Material Source Reduction – Reduced Mercury in Lamps

To reduce the mercury level in lamps the Maryland Stadium Authority is committed to purchasing manufacture specified low mercury content or NEMA partner bulbs. 90% of the Stadium's total bulb purchases (by cost) are to be manufacture specified low mercury content or NEMA partner bulbs.

The Responsible Party shall confirm that product purchases are sustainable and conform to the mandates of the USGBC and the Sustainable Purchasing Policy, and keep track of the purchasing orders, receipts, and product data sheets/MSDS necessary to document the extent of the sustainable purchases.

SECTION 4: PERFORMANCE EVALUATION

The Maryland Stadium Authority and/or vendor will record and track purchases on a monthly basis. The Maryland Stadium Authority personnel and/or vendor responsible for purchasing will report purchases to the appropriate Maryland Stadium Authority representative.

SECTION 5: RESPONSIBLE PARTY

The Responsible Party for implementation of this Policy and for initial measurement and evaluation of performance is Jeff Provenzano, Vice President of Sports Complex Facilities, and John Samoryk, Vice President of Procurement, employed by The Maryland Stadium Authority. They will, in the course of the day to day managerial duties, supervise those other individuals and teams involved in implementing the Sustainable Purchasing Policy, including tasks from placing orders for environmentally preferable Durable Goods (electronic and furniture); to monitoring Facility Additions and Alterations for compliance; to specifying reduced mercury lamps.

SECTION 6: PROCEDURES AND STRATEGIES

This policy covers purchases that are within the building and site management's control. The Maryland Stadium Authority personnel may use any qualifying vendor to procure the products described in Section (3), and are encouraged to also consider the following areas of interest:

Packaging

The Maryland Stadium Authority desires to reduce waste generated at Camden Yards Sports Complex through daily operations and recognizes that such reduction begins with the material that enters each facility/site. The Maryland Stadium Authority will request that all items purchased be packaged and delivered with minimal packaging material. The Maryland Stadium Authority reserves the right to request that vendors alter the packaging of goods delivered, when appropriate and/or possible.

Recycled Content

The Maryland Stadium Authority requests that all vendors provide recycled content options for goods when available. If a product is available with recycled content, vendor will disclose that option to the appropriate Maryland Stadium Authority representative. Recycled content targets may be overridden at the discretion of the responsible party if certain products with recycled content present themselves as cost-prohibitive.

SECTION 7: TIME PERIOD

With respect to the Time Period, this Sustainable Purchasing Policy was established in March 2012 and is currently in effect. This plan is to remain in effect for the life of the building and to be regularly evaluated for any improvements. During the life of this policy, the Sustainable Purchasing Policy will, at a minimum, cover those product purchases that are within the building and site management's control.

Camden Yards Sports Complex LEED Existing Building: Operations and Maintenance

Building Exterior and Hardscape Management Plan



LEED for Existing Buildings: Operations and Maintenance Building Exterior and Hardscape Management Plan

SECTION 1: SCOPE

This plan provides guidelines for maintaining the performance of the building exterior and hardscape at Camden Yards Sports Complex located at 1101 Russell Street Baltimore, MD 21230. This plan covers the entire building exterior and hardscape at the project site.

SECTION 2: GOALS

- To minimize the impact of site management practices on the local ecosystem
- To reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological, and particle contaminants.

The Plan addresses environmental best practices for:

- Maintenance equipment
- Snow and ice removal
- Cleaning of building exterior
- Paints and sealants used on the building exterior
- Cleaning of sidewalks, pavement and other hardscapes.

SECTION 3: RESPONSIBLE PARTIES

Jeff Provenzano, Vice President of Facilities, with support from Bart Shifler, Facilities Manager, from the Maryland Stadium Authority is responsible for developing and managing the implementation of the Building Exterior and Hardscape Management Plan. Contractors involved with various elements of the Plan shall carry out their tasks according to their contracts and report all relevant activities to the aforementioned parties. On occasion, several contractors may be engaged simultaneously in various elements of the plan at the building and grounds. To ensure an effective and coordinated effort, the building staff responsible for overseeing the Plan shall review all proposed activities before implementation.

Due to the nature of this building, contracts are constantly being reevaluated and new bids from other providers are always being reviewed for economic value. All requests for bids for contractors, and current contractors, specific to the building exterior and hardscape management will receive this plan and be required to adhere to the requirements.

SECTION 4: QUALITY CONTROL PROCESS

To ensure proper quality control the responsible party will conduct monthly inspections with the grounds keepers to verify that the sustainable measures (listed below) are being followed. A log will be maintained that lists all maintenance performed on the building's hardscape and exterior. This log will aid Bart Shifler in confirming that the sustainable measures noted above are being utilized at least 75% of the time (by use). Bart Shifler will also oversee all purchasing related to grounds maintenance to ensure that sustainable methods are a priority and to also be proactive in any incremental improvements. Any deviations from this Management Plan will be handled by the responsible party accordingly.

SECTION 5: MAINTENANCE EQUIPMENT

Generally, manual methods of grounds management, electric equipment, or equipment with noise and emission controls shall be used in lieu of fossil-fuel-powered machinery, whenever possible, to reduce soil compaction, and noise and air pollution produced by gas-powered equipment.

PERFORMANCE METRICS

The practices listed below shall be implemented to the extent noted in the table. When less than complete adoption occurs, the performance metrics indicated will be used to gauge performance against the implementation target.

Maintenance Equipment	Performance Metric	Implementation Target
Low decibel blowers	100% of blowers	75%
Mulching mower	100% of mower equipment	Complete adoption
Manual spring cleanup	100% of occurrences needed	Complete adoption
Manual weeding	100% of occurrences needed	Complete adoption
Manual pruning	100% of occurrences needed	Complete adoption

PRACTICES TO OPTIMIZE SITE MAINTENANCE EQUIPMENT

- When power equipment must be used, electric equipment (battery or corded), instead of conventional gas-powered equipment, shall be used wherever practical. This measure will reduce the fossil fuel use and greenhouse gas emissions produced by conventional equipment.
- Mulching mowers shall be used on turf areas and shall return clippings back into the lawn to recycle nutrients.
- Turf areas shall be hand-weeded.
- Low-smoke oil shall be used in all maintenance equipment.
- For equipment with two-cycle engines, models with advanced design features—such as direct fuel-injection engines and exhaust power valves—shall be used to reduce emissions, improve fuel efficiency, and decrease oil consumption compared to conventional two-cycle engines.
- During the annual site cleanup in the spring, maintenance personnel shall manually prune winter-killed plants; sweep parking lot curbs, turf areas, and corners by hand; and rake turf areas to remove debris as necessary. Manual landscape maintenance reduces the need for powered machinery and the demand for fossil fuels.
- Weekly, the shrub and tree beds shall be hand-weeded.
- Shrubs and ornamental trees shall be manually pruned.
- All mowers shall receive new blades annually, and belts, bearings, and bushings shall be inspected on a yearly basis and changed as needed. Regular maintenance enhances the efficiency of equipment, thereby conserving energy and fuel and minimizing entire equipment replacements.
- Weekly, the contractor shall change the oil and filters on all equipment. All used oil shall be recycled.

SECTION 6: SNOW REMOVAL

The Maryland Stadium Authority at Camden Yards Sports Complex eliminates the need for using harmful de-icing chemicals by applying small portions of environmentally friendly, magnesium chloride based ice melt to heavily traveled areas when a storm is in the midst and by hot water pressure washing walkways to eliminate ice and slippery conditions. The Maryland Stadium Authority implements plowing of the sidewalks and parking lots when conditions prove necessary.

PERFORMANCE METRICS

The practices listed below shall be implemented to the extent noted in the table. Where less than complete adoption occurs, the performance metrics indicated will be used to gauge performance against the implementation target.

Site Management Products/Materials	Performance Metric	Implementation Target
Magnesium based deicing Chemicals	100% of occurrences needed	Complete adoption
Hand brushing, shoveling, and plowing	100% of occurrences needed	Complete adoption

PRACTICES TO OPTIMIZE SNOW REMOVAL

- Deicing chemicals shall be used on parking lots and roadways only as necessary. To protect vegetation and receiving waterways, the minimum amount of deicer that is effective shall be used. Application rates shall be tailored to match actual conditions based on pavement temperature, precipitation, and beginning concentrations of the deicer.
- Environmentally preferred deicing products shall be used for routine applications. Pre-approved products include those primarily comprised of:
 - potassium acetate
 - potassium chloride
 - magnesium chloride.
- Sidewalks and parking lots shall always be plowed prior to the application of deicing agents—to limit the amount of chemicals needed and reduce the potential for harmful runoff.
- When possible, anti-icing measures (preemptively applying deicer before a storm) shall be performed, thereby significantly reducing the overall need for deicing chemicals.

SECTION 7: HARDSCAPE MAINTENANCE & BUILDING EXTERIOR CLEANING

The maintenance of these areas are monitored by the Maryland Stadium Authority and the Stadium’s maintenance team. The maintenance team power washes the exterior of the building, seating bowl, and sidewalks when notably needed. All sidewalks are swept and maintained for appearance, occupant safety, and comfort.

PERFORMANCE METRICS

The practices listed below shall be implemented to the extent noted in the table. Where less than complete adoption occurs, the performance metrics indicated will be used to gauge performance against the implementation target.

Site Management Products/Materials	Performance Metric	Implementation Target
Chemical Free Power washing	100% of occurrences needed	Complete adoption

If any additional chemical cleaning product or equipment is needed they will meet the standards (IEQc3.3 - 3.4) set below. Compliance will be measured by cost of compliant materials. It is the goal to never fall below

Cleaning Products	Standard
General-purpose	Green Seal - 37
Bathroom	Green Seal - 37
Glass	Green Seal - 37
Glass and Carpet cleaners used for Industrial and Institutional Purposes	Green Seal - 37
Cleaning and Degreasing Compounds	Environmental Choice - 110
Hard Surface Cleaners	Environmental Choice - 146
Carpet and Upholstery Care	Environmental choice - 148
Disinfectants, Metal Polish, Floor Finishes, Strippers, or other products not addressed by the above section	
	Standard
Floor Care used for Industrial and Institutional Purposes	Green Seal - 40
Digestion Additives for Cleaning and Odor Control	Environmental Choice - 112
Drain or Grease Trap Additives	Environmental Choice - 113
Odor Control Additives	Environmental Choice - 115
Hard Floor Care	Environmental Choice - 147
Disposable Janitorial Paper Products, Trash Bags	
	Standard
Janitorial Paper and Plastic Can Liners	EPA Guidelines for Trash Bags
Paper Towels and Napkins	Green Seal - 09 or EPA Recycled & Recovered guidelines
Tissue Paper	Green Seal - 01 or EPA Recycled & Recovered guidelines
Toilet Tissue	Environmental Choice - 082 or EPA Recycled & Recovered guidelines
Hand towels	Environmental Choice - 088 or EPA Recycled & Recovered guidelines
Hand Soaps	
	Standard
Hand Cleaners - Industrial and Institutional	Green Seal - 41 or No Antimicrobial Agents except where required by health codes
Hand Cleaners and Hand Soaps	Environmental Choice - 104 or No Antimicrobial Agents except where required by health codes
Equipment	
	Standard
Vacuums	CRI Certified and sound level less than 70dBA
Carpet Extraction Equipment	CRI Certified
Powered Floor maintenance equipment	Equipped with vacuums and guards, operated with a sound level of less than 70dBA
Propane-powered floor equipment	Engines must meet California Air Resources Board (CARB), sound level less than 90dBA, bumpers
Automated scrubbing machines	variable speed pumps, on board chemical metering, and bumpers. Or Chemical free
Battery Powered equipment	Gel Batteries

EPA Recycled & Recovered Content Guidelines		
Item	Post Consumer %	Recovered Fiber %
Bathroom tissue	20-60	20-100
Paper towels	40-60	40-100
Paper napkins	30-60	30-100
Facial tissue	10-15	10-100
General Purpose Wipes	40	40-100
*Note: content levels should read as X% recovered fiber, including Y% postconsumer fiber.		

EPA Guidelines for Trash bags	
Plastic Trash Can Liners	Must contain at least 1 of the following:
	• 10% post consumer content
	• Bio-Based
	• Made from renewable materials

75% for sustainable practices (by use).

PRACTICES TO OPTIMIZE HARDSCAPE MAINTENANCE

- The building exterior and hardscape cleaning is primarily performed with chemical free power washing and manual tools to maintain the walkways, pavement, and other hardscapes. The limited use of gas-powered equipment conserves fossil fuels and minimizes greenhouse gas emissions.
- Chemical use for building exterior and hardscape maintenance shall be minimal and, when necessary, should be based on products or practices that conserve water and utilize biodegradable, low-impact cleaning products. Environmentally safe cleaners prevent harmful chemical runoff and water pollution. MSDS sheets shall be provided.
- When applicable, the minimum amount of cleaning product that is effective shall be used on the building exterior and hardscape and shall meet the requirements of IEQc3.4–3.6: Green Cleaning, Sustainable Cleaning Products and Materials as listed above.

SECTION 8: PAINTS AND SEALANTS

All exterior paints and sealants shall be low-VOC, environmentally friendly products.

PERFORMANCE METRICS

This Plan shall govern all components of exterior painting and sealing at the project building. The practices identified in this Plan shall be wholly adopted and used in 100% of building exterior painting and sealing activities at Camden Yards Sports Complex.

Painting or Sealing Products	Performance Metric	Implementation Target
SCAQMD Rule #1168 and GS-11 Compliant Paints and Sealants	100% of occurrences needed	Complete adoption

PRACTICES TO OPTIMIZE THE USE OF ENVIRONMENTALLY PREFERRED PAINTS AND SEALANTS

- Paints and sealants must comply with the VOC content limits of South Coast Air Quality Management District (SCAQMD) Rule #1168 and GS-11, listed in the table below.
- The Maryland Stadium Authority shall incorporate VOC limits for paints and sealants in contractor bid documents to ensure that external entities working onsite follow the requirements.

Architectural Applications	VOC Limit [g/L less water]	Specialty Applications	VOC Limit [g/L less water]
Indoor carpet adhesives	50	PVC welding	510
Carpet pad adhesives	50	CPVC welding	490
Wood flooring Adhesives	100	ABS welding	325
Rubber floor adhesives	60	Plastic cement welding	250
Subfloor adhesives	50	Adhesive primer for plastic	550
Ceramic tile adhesives	65	Contact adhesive	80
VCT and asphalt adhesives	50	Special purpose contact adhesive	250
Drywall and panel adhesives	50	Structural wood member adhesive	140
Cove base adhesives	50	Sheet applied rubber lining operations	850
Multipurpose construction adhesives	70	Top and trim adhesive	250
Structural glazing adhesives	100		
Substrate Specific Applications			
Substrate Specific Applications	VOC Limit [g/L less water]	Sealants	VOC Limit [g/L less water]
Metal-to-metal	30	Architectural	250
Plastic foams	50	Non-membrane roof	300
Porous materials (except wood)	50	Roadway	250
Wood	30	Single-ply roof membrane	450
Fiberglass	80	Other	420
Sealant Primers			
Sealant Primers	VOC Limit [g/L less water]		
Architectural non-porous	250		
Architectural porous	775		
Other	750		
Paints			
Paints	VOC Limit [g/L]		
Exterior nonflat	200		
Exterior flat	100		

SECTION 9: TIME PERIOD

With respect to the Time Period, this Building Exterior and Hardscape Management Plan was created and implemented in March 2012 and is currently in effect. This plan is to remain in effect for the life of the building and to be regularly evaluated for any improvements in maintenance equipment and ice melt. During the life of this policy, the Building Exterior and Hardscape Management Plan will, at a minimum, address the diversion of toxins and chemicals generated through building operations and maintenance that are within the building and site management’s control.

Camden Yards Sports Complex LEED Existing Building: Operations and Maintenance

Indoor Air Quality Management Program



This guidance document will be used by the Maryland Stadium Authority to develop and maintain a basic indoor air quality management plan that meets the EPA's "Indoor Air Quality Building Education and Assessment Model (I-BEAM), EPA reference number 402-C-01-001, December 2002.

Table of Contents

Section Page

1. Introduction
2. Indoor Air Quality Coordinator
3. Walkthrough Inspection Building
4. Building Systems Evaluation
5. Evaluation and Resolution of IAQ Issues
6. Communication Policy
7. IAQ Concern Reporting and Response Policy
8. Emergency Response Policy
9. Preventive Maintenance and Operations Policy
10. Construction and Renovation Policy
11. Microbial Management Policy
12. Cleaning and Chemical Policy
13. Flooring and Furnishing Policy
14. Education of Staff Policy
15. Annual Review

1. INTRODUCTION

The health, comfort, and work environment of employees and staff are important aspects of the Maryland Stadium Authority's (MSA) mission in the management of the Camden Yards Sports Complex. According to the EPA, indoor air quality (IAQ) is a critical component of providing a healthy and comfortable work environment. IAQ is important for the following reasons:

1. Indoor air pollutants can "cause or contribute to short- and long-term health problems, including asthma, respiratory tract infection and disease, allergic reactions, headaches, nasal congestion, eye and skin irritations, coughing, sneezing, fatigue, dizziness, and nausea".
2. Indoor air pollutants and extremes in temperature and humidity may cause discomfort, which can affect employees' ability to perform.
3. Indoor air quality problems can hasten building deterioration and possibly create liability problems. The MSA has implemented an IAQ Management Plan that will help monitor and improve the quality of air in its buildings. The objectives of the IAQ Management Plan are the following:

1. Reduce the levels of indoor air pollutants through preventive measures such as routine maintenance activities, periodic building evaluations and inspections, and IAQ-specific policies.
2. Provide and maintain adequate air exchanges by repairing and maintaining ventilation equipment, which will promote a comfortable and healthy working environment.
3. Respond to IAQ related concerns and problems in a thorough and prompt manner, and to effectively communicate the progress of investigations and their resolution to all interested parties.

2. INDOOR AIR QUALITY COORDINATOR

The Facilities Operations Manager manages the Indoor Air Quality Program/Plan and monitors all activities involved in the program. The MSA is committed to providing the necessary support to meet the buildings IAQ Management Plan objectives.

The Managers responsibilities include the following:

1. Acting as the key contact person at MSA to respond to and address IAQ issues and concerns.
2. Acting as the lead MSA staff person to develop and manage this IAQ Management Plan. This includes coordinating building walkthrough inspections, coordinating the building systems evaluations, coordinating the investigations of reported IAQ issues and concerns, and modifying the IAQ Management Plan to fit the MSA's specific needs and objectives at the Camden Yards Sports Complex.
3. Responding to reported IAQ concerns and issues.
4. Communicating with staff and other parties regarding the progress made with the Plan and the process of reporting IAQ concerns.
5. Coordinating the annual review of the Plan, this involves building walk-through inspections, building systems evaluations, and revising the Plan to include the new information obtained.

3. WALKTHROUGH INSPECTION OF MSA BUILDING

An MSA Building Operations staff person must perform bi-annual IAQ walkthrough inspection of all the functional spaces in the building. The walkthrough inspections involve observations that assess the factors that affect indoor air quality, through the use of general human senses (sight, smell, touch, hearing). During the walkthrough, all physical components that affect the air quality of functional spaces are to be examined, including the flooring or carpet, walls, ceiling, furniture, air intake, building entrances, mechanical rooms, and the roof and exterior. The walkthrough inspections provide some insight regarding the type, location, and magnitude of apparent IAQ related issues and problems. The EPA I-BEAM form A-1 and A-3 are used during the walkthrough inspections. All observations, recommendations and comments received from staff during the walkthrough inspection are noted using the EPA I-BEAM forms A1 and A3. All forms are signed and dated by the staff performing the walkthrough inspections. Copies of the checklists and associated notes are kept with the IAQ Management Plan. IAQ issues identified during the walkthrough inspections are noted and addressed by The Director of Administrative and Customer Services. Where appropriate, potential and existing problems are investigated and resolved; this is described in the “Evaluation and Resolution of Potential Problems” section 6 of the Plan.

4. BUILDING SYSTEMS EVALUATION

The building engineering staff continually monitor building systems to identify and evaluate potential IAQ issues that may be associated with building system or operational failures. The building engineers perform annual baseline IAQ audits on the HVAC system by using the EPA I-BEAM A2.1: OUTDOOR AIR INTAKE AND DAMPERS IN AHU.

Occupant complaints are documented using the EPA I-BEAM D2.: Indoor Air Quality Complaint Form and the D3: Indoor Air Quality Interview Form. All forms are kept in IAQ folder in the Building Operations Department. During the evaluation of the checklists, obvious or likely IAQ problems are identified and the Director of Administrative and Customer Services establishes specific policies or procedures to correct the problems. The same checklists or equivalent evaluations are completed annually to assess the changing IAQ issues and concerns. When contracting building systems evaluations or other IAQ investigations with environmental consultants, the building engineers and the Director of Administrative and Customer services will review the contract to make sure it is in accordance with the work that is necessary to achieve MSA’s IAQ objectives.

5. EVALUATION AND RESOLUTION OF IAQ ISSUES

Walkthrough Inspection and Building System Evaluations Findings:

During the walkthrough inspections and building systems evaluations, IAQ problems and issues are documented. The issues identified are addressed by the Director of Administrative and Customer services and remediated by appropriate personnel. Items may be determined to be deferred by the Director. Issues are deferred if:

- they are suspected to take more than **six months** to resolve;
- they are “big ticket” item(s) that require re-appropriation of money; or

Resolving Problems reported to the Director of Facilities:

Problems are reported to the Director through the EPA I-BEAM Forms D2 and D3. Jeff Provenzano, the Vice President of Sports Complex Facilities documents all IAQ concerns, performs an initial investigation, and documents and communicates the resolution to all interested parties. All concerns are investigated and documented, reflecting the MSA’s commitment to addressing all IAQ related concerns. If the problem cannot be identified, or persists despite the MSA’s efforts to identify and remediate it, the Jeff Provenzano will determine whether a contracted service provider is needed.

When the problem is successfully identified, Jeff Provenzano decides whether an immediate response is necessary, communicates with the relevant parties, documents the action taken, and keeps copies of the relevant documents. When the problem is not urgent but requires a policy change, the Jeff Provenzano will develop and recommend specific policy changes. All new or revised policies are added to the existing IAQ Management Plan. All interested parties are informed about the measures taken to resolve the problem and of any policy changes.

6. COMMUNICATION POLICY

Communication is a critical element to successfully manage IAQ issues. Jeff Provenzano tries to limit misinformation and confusion through the use of effective communication. The IAQ Coordinator, Bart Shifler and other district employees communicate with relevant parties in a prompt, courteous, and consistent manner until the issue is resolved to the greatest extent possible. It is the goal of MSA to develop and maintain the trust of the staff.

Every time a concern is addressed or resolved, Jeff Provenzano reports the measures taken and the resolution of the identified concern to the appropriate parties. This will ensure that all interested parties know what action(s) have been taken.

7. IAQ CONCERN REPORTING AND RESPONSE POLICY

The MSA encourages the reporting of IAQ concerns, regardless of how trivial the issue may seem. The prompt reporting and resolution of IAQ issues has the potential to prevent serious problems from developing, which should prevent potential health effects, discomfort, and unnecessary costs. This makes the investigation of all reported concerns worthwhile.

Bart Shifler will require the concerned staff to submit their IAQ concern in writing. A written description of the concern should reduce misunderstanding and create a history that can be referred to at a future date. The EPA I-BEAM D-2 IAQ iOccupant Complaint Form has been made available to the staff.

This form should be completed and sent to Jeff Provenzano to initiate an official IAQ concern reporting process. Jeff Provenzano investigates the concern and the resolution of the issue will be documented and the interested parties will be informed in writing about the measures taken. IAQ documents and associated documents are located in Building Operations Department. Information collected is processed and stored according to the MSA's records retention policy.

8. EMERGENCY RESPONSE POLICY

Emergencies are defined as situations that require immediate action. This includes situations that are potentially life threatening, such as:

- complaints of headaches, nausea, and combustion odors;
- diagnosed Legionnaire's disease or tuberculosis; and
- spills of hazardous materials.

In addition, emergencies include situations where there is limited time available to prevent serious property damage or health problems, such as flooding in a carpeted area.

It is up to the discretion of the Jeff Provenzano to determine emergencies on a case-by-case basis, using the above definition as a general guideline only. If doubt exists about whether exposure to a specific hazard constitutes an emergency, a precautionary approach may be used where the matter is handled as an emergency. Non-emergency situations are addressed according to the "Concern Reporting and Response Policy", section 8. Jeff Provenzano or his designee will respond to emergencies immediately. If the problem cannot be resolved

with in-house resources, external help will be requested. If a hazard poses an immediate health threat to the staff, the affected building areas will be evacuated. All avenues of communication will be utilized to warn and inform interested parties in a prompt manner (see Communication Policy, section 6).

9. PREVENTIVE MAINTENANCE AND OPERATIONS POLICY

Preventive maintenance means the routine inspection, adjustment, and repair of building structures and systems, including the heating, ventilating, and air conditioning system (HVAC), unit ventilators, local exhaust, fresh air intakes, and flooring. Preventive maintenance plays a major role in maintaining the quality of air, by assuring that the building systems are operating effectively and efficiently. Moreover, it helps to maintain a comfortable temperature and humidity in occupied spaces.

10. CONSTRUCTION AND RENOVATION POLICY

The MSA considers indoor air quality when planning construction and renovation projects. Jeff Provenzano evaluates major structural changes that may impact IAQ. The findings from the walkthrough inspections and building systems evaluations are considered when planning renovations.

To the extent possible, major renovations are performed when staff is not in the building (ie weekends, holidays). If renovation projects must be performed while staff are present, the return air from any area being renovated is isolated from the main ventilation system. Engineering controls are used to contain and minimize the distribution of dust and other contaminants produced by construction activities. Cleaning operations are more frequent during and after renovation. Please see the Camden Yards Sports Complex Construction Management Plan for further details.

11. MICROBIAL MANAGEMENT POLICY

Microbials, such as fungi (for example, mold), bacteria, and viruses, are a significant cause of illness, health symptoms, and discomfort. Because the easiest way to control microbial growth is to control moisture, staff emphasizes moisture control to manage microbial growth.

The MSA pays close attention to water intrusion and microbial growth during the walkthrough inspections, buildings systems evaluations, and other efforts. The maintenance staff has been informed about identifying damaged buildings systems and components that cause water leaks and water condensation. Engineering staff is expected to make the necessary repairs and adjustments in a prompt manner. Materials damaged by water are replaced when possible. Materials that cannot be replaced and must be kept (this could include carpets, padding, ceiling tiles, sheet rock, and insulation) are dried, preferably within 24 hours, but no later than 48 hours. Materials contaminated with microbials are promptly cleaned or replaced. Mold growth is removed from non-porous surfaces with a strong brush and non-ammonia containing detergent and then by thorough drying.

Remediation projects that cannot be handled by engineering/cleaning staff are contracted to a professional. Large-scale remediation projects follow the guidelines in the “Construction and Renovation Policy” section 10, and additional control and protection measures may be necessary.

12. CLEANING AND CHEMICALS POLICY

Regular and thorough cleaning is an important means for the removal of air pollutant sources, however the use of cleaning products may also contribute to indoor air pollution. To ensure that cleaning practices remove pollutant sources while using cleaning products appropriately, cleaning guidelines have been created (reference the Camden Yards Sports Complex High Performance Green Cleaning Program).

13. FLOORING AND FURNISHING POLICY

Flooring can be a trap for allergens, and can be a source of potentially hazardous gases called “volatile organic compounds”, especially following installation. Carpets can be more difficult to properly maintain than hard flooring, and as a result carpets may accumulate more pollutants. When performing building systems evaluations, walkthrough inspections, and reviewing concern reports, the possibility of the carpet acting as the primary source of pollutant is considered.

14. EDUCATION OF STAFF POLICY

All MSA employees play an important role in maintaining and improving air quality since their behavior can affect the quality of the air present in MSA’s buildings. For example, placing heavy objects on unit ventilators, adjusting the room thermostats, or turning off noisy unit ventilators can worsen the quality of air in a room. An educated employee is more likely to take steps that maintain good air quality. In addition, an employee with an understanding of IAQ is more likely to report IAQ concerns quickly and accurately. For these reasons, the MSA staff is informed about IAQ documentation processes through internal meetings.

15. ANNUAL REVIEW

The MSA performs an annual review in order to make changes to the IAQ Management Plan. The annual review is necessary because changes may occur in the building systems, components, and occupants.

The annual review involves:

- building systems evaluations;
- walkthrough inspections;
- reviewing IAQ Complaint Forms and other information;
- discussing new issues
- changing the IAQ Management Plan as needed.

A brief description of the changes to the Plan is written and included in all future versions of the Plan. This creates a history of IAQ that should reduce the likelihood of repeating policies and procedures that were ineffective or inefficient.

Maryland Stadium Authority

Alteration and Addition Construction & Pre-Occupancy Indoor Air Quality (IAQ) Management Plan

Scope: The Maryland Stadium Authority (MSA) will implement this IAQ Management Plan prior to any alteration or addition to the building and space occupancy as specified for EQ Credit 1.5 of USGBC's Green Building Operations and Maintenance 2009 edition. This IAQ plan will establish goals and procedures to be implemented by the MSA and will be followed by all job site personnel. The Owner's objective is to reduce indoor air quality problems resulting from the construction/renovation process in order to help sustain the comfort and well-being of construction workers and ultimately the building occupants. The project is also pursuing LEED certification from the US Green Building Council (USGBC) and as such is required to establish this plan and document its progress through the renovated space's occupancy. The LEED credit that is being pursued with the section is EQc1.5. The General Contractor is responsible for meeting all requirements necessary for obtaining this credit.

IAQ Goals:

During construction the construction team will:

- Protect the permanent HVAC system from dust and odors by either keeping all openings sealed prior to operation; or then not activating it during construction or, if activated, implementing recommended control measures.
- Protect and absorptive/porous materials from fumes and odors.
- Minimize and possibility of mold growth inside the building.

IAQ Coordinator:

The General Contractor will designate a staff member as IAQ coordinator to implement and monitor this plan. This person will provide reference materials regarding LEED Credit EQc1.5 at the building for Owner and subcontractor use. The coordinator will enforce the no smoking policy inside and outside the building and document implantation of this plan with photos taken at a minimum of three times throughout the construction process in the interior of the building. These photos will show the plan being implemented (covered duct ends, swept areas, covered carpeting, wrapped drywall, etc...)

IAQ Strategies:

1. IAQ activities and issues will be discussed at each subcontractor coordination/safety meeting.
2. As each new subcontractor arrives at the building for the first time, the General Contractor will present him/her with a copy of the plan and discuss IAQ responsibilities of that particular subcontractor.
3. The GC will determine if permanent HVAC equipment will be operated during the renovation or if temporary heating and ventilation will be provided. Tentative delivery dates of the equipment should be established along with the dates of initial start-up.
4. The GC will coordinate activities necessary to meet SMACNA IAQ Guidelines for Occupied Buildings under Construction, 2nd edition 2007, ANSI/SMACNA 008-2008 (Chapter 3).
5. The GC will coordinate delivery, on site storage and installation of materials with weather and site conditions to limit the possibility of mold growth. Wet materials will not be used and all installed materials will be adequately protected from moisture.

6. Absorptive/porous materials stored on site or installed will be protected from dust and odors by isolating them from contaminated areas or sequencing installation well after contamination could occur.
7. All ductwork will arrive on site protected and remain as such until immediately before installation. All exposed edges of fiberglass duct insulation will be sealed with mastic before installation of ductwork and all openings in ducts will remain sealed until immediately before start up of equipment.

SMACNA Guidelines:

This standard provides specific measures to protect the HVAC system and ensure acceptable indoor air quality during construction. These measures are organized in five categories: HVAC Protection, Source Control, Pathway Interruption, Housekeeping and Scheduling.

1. HVAC Protection –If the system is used during construction all grilles and openings must be fitted for temporary filters of a MERV (Minimum Efficiency Reporting Value) of at least 8. Ductwork must also be protected before installation to prevent dust contamination. All filtration media must be replaced immediately before occupancy with filters having a MERV rating of 13.
2. Source Control – The project is required to use building materials and products with limited VOC (Volatile Organic Compounds) content. Fossil fuel burning equipment should be limited to use on exterior of the building away from intake louvers.
3. Pathway Interruption – This measure provides ways to isolate areas where harmful dust and/or odors are being generated from other areas of the building. Temporary barriers such as dust curtains are effective for this use. Pressurizing appropriate areas can also limit flow of contaminants as well as using 100% outside air for ventilation. Location of pollutant sources should be considered whether inside the building or on the exterior if near an intake louver.
4. Housekeeping – Increasing cleaning frequency of the jobsite helps to reduce collection of dust and potential for mold growth. HEPA vacuums should be used inside the building as well as wetting agents for dust control. All cleaning agents should be chosen and used with caution to avoid introducing additional harmful fumes unto the building.
5. Scheduling – Off hours work should be considered if any construction activity generates an unacceptable level of harmful dust or odor.
6. Flush-Out Procedure – A flush out of the renovated space will be performed after all construction work has been completed including punch list items and prior to occupancy of the space. If the space’s central HVAC system is being used to perform the flush-out, remove any temporary filters and duct coverings installed per the measures listed above. Install MERV 13 filtration where needed prior to the flush-out. Outside air is used to dilute and remove off-gassed contaminants. The quantity of outside air that must be introduced to the project space for the flush out is 14,000 cubic feet of air per square foot of floor area. The rate of outside air should not cause the interior temperature to drop below 60°F and the relative humidity should not exceed 60%. The initial flush out phase is complete when 3,500 cubic feet of air per square foot has been replaced. Occupants may move in after this initial flush out has been performed. The flush-out phase is complete once all 14,000 cubic feet of air per square foot has been supplied, at that time the HVAC system can be switched to its normal mode of operation.

Adhesives, Sealants, Paints and Coatings Purchasing Protocols

1. ALL adhesives and sealants used in the interior of the building (defined as inside the weatherproofing system and applied on site) must comply with the following reference standards:

Adhesives, Sealants and Sealant Primers: South Coast Air Quality Management District Rule #1168. VOC limits correspond to an effective date of July 1, 2005 and rule amendment date of January 7, 2005.

2. All Paints and coatings used in the interior of the building (defined as inside the weatherproofing system and applied on site) must comply with the following referenced standards:

Architectural paints, coatings and primers – Do not exceed VOC content limits established in: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.

Anti corrosive and Anti-rust paints applied to interior ferrous metal substrates – Do not exceed the VOC content limit of 250 g/l established in: Green Seal Standard GS-03, Anti-Corrosive Paints, Second Edition, January 7, 1997.

Clear wood finishes, floor coatings, stains, shellacs applied to interior elements – Do not exceed the VOC content limits established in: the South coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, rules in effect January 1, 2004.

Camden Yards Sports Complex LEED Existing Building: Operations and Maintenance

Green Cleaning Policy and Program



**LEED for Existing Buildings: Operations and Maintenance
Green Cleaning Policy and Program**

SECTION 1: SCOPE

This Policy and Plan addresses environmental best practices for cleaning the interior of Camden Yards Sports Complex. Specifically, it addresses purchasing sustainable cleaning, hard-floor and carpet products, and entryway systems; procuring sustainable cleaning equipment; developing and implementing standard operating procedures for effective cleaning; promoting and improving hand hygiene; developing guidelines for handling cleaning chemicals; developing staffing and employee training requirements; collecting and addressing occupant feedback; and establishing procedures for use of chemical concentrates and dilution systems.

This building is located at 1101 Russell Street, Baltimore, MD 21230.

SECTION 2: GOALS

The goal of this Green Cleaning Policy and Plan is to reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particle contaminants, which adversely impact air quality, health, building finishes, building systems and the environment.

SECTION 3: RESPONSIBLE PARTIES

Jeff Provenzano, Vice President of Facilities for Maryland Stadium Authority (MSA), and John Samoryk, Vice President, Procurement for MSA, with support from Anthony Peterson, Chimes Project Manager; Joe Arena, Aramark Account Executive; and Kevin Jeffries, American Detail Cleaning (ADC) Account Executive, is responsible for developing and managing the implementation of the Green Cleaning Policy and Plan.

Personnel involved with various elements of the green cleaning program shall carry out their tasks according to this policy, and report all relevant activities to the aforementioned parties. To ensure an effective and coordinated effort, the building staff responsible for overseeing the Green Cleaning Policy and Plan shall review all proposed cleaning activities before implementation.

Green cleaning strategies for the property shall include actions performed by the following contractors:

Function	Company Name	Primary Contact	Phone
General Cleaning (including restrooms, lower and upper concourses, club and suite levels, windows, trash removal, etc...)	Chimes	Anthony Peterson	410-230-8236 443-865-0441 (cell)
Cleaning of concession stands, food prep areas, etc...	Aramark	Joe Arena and Larry Grimacoi	Joe: 410-230-8003 410-808-0866 (cell) Larry: 410-230-8287
Carpet cleaning and furniture cleaning	American Detail Cleaning (ADC)	Kevin Jeffries	240-880-1872 202-747-4474 (cell)

SECTION 4: QUALITY ASSURANCE CONTROL PROCESS

The party(ies) responsible shall periodically evaluate the success of the Green Cleaning Policy and Plan. This evaluation may include producing and providing a report on an annual basis to senior management. Whenever possible, the annual report shall include an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of its implementation.

Prior to implementation, the responsible party(ies) shall review all proposed cleaning activities. Upon reviewing proposed activities, the responsible party(ies) shall determine if they meet the criteria of the Green Cleaning Policy and approve or deny action.

The responsible party(ies) shall regularly communicate with all cleaning staff, and conduct regular site inspections and evaluations to ensure that the Green Cleaning Policy and Plan is in place and functioning as intended. In addition to ongoing quality control measures, Jeff Provenzano and John Samoryk will review all practices and products (typically annually) to identify opportunities for improvement and expansion of environmentally friendly practices.

SECTION 5: CLEANING PRODUCTS

PERFORMANCE METRICS AND MEASUREMENT

The practices listed below shall be implemented, to the extent practicable, with a target goal of 40% of products complying. The Responsible Parties shall assign staff to track purchase rates of both compliant and noncompliant products.

PRACTICES TO OPTIMIZE USE OF SUSTAINABLE CLEANING PRODUCTS

Cleaning products and materials, including hard-floor and carpet-care products, used at Camden Yards Sports Complex shall, when possible, meet the requirements of IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials.

Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard-floor cleaners, carpet cleaners, general-purpose cleaners, specialty cleaners, odor control, disinfectants, disposable janitorial paper products and trash bags, and hand soaps.

IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials Criteria:

- The cleaning products meet one or more of the following standards for the appropriate category:
 - Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaner use for industrial and institutional purposes
 - Environmental Choice CCD-110, for cleaning and degreasing compounds
 - Environmental Choice CCD-146, for hard-surface cleaners
 - Environmental Choice CCD-148, for carpet and upholstery care.
- Disinfectants, metal polish, floor finishes, strippers or other products not addressed by GS-37 or Environmental Choice CCD-110, 146, or 148 shall meet at least one of the following standards for the appropriate category:
 - Green Seal GS-40, for industrial and institutional floor-care products
 - Environmental Choice CCD-112, for digestion additives for cleaning and odor control
 - Environmental Choice CCD-113, for drain or grease-trap additives
 - Environmental Choice CCD-115, for odor-control additives
 - Environmental Choice CCD-147, for hard-floor care
 - California Code of Regulations maximum allowable VOC levels for the specific product category.

- Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable product category:
 - U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
 - Green Seal GS-09, for paper towels and napkins
 - Green Seal GS- 01, for tissue paper
 - Environmental Choice CCD-082, for toilet tissue
 - Environmental Choice CCD-086, for hand towels
 - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.
- Hand soaps meet one or more of the following standards:
 - No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements)
 - Green Seal GS-41, for industrial and institutional hand cleaners
 - Environmental Choice CCD-104, for hand cleaners and hand soaps.

APPROVED PRODUCT LIST

The products listed below are approved for use. Products beyond those listed here must be submitted for approval prior to use.

Product Type	Manufacturer/Product Name	Sustainability Criteria Met
All-purpose Synthetic Water-Based Cleanser	Amano Pioneer Eclipse Corp / EnviroStar Green All Purpose Cleaner	Green Seal GS-37
Multi-Purpose Cleaner	Daycon / Essence Degreaser Green	Green Seal GS-37
Floor Finish	Daycon / Crystal Brite Floor FinishGreen	Environmental Choice CCD-147
Citrus Degreaser and All-Purpose Cleaner	Daycon / Essence Degreaser Green	Green Seal GS-37
Rinse Free Floor Stripper	Daycon / Meteor Stripper Green	Green Seal GS-40
Floor Finish	Bruhin / Terra Green Cleaner Maintainer EL	Environmental Choice CCD-147
Oxygenated Multi-Surface Cleaner	Daycon / OxySmart	Green Seal GS-37
All-Purpose Cleaner	Ecolab / Oasis Pro 18G	Green Seal GS-37
Glass Cleaner	Ecolab / Oasis Pro 43G	Green Seal GS-37
Floor Cleaner	Ecolab / Oasis Pro 34G Neutral	Green Seal GS-37
Sanitizer/ Disinfectant	Ecolab / Oasis 146 Multi-Quat	No
Degreaser	Ecolab / Oasis 137 Orange Force	No
Dry Extract Carpet Cleaning	R.E. Whittaker / Crystal Dry Extract Cleaning Agent	Green Seal GS-37
Carpet Spotter	R.E. Whittaker / Crystal Spotter	Green Seal GS-37
Carpet Cleaner	Chemspec / DFC Carpet Cleaner-Rinse 105	Green Seal GS-37
Disinfectant (Locker Room)	Microban X-590 Disinfectant	No

SECTION 6: CLEANING EQUIPMENT

PERFORMANCE METRICS AND MEASUREMENT

All newly acquired cleaning equipment shall comply with the criteria listed below. The Responsible Party shall assign staff to track the percentage of all equipment that meets the criteria, based on cost or number of pieces of equipment, with a target of 50% of equipment to comply.

PRACTICES TO OPTIMIZE USE OF SUSTAINABLE CLEANING EQUIPMENT

Purchase Criteria

All new equipment acquisitions shall comply with the requirements of IEQc3.4: Green Cleaning, Sustainable Cleaning Equipment:

- Vacuum cleaners meet the requirements of the Carpet and Rug Institute “Green Label” Testing Program— Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and shall operate with a sound level less than 70dBA.
- Carpet extraction equipment for restorative, deep cleaning is certified by the Carpet and Rug Institute’s “Seal of Approval” Testing Program for deep-cleaning extractors.
- Powered floor equipment—e.g., electric and battery-powered floor buffers and burnishers—is equipped with vacuums, guards and/or other devices for capturing fine particulates, and operates with a sound level less than 70dBA.
- Propane-powered floor equipment has high-efficiency, low-emission engines with catalytic converters and mufflers that meet California Air Resources Board (CARB) or Environmental Protection Agency (EPA) standards for the specific engine size, and operate with a sound level of less than 90dBA.
- Automated scrubbing machines are equipped with variable-speed feed pumps and onboard chemical metering to optimize the use of cleaning fluids. Alternatively, the scrubbing machines use only tap water with no added cleaning products.
- Battery-powered equipment is equipped with environmentally preferable gel batteries.
- Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
- Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.

Record-keeping

A log shall be kept for all powered cleaning equipment to document the date of purchase and all repair and maintenance activities. Vendor cut sheets for all equipment used onsite shall be stored onsite. When cleaning equipment replacement is necessary, acquisition dates and supporting documentation shall be retained to demonstrate that all newly acquired equipment complies with the specifications.

APPROVED EQUIPMENT LIST

The equipment listed below is approved in the event of new equipment acquisition. Equipment beyond that listed here must be submitted for approval prior to acquisition.

Equipment Type	Manufacturer/Model	Sustainability Criteria Met
Floor Scrubber	Nobles / Speedshine™2000HD Floor Machine	Yes, <70 dBa
Floor Scrubber	Nobles / Speed Scrub 20-in	Yes, 68.5 dBa
Floor Scrubber	Nobles / Speed Scrub Micro-Rider - 28" Cyl. w/FaST	Yes, 67 dBa
Floor Buffer	Amano Pioneer Eclipse Corp / PowerGlide	No
Floor Scrubber	Nobles / T2 Battery Walk-Behind Scrubber	No
Vacuum	Tornado / CV 30/1	Yes, Carpet and Rug Institute Bronze level

Vacuum	Electolux Sanitaire SC5845	No
Vacuum	Numatic / ProSave PSP 180A	No
Vacuum	Tennant / 6100 Sub-Compact Ride-on Sweeper	No
Vacuum	Nobles / 3000 Wide Area Vac	Yes, Carpet and Rug Institute Bronze level
Carpet Cleaner	Nobles / Strive with ReadySpace	No
Carpet Extractor	Advance / AquaClean 18FLX	Yes, Carpet and Rug Institute Bronze level
Carpet Cleaner	R.E. Whittaker / LOMAC 20” Agitator	No

SECTION 7: HARD-FLOOR AND CARPET MAINTENANCE

PERFORMANCE METRICS AND MEASUREMENT

Floor-care maintenance shall consistently be performed according to written protocols, without exception. QC checks will be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE HARD-FLOOR AND CARPET MAINTENANCE

- The floor and carpet maintenance program at Camden Yards Sports Complex is designed to use few, or no, harmful chemicals; remove and eliminate irritating dust, dirt and other contaminants; and protect and preserve floors.
- To minimize chemical use, Camden Yards Sports Complex has reduced the frequency of stripping or removing coatings to annually and is able to maximize the floor’s longevity, thereby conserving cleaning and floor restoration materials and minimizing occupants’ exposure to harmful chemicals.
- A written floor maintenance plan and log shall be maintained, which details the number of coats of floor finish being applied as the base and other applications (top coat), along with all relevant maintenance/restoration practices and the dates and duration of these activities.

SECTION 8: HAND HYGIENE

PERFORMANCE METRICS AND MEASUREMENT

Protocols promoting hand hygiene shall be wholly adopted. QC checks will be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE HAND HYGIENE

Hand hygiene has a direct connection to the health and wellness of building occupants. It is well recognized that hands are the primary mode of transmission of many infectious diseases. Experts, including the Centers for Disease Control and Prevention (CDC), Occupational Safety and Health Administration (OSHA) and World Health Organization (WHO), agree hand hygiene is one of the most important measures in preventing illness. Most building environments share key factors that contribute to infection transmission, such as close workspaces, shared bathrooms, break rooms for eating, and cafeterias. Absenteeism caused by transmissible diseases such as influenza is a major contributor to lost productivity in the workplace and to most companies.

PRACTICES TO OPTIMIZE HAND HYGIENE

Encourage employees, building occupants and visitors to practice good hand hygiene.

Educate employees, building occupants and visitors regarding the importance of effective hand hygiene practices through multiple employee communication channels such as posters, newsletters and electronic communications.

Provide an ample supply of easily accessible hand hygiene products including GOJO® hand cleaners and PURELL® Instant Hand Sanitizer in all key building environments as follows:

- Restrooms

- Camden Yards Sports Complex provides GOJO Green Certified Foam Hand Cleaner and PURELL Instant Hand Sanitizer in SANITARY SEALED™ dispensing systems. Hand hygiene products packaged in SANITARY SEALED refills provide consistently clean and safe product, help prevent contamination, and use recyclable packaging. An adequate number of soap dispensers are easily accessible from and in close proximity to functioning faucets providing tepid water. Dispensers are ADA compliant and meet building code requirements.
- Common Areas
 - In common areas where soap and water are not available, Camden Yards Sports Complex provides PURELL Instant Hand Sanitizer in dispensing systems as well as bottles for easily accessible table top use. Common areas include: lobbies, break rooms, meeting rooms, eating areas, elevators, reception areas, conference centers, fitness centers, and spaces where equipment is shared.
- Personal Spaces
 - Camden Yards Sports Complex provides employees with PURELL Instant Hand Sanitizer for individual use. Product is available at each employee's workspace, as proximity is key to encouraging usage and minimizing the spread of most common germs that may cause illness. Personal spaces include: desks, offices and work areas for visiting employees and guests

SECTION 10: HANDLING AND STORAGE OF CLEANING CHEMICALS

PERFORMANCE METRICS AND MEASUREMENT

Protocols governing safe handling and storage of cleaning chemicals shall be wholly adopted. QC checks will be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE HANDLING AND STORAGE OF CLEANING CHEMICALS

The following protocols have been established to mitigate spills, leaks and mismanagement.

Storage

- Chemicals are stored in the main warehouse on the service level. Additional areas include storage closets outside each restroom on all level, including individual restrooms located on the suite level, and janitor's closets throughout the building.
- Workers access chemicals at the beginning of their shift and as needed.

Chemical Dilution systems

(See Section 11)

MSDS Storage

- The cleaning chemical supplier is required to provide accurate MSDSs for all chemicals delivered to the building.
- MSDSs are filed, in duplicate, in the Admin office on the service level in clearly labeled binders.

Emergency Procedures

- Chemical Hazards Training Plan:
 - Always use gloves and eye protection when cleaning.
 - Make sure that all chemical containers, including spray bottles, have labels.
 - Never use unlabeled products or containers.
 - Always read and fully understand the product labels of the chemicals that are being used
 - Never mix, sniff, or taste chemicals of any kind
 - Never remove trash with hands.
- Chemical Spill:
 - Alert persons in the area including the onsite supervisor that a spill has occurred.

- Evaluate the toxicity, flammability, and other hazardous properties of the chemical as well as the size and location of the spill to determine whether evacuation or additional assistance is necessary.
- Contain any volatile material within a room by keeping doors closed.
- Consult the MSDS, the laboratory emergency plan, or procedures in this document.
- Obtain cleaning equipment and protective gear, if needed.
- Wear protective equipment such as: goggles, apron, laboratory coat, gloves, shoe covers, or respirator. Base the equipment on the chemical hazard.
- Section off the spill area to prevent further contamination.
- Absorb liquid spills using paper towels, spill pillows, or sand.
- Place the used towel or pillow in plastic bags for disposal along with any contaminated disposable gear; such as gloves.
- Sweep up waste and place in plastic bags for disposal.

SECTION 11: USE OF CHEMICAL CONCENTRATES AND DILUTION SYSTEMS

PERFORMANCE METRICS AND MEASUREMENT

Dilution systems and chemical concentrates shall be wholly utilized for the following product types:

All-Purpose Cleaner	Ecolab / Oasis Pro 18G	Green Seal GS-37
Glass Cleaner	Ecolab / Oasis Pro 43G	Green Seal GS-37
Floor Cleaner	Ecolab / Oasis Pro 34G Neutral	Green Seal GS-37
Sanitizer/ Disinfectant	Ecolab / Oasis 146 Multi-Quat	No
Degreaser	Ecolab / Oasis 137 Orange Force	No

PRACTICES TO OPTIMIZE USE OF CHEMICAL CONCENTRATES AND DILUTION SYSTEMS

Chemical concentrates and dilution systems are used according to the procedures below to minimize risk to staff and occupants, and to conserve resources.

Dilution System Description

Ecolab’s Ultra 1 System includes button-activated and bottle-activated dispenser options that automatically dispense cleaning and sanitizing solutions mixed to the correct ratios. Because of the modular design, dispensers can be installed individually or combined to meet specific needs.

The button-activated dispenser uses a manually operated water valve. When the button is pressed, water flows through a Venturi proportioner, which draws concentrated product and mixes it with water to the correct ratio.

Both dispensers feature a FlexGap aspirator, which separates the outlet of the potable water supply from any potential contamination. The FlexGap ensures maximum and reliable back-flow protection.

Protocol for Use

1. Install the Dispenser Unit

- Select wall location for dispenser unit that is near water supply and not in the path of other work routines. Ideally, the bottom of the dispenser should be approximately 4 - 4-1/2 feet (120-140 cm) from the floor. Confirm availability of additional space for concentrate rack.
- Remove cover by loosening screw at bottom.
- Optional Quat Metering Installation: Sanitizing products may be supplied with a capillary kit to control final concentration. For FlexGap or Air Gap: Install the push-in capillary metering tip.
- Attach dispenser unit to wall:
 - Place dispenser back on wall, hold at level and mark screw hole locations.
 - Drill appropriate size holes. Insert plastic anchors.
 - Mount dispenser using supplied screws.
 - Put on cover and tighten bottom screw.

2. Install the Concentrate Rack

- Determine best location for rack.
 - Attach concentrate rack to wall:
 - Place rack on wall, hold at level and mark screw hole locations.
 - Drill appropriate size holes. Insert plastic anchors.
 - Mount dispenser using #10 x 1-1/4 in. (3 cm) screws.
3. Install the Water Supply Line
- Attach water supply hose to water inlet port (See Figure 3-4).
 - Attach water supply hose to water supply.
 - Turn on water to check for leaks.
4. Install Product Pick up Tubing/Check Valve - Remove metal foot valve for Acid Bathroom Cleaner.
- Insert concentrate bottle into rack.
 - Remove product cap and replace with supplied pre-drilled hole cap.
 - Insert pick-up tube assembly through hole in cap.
 - Position cap on the pick-up tube such that the check valve will rest on the bottom of the bottle. Attach plastic clamps approximately (1/16 in.) above and below top of the cap, allowing free rotation of the cap.
 - Insert pick-up tube into bottle.
 - Route pick-up tube between backplate of dispenser and wall and connect.
5. Prime Dispenser
- To prime bottle-activated dispenser:
 - Turn water ON.
 - Insert spray bottle to activate dispenser until pick-up tube is filled with product and proper solution is dispensed.
 - Empty spray bottle after priming dispenser.
 - To prime button-activated mop bucket dispenser:
 - Turn water ON.
 - Ensure discharge tube end is over mop sink or mop bucket.
 - Press and hold button until pick-up tube is filled with product and proper solution is dispensed.
 - Discard solution.

Maintenance

The Oasis Ultra 1 Integrated Dispensing Systems located in kitchen areas are checked by Ecolab once a month. Those systems located in the concession stands are check twice a year.

1. Replacing FlexGap and Aspirator Assembly

- Thread FlexGap by hand onto aspirator until a slight resistance is felt when FlexGap contacts sealing washer in aspirator. With pick-up stem on aspirator pointing towards the right, continue threading FlexGap by hand approximately 1/4 to 1/2 turn more until 1/4" diameter "dot" on FlexGap is facing forward. **DO NOT OVERTIGHTEN.**
- Thread FlexGap and aspirator assembly by hand onto water valve until a slight resistance is felt when water valve contacts sealing washer in FlexGap. Continue threading by hand approximately 1/4 to 1/2 turn more until 1/4" diameter "dot" on FlexGap aligns with stem on water valve. **DO NOT OVERTIGHTEN**

2. Volumetric Calibration

- Items Needed for Calibration
 - Graduated cylinder (100 mls) or other measuring vessel
 - Product Concentrate
 - Standard Compac 32 oz. spray bottle.
 - Ultra 1 Metering Tip Chart with recommended dilutions and tip recommendations
 - Set of Metering Tips.
- Calibration Procedure
 - NOTE: Metering Tips are selected on the basis of:
 - Water Pressure

- Product Pick up Tube Length
- Select target dilution and metering tip recommendation from Metering Tip Chart packed in starter kit installation kit bag. Install metering tip of proper color, based on desired use-concentration.
- Prime product pick-up tube by activating dispenser with spray bottle.
- Fill graduated cylinder with product and record volume. Insert pick-up tube into graduated cylinder.
- Using empty spray bottle (or button) activate dispenser until spray bottle contains 32 oz. of diluted product. Stop flow.
- Remove the pick-up tube from the cylinder and note volume. Subtract this volume from start volume to determine volume of concentrate aspirated. Multiply by 4 to determine measured oz./ gallon of concentrate.
- Compare measured vol. with target vol. If measured volume is too low, select next larger diameter metering tip. If measured volume is too high, select next smaller diameter metering tip.
- Repeat calibration until measured results are 100-125% of target concentration. Repeat for other products, as necessary.

SECTION 12: VULNERABLE BUILDING OCCUPANTS

To protect vulnerable building occupants, such as pregnant women, children, asthmatics, elderly occupants, individuals with allergies and highly sensitive individuals, cleaning staff from Chimes, Aramark, and ADC shall use only low/no VOC cleaning products; they shall perform routine cleaning and floor restoration activities after working hours when the majority of occupants have left the building; the staff shall limit the number of cleaning chemicals used in the building; and they shall maintain a high level of cleanliness thus minimizing the presence of irritants.

SECTION 13: STAFFING AND TRAINING

PERFORMANCE METRICS AND MEASUREMENT

All cleaning personnel shall receive regular training. Vendors shall supply evidence of compliance with training requirements prior to contract award or renewal.

PRACTICES TO OPTIMIZE STAFFING AND TRAINING

All cleaning staff and managers shall receive environmental safety and health training, addressing, at minimum, hazards associated with the use, disposal and recycling of cleaning chemicals, dispensing equipment and packaging.

Training Topics

TOPICS INCLUDE:

- Employee safety and health compliance as it relates to the cleaning program
- Regulatory compliance standards—OSHA, EPA, and other local, state, and federal rules and regulations
- Unsafe attitudes and conditions in the work place through Job Safety Analysis—OSHA JSA or JHA (Job Hazard Analysis)
- Employee performance improvement, such as accident prevention and record-keeping
- Compliance with health and safety rules, and regulation and confidentiality issues
- Safe chemical storage and handling
- Disposal and recycling of cleaning chemicals, dispensing equipment and packaging
- Football event cleaning
- Other event cleaning
- Year round cleaning

Annual Training Hours

All workers shall receive 16 hours of training annually.

Staffing Plan

To meet cleaning objectives within the building, minimum staffing requirements must be met. Factors such as occupancy rates, seasonal variations and other considerations should be taken into account when adjusting the staffing plan.

During peak capacity (i.e. game days), total cleaning staff time shall be not less than 2256 hours per day. Generally, 311 staff members work 8 hours per day to meet these requirements.

During general events held on the club level (i.e. wedding, proms, corporate events, etc.), total cleaning staff time shall be not less than 31 hours per day. Generally, 7 staff members work 4.5 hours per day to meet these requirements.

During typical days (i.e. general year round), total cleaning staff time shall be not less than 48 hours per day. Generally, 6 staff members work 8 hours per day to meet these requirements.

SECTION 14: OCCUPANT FEEDBACK AND EVALUATION OF NEW TECHNOLOGIES

PERFORMANCE METRICS AND MEASUREMENT

All guests and employees shall have a mechanism by which to provide feedback on cleaning practices.

PRACTICES TO OPTIMIZE OCCUPANT FEEDBACK AND EVALUATE NEW TECHNOLOGIES AND PROCEDURES

Camden Yards Sports Complex has implemented an electronic collection system for gathering occupants' feedback about the green cleaning program. MSA provides a link to "Take Our Survey" which asks occupants to rate their experience from 'Excellent', 'Very Good', or 'Needs Improvement' on specific areas including cleanliness and general maintenance. There is also a space for general comments.

Occupants are encouraged to alert the management to any issues relating to the green cleaning program. In addition, management regularly researches and integrates new green cleaning technologies into the building's green cleaning procedures.

SECTION 15: TIME PERIOD

With respect to the Time Period, this High Performance Green Cleaning program was established in March 2012 and is currently implemented. During the life of this policy, the High Performance Green Cleaning program will, at a minimum, cover those product purchases and services that are within the building and site management's control. This program will continue to remain in effect after the performance period is over and throughout the life time of the stadium.

Appendix #1	Abbreviations and Definitions
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For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- A. Authority – The MSA members.
- B. “Baltimore Orioles” means Baltimore Orioles Limited Partnership.
- C. Intentionally Omitted.
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- G. Contract Administrator (CA) – The MSA representative for this Contract that is primarily responsible for Contract Administration functions, including issuing written direction, compliance with terms and condition, monitoring this Contract to ensure compliance with the terms and conditions of the Contract and to assist the CM in achieving on budget/on time/ontarget (e.g., within scope) completion of the Contract requirements. MSA may change the CA at any time by written notice to the Contractor.
- H. Contract Commencement – The date the Contractor is authorized to proceed with the work following any required approvals of the Contract, including approval by the Authority or Board of Public Works, if such approval is required.
- I. Contract Monitor – The MSA representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The MSA may change the Contract Monitor at any time by written notice to the Contractor.
- J. Contractor – The selected Offeror that is awarded a Contract by the State.
- K. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
- L. eMM – eMaryland Marketplace (see RFP **Section 4.2**).
- M. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP **Sections 3.10**.
- N. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- O. MSA – Maryland Stadium Authority

Warehouse Janitorial Services
MSA Project No. 19-001

- P. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- Q. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- R. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- S. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- T. Offeror – An entity that submits a Proposal in response to this RFP.
- U. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only MSA representative who can authorize changes to the Contract. The MSA may change the Procurement Officer at any time by written notice to the Contractor.
- V. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- W. Request for Proposals (RFP) – This Request for Proposals issued by the MSA, with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- X. State – The State of Maryland.
- Y. Total Proposal Price - The Offeror’s total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.

Appendix #2 Tenant Space

South Warehouse 351 W. Camden Street		
Basement	Hallway	3,457 sq. ft.
1 st Floor	South Lobby	1,651 sq. ft.
1 st Floor	SP+	2,008 sq. ft.
1 st Floor	Pennoni	6,863 sq. ft.
1 st Floor	-vacant space-	5,788 sq. ft.
2 nd Floor	Elevator Lobby	867 sq. ft.
2 nd Floor	half vacant/half Pennoni	10,284 sq. ft.
2 nd Floor	Vascular Surgeon of Maryland	8,659 sq. ft.
3 rd Floor	Elevator Lobby	Included below
3 rd Floor	MSA Capital Projects	19,516 sq. ft.
4 th Floor	Elevator Lobby	867 sq. ft.
4 th Floor	Open Market and Lounge	352 sq. ft.
4 th Floor	-vacant space-	10,926 sq. ft.
4 th Floor	eOriginal	8,629 sq. ft.
5 th Floor	Elevator Lobby	Included below
5 th Floor	University of Maryland Orthopaedics	19,594 sq.ft. (after renovation)
6 th Floor	Elevator Lobby	Included below
6 th Floor	Wolters Kluwer	19,516 sq. ft.
7 th Floor	Elevator Lobby	Included below
7 th Floor	Wolters Kluwer	19,594 sq. ft.
8 th Floor	Elevator Lobby	867 sq. ft.
8 th Floor	eOriginal	10,918 sq. ft.

Warehouse Janitorial Services
MSA Project No. 19-001

8 th Floor	Edwards Lifescience/ Harpoon Medical	8,018 sq. ft.
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North Warehouse 323 and 333 W. Camden Street		
1 st Floor	Camden Lobby	940 sq. ft.
1 st Floor	North Lobby	361 sq. ft.
4 th Floor	North Elevator Lobby	1,336 sq. ft.
4 th Floor	MSA IT Office	2,200 sq. ft.
4 th Floor	Law Office of Melissa Menkle McGuire	968 sq. ft.
4 th Floor	Moag and Company	3,470 sq. ft.
5 th Floor	Camden Elevator Lobby	2,023 sq. ft.
5 th Floor	MSA Executive Boardroom	595 sq. ft.
5 th Floor	MSA Administrative Offices	11,269 sq. ft.
5 th Floor	North Elevator Lobby	289 sq. ft.
6 th Floor	North Elevator Lobby	200 sq. ft.
6 th Floor	Snowden Lane Partners	3,880 sq. ft.
6 th Floor	ME Engineers	615 sq. ft.
6 th Floor	-vacant space-	5,229 sq. ft.
7 th Floor	Exit 10	10,490 sq. ft.
8 th Floor	North Elevator Lobby	758 sq. ft.
8 th Floor	Maryland Emergency Network Administration	6,973 sq. ft.
8 th Floor	-vacant space-	3,000 sq. ft.

Stairwells	
All Stairwells in Warehouse	9,440 sq. ft.

Camden Station	
1 st Floor	1,000 sq. ft.

Appendix #3

Maryland Stadium Authority's Contract Compliance System

SYSTEM ACCESS

Vendor Account Look Up:

Find your account and retrieve your password at

<https://mdsta.d.diversitycompliance.com/FrontEnd/UserSearchPublic.asp>

CONTRACT COMPLIANCE & REPORTING

For Prime Contractor

Prime contractors receive regular reporting notices by email. Simply click the link provided to log in, and enter payments made to the list of subcontractors displayed.

For Subcontractors

Once the prime contractor reports their payments, an email notice is sent to each subcontractor.

The subcontractor clicks the link provided to log in, and then confirms the payment reported by the prime has been received.

Additional Contractor Benefits

Immediate visibility to contract goal achievement at the overall contract level.

Visibility to subcontractors that may not be reporting in a timely basis. Integrated messaging to support communication with your contract compliance officer.

Online subcontractor addition/substitution request process.

Getting Started with Subcontractor Utilization Reporting

An email with instructions will be sent to contractors when online reporting starts.

Before then you can determine if an account has been set up for your company through the Account Lookup link on the portal.

Appendix #4 Current Parking Rates at MSA



351 WEST CAMDEN ST. SUITE 175
BALTIMORE, MARYLAND 21201, (410) 347-9330

DATE: January 1, 2018
TO: Camden Yards Sports Complex Partners
FROM: Tony Mouring, Operations Manager
SUBJECT: Daily Parking Operations

Approved Parking Rates for 2018:

As of 1-1-2018

Monthly Rates

North Warehouse - \$160.00
South Warehouse - \$150.00
East Warehouse - \$150.00
Lot A - \$130.00
Lot B - \$110.00
Lot C - \$110.00

Daily Rates

North, East and South Warehouse - \$5.00/1st hr, \$10.00/2nd hr, \$12.00/3rd hr (24 hr Max)
Mondays – Fridays before 5:00pm, \$10.00 (Flat Rate) after 5pm Mondays – Fridays and all day on Saturdays and Sundays

Lot A - \$5.00/1st hr, \$10.00/2nd hr, \$12.00/3rd hr (24 hr Max) Mondays – Fridays before 5:00pm, \$10.00 (Flat Rate) after 5pm Mondays – Fridays and all day on Saturdays and Sundays

Lot C - \$5.00/1st hr, Mondays – Fridays in before 10am out by 6pm \$8.00 flat rate. \$10.00 (Flat Rate) after 10:00am Mondays – Fridays and all day on Saturdays and Sundays

Oversized Vehicles- \$30.00/day and \$40.00/overnight, \$70 total charge for 24hr period.

Event Rates:

Baseball – Oversized vehicles \$30.00. Lots F, G and H \$8.00/car, Lot H Employee Parking \$2.00/car. All other lots \$10.00.

Football - \$40.00/Car and \$200.00/Oversized Vehicles

2018 CAMDEN YARDS SPORTS COMPLEX
LOT RENTAL RATES
January–March / November-December Rates

<u>Location</u>	<u>Number of Spaces</u>	<u>Rate per Day</u>
North Warehouse Lot	151	\$1,600.00
East Warehouse Lot	112	\$1,300.00
Lot A	434	\$4,375.00
Lot A-Annex	30	\$ 315.00
ENG Lot (Orioles Side)	26	\$ 220.00
Lot B	821	\$6,550.00
Lot C	935	\$6,950.00
ENG Lot (Ravens Side)	31	\$ 220.00
Lot D	235	\$2,175.00
Lot F	188	\$1,150.00
Lot G	283	\$1,725.00
Lot H	998	\$6,925.00
Lot R	80	\$ 625.00
Lot N	352	\$3,200.00
Lot NN	67	\$ 575.00

2018 CAMDEN YARDS SPORTS COMPLEX STAFFING RATES

<u>Staff Member</u>	<u>Rate Per Hour</u>
Cashier/Attendant	\$15.00
Traffic Director (On the Lot)	\$15.00
Traffic Control Officer (Off the Lot)	\$28.00
Event Supervisor	\$25.00

2018 CAMDEN YARDS SPORTS COMPLEX
LOT RENTAL RATES
April - October Rates

<u>Location</u>	<u>Number of Spaces</u>	<u>Rate per Day</u>
North Warehouse Lot	151	\$1,750.00
East Warehouse Lot	112	\$1,400.00
Lot A	434	\$4,750.00
Lot A-Annex	30	\$ 325.00
ENG Lot (Orioles Side)	26	\$ 250.00
Lot B	821	\$7,400.00
Lot C	935	\$7,800.00
ENG Lot (Ravens Side)	31	\$ 250.00
Lot D	235	\$2,400.00
Lot F	188	\$1,250.00
Lot G	283	\$1,900.00
Lot H	998	\$7,550.00
Lot R	80	\$ 675.00
Lot N	352	\$3,350.00
Lot NN	64	\$ 625.00

Appendix #5	Frequently Asked Questions and Answers
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1. If these services have never been outsourced, what is the expected expenditure or allocated expense?

Not applicable.

2. What is the total number of restrooms including the ones inside private offices?

There are approximately 33 restrooms in the south portion of the building and 19 in the north portion.

3. The high light fixtures, like on the 8th floor, are they required to be dusted?

Yes.

4. What is the impact on the Contractor when the game starts late?

There should be no impact on a late ballgame because this procurement is for the Warehouse only.

5. Are there green cleaning chemicals requirements?

See Attachment P – Sustainability Policies.

6. Are there ANY “unionized” requirements involved with this solicitation?

No.

7. How many windows are there?

MSA does not possess an actual count of all building windows.

8. Can a floor plan be provided?

No, MSA does not maintain current as-built floor plans for all spaces that will be covered under this contract.

9. Will MSA provide a carpet count?

This information is unavailable. Tenants have the right to add or subtract carpet.

10. Is there an itemized deduction list?

No.

Appendix #6	Carpet Cleaning Description
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Carpet Cleaning – Description of Work to be Performed

- A. The maintenance of various types of carpet made with natural and/or manufactured fibers such as wool, nylon, polypropylene/olefin, acrylic/modarylic and polyester.
 - (1) **Appearance Cleaning.** Defined as the cleaning of carpet for the removal of apparent soil. This service shall be performed on an as-needed basis. Offeror shall be able to respond to requests for this service within 48 hours.
 - (2) **Maintenance Cleaning.** Defined as cleaning of carpet for removal of cumulative soiling, residues, and trapped/embedded soil. This service shall be performed on a scheduled on-going basis which shall be based upon the manufacturer's recommendation in conjunction with use conditions, traffic patterns, and activities. Offerors shall be able to respond to requests for this service within seven (7) days.
 - (3) **Finish Application.** Defined as the application of external finishes to the fiber surface that shall include, but are not limited to, soil resisters, stain resisters, bacteriostatic (antiseptic), anti-statics, and flame retardants. This service shall be performed on an as-needed basis. Offeror shall be able to respond to requests for this service within fourteen (14) days.
- B. **Cleaning & Finishing System(s).** In order to preserve carpet finishes and life, as well as any applicable warranties, Offeror shall use the manufacturer's recommendation for a cleaning/finish system.
- C. **Drying Time.** MSA shall require carpet to be dry within six (6) to eight (8) hours except in cases where high humidity or environmental conditions may extend drying time, but under no circumstances should drying time exceed twelve (12) hours. Offeror shall furnish and utilize commercial air movers (drying fans) and/or dehumidifiers to ensure drying time.
- D. **Standard of Care.** Offeror shall conform to the standards set forth by the Institute of Inspection, Cleaning and Restoration (IICRC) S100 Standard and Reference Guide for Professional On-Location Cleaning of Installed Textile Floor Covering Materials.
- E. **Working Hours.** Offeror may be required to perform this service after-hours and on weekends and holidays.