INVITATION FOR BIDS

SOLICITATION NO. 18-057

Issue Date: February 12, 2018

Video Replay System Replacement

ORIOLE PARK AT CAMDEN YARDS

NOTICE TO BIDDERS

NOTICE

A Prospective Bidder that has received this document from the MSA's website or https://emaryland.buyspeed.com/bso/, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder's name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

MARYLAND STADIUM AUTHORITY
NOTICE TO VENDORS

To help us improve the quality of MSA solicitations and make our procurement process more responsive and business-friendly, we ask that you take a few minutes to complete this form. Please email (sfox@mdstad.com) or fax (410-333-1888) this completed form to the attention of Sandra Fox. Thank you for your assistance.

Title: Video Replay System Replacement
Solicitation No: 18-057

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 of Maryland is simply too complicated. (Explain in REMARKS section.)
( ) We cannot be competitive. (Explain in REMARKS section.)
( ) Time allotted for completion of the Bid/Proposal is insufficient.
( ) Start-up time is insufficient.
( ) Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
( ) Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
( ) MBE requirements. (Explain in REMARKS section.)
( ) Prior MSA 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
Camden Yards Sports Complex
IFB KEY INFORMATION SUMMARY SHEET

Invitation for Bids:	**Video Replay System Replacement**
Solicitation Number:	**18-057**
IFB Issue Date:	**February 12, 2018**
IFB Issuing Office:	**Maryland Stadium Authority**
Procurement Officer:	**Sandra Fox** **Maryland Stadium Authority** 333 West Camden Street, Suite 500 Baltimore, Maryland 21201 **Phone: (410) 333-1560 Fax: (410) 333-1888** **e-mail: sfox@mdstad.com**
Contract Administrator:	**Joe March**
Contract Monitor:	**Vince Steier**
Bids are to be sent to:	**Maryland Stadium Authority** 333 West Camden Street, Suite 500 Baltimore, Maryland 21201 **Attention**: Sandra Fox, Procurement Officer
Pre-Bid Conference:	**February 21, 2018 at 11:30 a.m. (Local Time)** Maryland Stadium Authority 333 West Camden Street, Suite 500 Baltimore, Maryland 21201
Closing Date and Time:	**February 27, 2018 by 11:00 a.m. (Local Time)**
MBE Goal	**None**

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Maryland Stadium Authority is issuing this Invitation for Bids (IFB) to obtain a highly qualified contractor to replace existing 6-channel (4-in, 2-out) video replay system in the Oriole Park Scoreboard Control Room (as described in more detail in SECTION 3.

1.1.2 MSA intends to make a single award as a result of this IFB.

1.1.3 A Bidder, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

a. Authority – The MSA members.

b. Baltimore Orioles – Baltimore Orioles Limited Partnership.

c. Intentionally Omitted..

d. Bid – A statement of price offered by a Bidder in response to an IFB.

e. Bidder – An entity that submits a Bid in response to this IFB.

f. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of "Normal State Business Hours" below**)**.

g. COMAR – Code of Maryland Regulations available on-line at www.dsd.state.md.us.

h. Contract – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A**.

i. 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 conditions, 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/on target (e.g., within scope) completion of the Contract requirements. MSA may change the CA at any time by written notice to the Contractor.

i. 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.

j. Contract Monitor (CM) – 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.

k. Contractor – The selected Bidder that is awarded a Contract by the MSA.

l. Contractor's Contractor Administrator - Person designated at the time of contract award by the Contractor as the single point of contact for the MSA with the authority and knowledge to resolve contract issues.

m. eMM – eMaryland Marketplace (see IFB Section 1.7).

n. Intentionally Omitted.

o. Invitation for Bids (IFB) – This Invitation for Bids solicitation issued by MSA, Solicitation Number 18-057, including any addenda.

p. Local Time – Time in the Eastern Time Zone as observed by the State. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.

q. **MSA** – Maryland Stadium Authority.

r. 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.

s. Normal Business Hours - Normal business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday.

t. Notice to Proceed (NTP) – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date.

u. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the MSA for purposes of this solicitation. After Contract award, the Procurement Officer or designate representative has responsibilities as detailed in the Contract (Attachment A), including being the only MSA representative who can authorize changes to the Contract. MSA may change the Procurement Officer at any time by written notice to the Contractor.

v. Procurement Policies and Procedures – Procurement Policies and Procedures means the rules adopted by the Authority that govern the procurement process that is to be followed by MSA. The Procurement Policies and Procedures are available for review on MSA's website at www.mdstad.com.

w. State – The State of Maryland.

x. Total Bid Price - The Bidder's total price for services in response to this solicitation, included in the Bid in Attachment F – Bid Form, and used in determining the recommended awardee (see IFB Section 1.14).

1.3 Contract Type

The Contract resulting from this solicitation shall be fixed prices as specified on the Bid Form Price Sheet.

1.4 Contract Duration

1.4.1 The Contract that results from this solicitation shall commence as of the earlier of: the issuance by the Procurement Officer of a Notice to Proceed or the date the Contract is signed by the MSA Executive Director following any required approvals of the Contract, including approval by the Authority, if such approval is required ("Contract Commencement").

1.4.2 The Contractor's obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligation are satisfied.

1.5 Procurement Officer, Contract Administrator and Contract Monitors

1.5.1 The sole point of contact for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Sandra Fox, Procurement Officer
Maryland Stadium Authority
Baltimore, Maryland 21201
Office Phone: (410) 223-4130
Email: sfox@mdstad.com

The MSA may change the Procurement Officer at any time by written notice.

1.5.2 The Contract Administrator is:

Jeff Provenzano, Vice President of Facilities
333West Camden Street, Suite 500
Baltimore, Maryland 21230
T-410-223-8008
Email: Jkp@mdstad.com

1.5.3 For OPCY, the MSA Contract Monitor is:

Joe March
Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, Maryland 21230
T-410-333-1560

MSA may change the Contract Administrator/ Contract Monitor at any time by written notice to the Contractor.

1.6 Pre-Bid Conference

A Pre-Bid Conference (the Conference) will be held on **February 21, 2018, beginning at 11:30 a.m., (Local Time),** at the Office of MSA, 333 West Camden Street, Suite 500, Baltimore, MD 21230. All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Bidders known to have received a copy of this IFB. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace. See IFB Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax to (410-333-1888) the Pre-Bid Conference Response Form to Attachment E the attention of the Procurement Officer **no later than 9:00 a.m. Local Time on February 21, 2018.** The Pre-Bid Conference Response Form is included as **Attachment E** to this IFB. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer **no later than February 19, 2018.** MSA will make a reasonable effort to provide such special accommodation.

- All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.

1.7 eMarylandMarketplace

Each Bidder is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Bid submission to this IFB.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the MSA website (www.mdstad.com and click on contracting opportunities) and possibly other means for transmitting the IFB and associated materials, the solicitation and summary of the Pre-Bid Conference, Bidder questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to https://emaryland.buyspeed.com/bso/login.jsp, click on "Register" to begin the process, and then follow the prompts.

1.8 Questions

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: sfox@mdstad.com. Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Bidders attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (**see above email address**) in a timely manner prior to the Bid due date. **Questions are requested to be submitted at least five (5) days prior to the Bid 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 Bid due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the IFB in sufficient time for the answer to be taken into consideration in the Bid.

1.9 Procurement Method

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

1.10 Bids Due (Closing) Date and Time

Bids, in the number and form set forth in Section 4.4 "Required Bid Submissions," must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, **no later than 11:00 a.m. (Local Time) on February 27, 2018** in order to be considered.

Requests for extension of this time or date will not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in this section will not be considered.

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set for the opening.

Bids may not be submitted by e-mail or facsimile.

Vendors 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, etc.). This form is located in the IFB immediately following the Title Page (page ii).

1.11 Multiple or Alternate Bids

Multiple and/or alternate Bids will not be accepted unless otherwise invited in the solicitation documents.

1.12 Opening and Recording of Bids

1.12.1 Opening and Recording. Bids and timely modifications to Bids shall be opened publicly, at the time, date and place designated in the IFB. The name of each Bidder, the total Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise made available.

1.12.2 The Bid Opening shall occur at the location of MSA, 333 West Camden Street, Suite 500 Baltimore, MD 21201. The name of each Bidder, its Total Bid Price, and such other information as is deemed appropriate, shall be read aloud or otherwise made available.

1.13 Confidentiality of Bids

The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.
For requests for information made under the Public Information Act (PIA), the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

1.14 Award Basis

The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Bid Price for providing the goods and services as specified in this IFB. The most favorable Total Bid Price will be the lowest price total on **Attachment F** - Bid Form

1.15 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

1.16 Duration of Bid

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date of the Bids. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

1.17 Revisions to the IFB

If it becomes necessary to revise this IFB before the due date for Bids, the MSA shall endeavor to provide addenda to all prospective Bidders that were sent this IFB or which are otherwise known by the Procurement Officer to have obtained this IFB. In addition, addenda to the IFB will be posted on the MSA's procurement web page and through eMM. It remains the responsibility of all prospective Bidders to check all applicable websites for any addenda issued prior to the submission of Bids.

Acknowledgment of the receipt of all addenda to this IFB issued before the Bid due date shall be included in the Transmittal Letter accompanying the Bidder's Bid. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be rejected as being non-responsive to the requirements of the IFB.

1.18 Cancellations Acceptance, Minor Irregularities and Discussions

The MSA reserves the right to cancel this IFB, accept or reject any and all Bids, in whole or in part, received in response to this IFB, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Bidders in any manner necessary to serve the best interests of MSA. The MSA also reserves the right, in its sole discretion, to award a Contract based upon the bids received without prior discussions.

1.19 Incurred Expenses

The MSA will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to submitting a Bid in response to this solicitation.

1.20 Protest/Disputes

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

1.21 Bidder Responsibilities

The selected Bidder shall be responsible for rendering services for which it has been selected as required by this IFB. All subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bidder's Bid. 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) of this IFB.

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as 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 Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Bid shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.22 Substitution of Personnel

If the solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Monitor, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the MSA's remedies under the Contract or which otherwise may be available at law or in equity.

1.23 Mandatory Contractual Terms

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract, attached herein as **Attachment A**. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. **Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.**

1.24 Bid/Proposal Affidavit

A Bid submitted by a Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this IFB.

1.25 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award.

1.26 Compliance with Laws/Arrearages

By submitting a Bid in response to this IFB, the Bidder, 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 Bidder 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 that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.27 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State MSA of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is http://sdatcert3.resiusa.org/ucc-charter/ .

It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of Bids. A Bidder's failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

1.28 False Statements

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

1.28.1 In connection with a procurement contract a person may not willfully:

(a) Falsify, conceal, or suppress a material fact by any scheme or device;
(b) Make a false or fraudulent statement or representation of a material fact; or
(c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.28.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.28.3 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 years or both.

1.29 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding $200,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/X-1020130407.pdf

1.30 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 Minority Affairs (GOMA) 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 must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see **Attachment A**). Additional information is available on GOMA's website at: http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs_000.pdf

1.31 Electronic Procurements Authorized

A. MSA may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.

C. "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/bso/), and electronic data interchange.

D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:

   (a) the solicitation (e.g., the IFB/RFP);
   (b) any amendments;
   (c) pre-Bid/Proposal conference documents;
   (d) questions and responses;

(e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
(f) notices of award selection or non-selection; and
(g) the Procurement Officer's decision on any Bid protest or Contract claim.

2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:

(a) ask questions regarding the solicitation;
(b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
(c) submit a "No Bid/Proposal Response" to the solicitation.

3. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

1. submission of initial Bids or Proposals;
2. filing of Bid Protests;
3. filing of Contract Claims;
4. submission of documents determined by the MSA to require original signatures (e.g., Contract execution, Contract modifications, etc.); or

5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.

F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or 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.

1.32 Intentionally Omitted

1.33 Indemnification/Liability

1.33.1 The Contractor shall indemnify and save harmless MSA, the Baltimore Orioles Limited Partnership ("Orioles") and its agents and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which each may be subjected by reason of injury (including death) to persons or damage property, resulting from Contractor's performance of work specified herein or performed under this Contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, or be against, suffered or sustained by MSA, the Baltimore Orioles and its agents and employees, or be against, suffered or sustained by other corporations and persons to whom MSA, the Orioles and its agents and employees, may become liable therefore, except that Contractor shall not indemnify and save harmless the MSA, the Orioles and its agents and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of the MSA, the Orioles.

1.34 Living Wage Requirements

Living Wage Requirements are not applicable for this contract.

1.35 Intentionally Omitted

1.36 Conflict of Interest Affidavit and Disclosure

Bidders/Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with their Bid/Proposal. All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract may be required to complete agreements substantially similar to **Attachment I** Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.37 Intentionally Omitted

1.38 General Conditions for Contract

1.38.1 The contract resulting from this IFB will be subject to MSA's General Conditions. A copy is attached hereto as **Attachment L**.

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

The Consultant 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.

1.40 Tax Exemption

The State is generally exempt from federal excise taxes, and District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Consultant 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.

1.41 Sustainability Policies

1.41.1 The MSA is committed to procuring all supplies, services, maintenance, construction and architect-engineer services in a manner consistent with the promotion of sound environmental practices. Moreover, Camden Yards Sports Complex has adopted certain policies and procedures in furtherance of its LEED certification endeavor. In connection therewith, all goods and services provided in response to this solicitation shall conform to the policies attached hereto as **Attachment P** as applicable.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Bidder Minimum Qualifications

The Bidder must complete a Contractor's Experience and Qualifications Form, Attachment G and submit it along with other documents in Sections 4.1. Bidder must provide a minimum of three (3) references of work performed of a similar nature as requested in this IFB. The Procurement Officer or representative, on behalf of MSA, may or may not contact any or all of the cited References, and in addition, may contact any other reference of choice. These Minimum Qualifications are requirements that must be met by a vendor in order to submit a Bid, including any licensures or certifications, years of experience, etc. These are not to be service requirements or deliverables under the Contract.

The Bidders must provide proof with its Bid that the following Minimum Qualifications have been satisfied:

2.1.1 Bidder must have three (3) years minimum experience in providing the services of the type and size at commercial facilities. The experience must have been within the past five (5) years. The experience officially gained prior to the formation of a corporation or other business entity may be considered when evaluating responsibility.

2.1.2 Bidders must be registered to do business in the State of Maryland before a contract can be awarded and in good standing.

2.1.3 The successful bidder must be licensed in the State of Maryland to provide such services. Proof of current State license must be submitted with the bid.

2.1.4 Employees and subcontractors proposed to perform work on this contract must have a minimum of three (3) years experience installing video replay systems.

NOTE: A Bidder meeting the minimum requirements does not guarantee that the Bidder will be deemed responsible or have its Bid deemed acceptable.

SECTION 3 – SCOPE OF WORK

3.1 Purpose

The Maryland Stadium Authority (MSA) is issuing this IFB to obtain a highly qualified contractor to replace the existing 6-channel (4-in, 2 out) video replay system in the Scoreboard Control Room in Oriole Park at Camden Yards.

3.2 Scope of Work - Requirements

The Contractor shall furnish all necessary material, labor, and equipment required to replace the existing 6-channel video replay system.

3.2.1 Performance Specifications:

Device must be a broadcast-grade industry standard rack-mountable slow-motion playback clipping & playback operator station, operable by GUI via KVM or direct, with at least 4 channels in and 2 channels out.

Record: minimum 4 channels 1080i at 59.94 HDSDI
Playback: minimum 2 channels 1080i at 59.94 HDSDI
Storage: minimum 1 TB

3.2.2 Required Features:

- Option for separate clip tagging and managing metadata
- File export features noted below
- Binning and banking of clips needed for export
- Synchronous and independent playback between channels
- Clip information should include clip name, duration, countdown via multiviewer
- Should have dedicated remote control slow motion controller
- LTC timecode-capable
- House reference synch: burst or tri-level
- Touchscreen control with touchscreen monitor if available.

3.2.3 Transcode Engines:

- ProRes 4:2:2
- MPEG2i
- XDCAM50
- H264
- DVC Pro

3.2.4 Recommended vendor solutions:

- Evertz DC-418E DreamCatcher with Evertz Dreamcatcher DC-RCP-10 Remote Control Panel (w/ LED Screen, J/S Knob, Fader Bar), and compatible touchscreen monitor.
- Approved alternate

3.2.5 Commissioning: 1 DAY **

3.2.6 Operator & Maintenance Training: 1 DAY **
** Training costs should include all travel expenses.

NOTE:

Voluntary Alternates. Base bids are requested in accordance with the specifications above. Voluntary alternates that in a bidder's judgment will result in an equally satisfactory job may be considered. Such alternates are to be described in detail, together with any addition or deduction to the base price, to permit proper evaluation. MSA has final approval over any and all alternates proposed.

3.3 Contractor's Work Force

3.3.1 Contractor shall provide a work force sufficient to complete the work as it is specified.

3.3.2 Contractor shall report without delay any damage to MSA equipment or property and shall be held responsible for the repair and/or replacement of any such damage caused by his/her crew or equipment.

3.4 Working Hours

3.4.1 Regular working hours shall mean between 7:00 a.m. and 5:00 p.m., Monday through Friday, MSA holidays and weekends excluded or as agreed to by the Contractor and MSA.

3.5 Coordination/Planning

3.5.1 All work must be conducted in a manner that meets the approval of MSA. There may be meetings on-site between the Contractor and Contract Monitor to certify the accomplishment of work. Any specific problem area which does not meet the contract requirements set forth herein shall be called to the attention of the Contractor along with the action required to satisfy the requirements.

3.5.2 MSA reserves the right to perform similar work by MSA forces or other contractual means in the immediate vicinity or adjacent to the work being performed by the Contractor.

3.6 Contractor's Use of Premises

3.6.1 The Contractor shall limit his use of the premises to the work indicated, so as to allow for MSA occupancy and use.

3.6.2 The Contractor shall confine operations at the site to the areas permitted under the contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. The Contractor shall conform to site rules and regulations affecting work while engaged in contract work.

3.7 Protection of Work/MSA Property

3.7.1 The Contractor shall provide all necessary protection of completed work to prevent damage from other work in adjacent areas.

3.7.2 Any fixtures and equipment in the work area shall be covered/protected by the successful bidder at his/her expense.

3.8 Cleaning

3.8.1 The Contractor shall maintain the work areas clean of debris at all times. Upon completion of any work project, the Contractor shall remove remaining excess materials, waste, rubbish, debris, and construction and installation equipment from the premises immediately. Any debris, dirt or stains caused by the work shall be promptly removed. Requests to leave materials, waste, rubbish, debris, and construction and installation equipment on site longer than eight (8) hours must be approved in writing by MSA in advance.

3.9 Safety

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

3.10 Intentionally Omitted

3.11 Security Requirements

3.11.1 **Employee Identification**

(a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on MSA premises. Upon request of authorized MSA personnel, each such employee or agent shall provide additional photo identification.

(b) At all times at any facility, the Contractor's personnel shall cooperate with MSA site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

3.12 Insurance Requirements

3.12.1 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:

3.12. 1.1 It is preferred that the general aggregate limit apply separately to this contract;

3.12.2 Premises/Operations;

3.12.3 Actions of Independent Contractors;

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

3.12.5 Contractual liability assumed under this contract;

3.12.6 Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section).

3.12.7 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**.

3.12.8 The Contractor and its subcontractors shall maintain Worker's Compensation Insurance as required by Maryland law.

3.12.9 The coverages listed above shall be written for not less than the following limits of liability. Limits can be furnished by a combination of primary and excess (umbrella) policies.

Commercial General Liability Insurance including all extensions –
$1,000,000 each occurrence;
$1,000,000 personal injury;
$1,000,000 products liability;
$1,000,000 general aggregate

Business Automobile Liability -
$1,000,000 each accident

Worker's Compensation Insurance – statutory requirements. Employers liability insurance - $1,000,000 each accidental injury; and $1,000,000 each employee, $1,000,000 policy limit for disease.

3.12.10 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.

3.12.11 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 or obligation imposed upon either or both of them by the provisions of the Contract Documents.

3.12.12 NAMED ADDITIONAL INSUREDS. MSA, the Baltimore Orioles Limited Partnership and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverages except Worker's Compensation, and the certificates of insurance (or certified policies, if requested) must so indicate through inclusion of appropriate endorsement. Coverage afforded under this paragraph shall be primary to any other insurance or self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.

3.12.13 Insurance coverages required herein shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the Contract term, MSA shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to MSA for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at the time of termination.

3.12.14 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude MSA from supervising or inspecting the operations of the contractors as the end result.

3.12.15 The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall be as fully responsible to MSA for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

3.12.16 TORT CLAIMS ACT. It is agreed that the Contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against MSA, any immunity of the insured from tort liability (including Maryland Tort Claims Act), including any limitation of liability, unless requested by MSA.

3.12.17 The Contractor shall furnish subcontractors' certificates of insurance to MSA upon request.

3.13 Invoicing

3.13.1 **General**

(a) All invoices for services shall be signed by the Contractor and emailed to invoices@mdstad.com. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number;
- MSA assigned Contract number;
- MSA (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.
- Work Order number

- MSA's address (Maryland Stadium Authority, 333 West Camden Street, Suite 500, Baltimore, Maryland 21201). Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

(b) The MSA reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide MSA with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also see the "Living Wage" provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. Any action on the part of the MSA, 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 21.10.02.

(c) 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.

3.13.2 **Invoice Submission Schedule**

The Contractor shall submit monthly invoices.

SECTION 4 – BID FORMAT

4.1 One Part Submission

Bidders should submit its Bid, along with Additional Bid Submissions (see Section 4.4) in a single sealed package/envelope.

4.2 Labeling

Each Bidder is required to label the sealed Bid. The Bid shall bear the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

4.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form Price Sheet (**Attachment F**). Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter, or leave blank any items on the Bid Form Price Sheet or include additional clarifying or contingent language on or attached to the Bid Form. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the MSA.

4.4 Additional Bid Submissions

4.4.1 Transmittal Letter:

A Transmittal Letter should be submitted with the Bid. The purpose of this letter is to transmit the Bid and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. The Transmittal Letter should include the following:

- Name and address of the Bidder;
- Name, title, e-mail address, and telephone number of primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number (SSN);
- Bidder's eMM number;
- Bidder's MBE certification number (if applicable);
- Acceptance of all Contract terms and conditions (see Section 1.23).
- **NOTE: Exceptions to terms and conditions may result in having the Bid deemed unacceptable or classified as not reasonably susceptible of being selected for award.**
- Acknowledgement of all addenda to this IFB.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included (see Section 1.13 "Confidentiality of Bids").

In addition, the Transmittal Letter shall indicate whether the Bidder is the subsidiary of another entity, and if so, whether all information submitted by the Bidder pertains exclusively to the Bidder.

4.4.2 Completed Attachments (Submit three (3) copies of each with original signatures).

a. Completed Bid Form (**Attachment F**).
b. Completed Bid/Proposal Affidavit (**Attachment B**).
c. Contractor Experience and Qualification Statement (**Attachment G**).
d. Completed Conflict of Interest Affidavit and Disclosure (**Attachment I).**
e. Signed Acknowledgement of all Addenda, if any.

4.4.3 Legal Action Summary:

This summary shall include:

i. A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;
ii. A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;
iii. A description of any judgments against the Bidder within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court; and
iv. In instances where litigation is on-going and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.4.4 Intentionally Omitted

4.4.5 Subcontractors:

Upon request by MSA, the apparent awardee shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform.

4.5 Reciprocal Preference

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

- The Maryland resident business is a responsible Bidder;
- The most advantageous Bid is from a responsible Bidder whose principal office or principal operations through which it would provide the services required under this IFB is in another state;
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The Maryland resident preference does not conflict with a federal law or grant affecting the procurement Contract.

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

4.6 Delivery

Bidders may either mail or hand-deliver Bids.

4.6.1 For U.S. Postal Service deliveries, any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use

Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit and a Bidder using first class mail will not be able to prove a timely delivery at the mailroom.

4.6.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Bidder. For any type of direct (non-mail) delivery, a Bidder is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

4.7 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each with original signatures.

a. signed Contract (**Attachment A**),
b. completed Contract Affidavit (**Attachment C**),
c. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.12 "Insurance Requirements," listing MSA, the Baltimore Orioles Limited Partnership and the State of Maryland as an additional insured.

4.8 Vendor Responsibilities

4.8.1 The Procurement Officer shall make purchases from and award contracts only to responsible contractors.

4.8.2 In the absence of information clearly indicating that the prospective contractor is responsible, the Procurement Officer shall make a determination of non-responsibility.

4.8.3 Factors to be used in determining whether a vendor is responsible may include, but are not limited to:

4.8.3.1 Financial resources adequate to perform the contract, or the ability to obtain them;

4.8.3.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

4.8.3.3 A satisfactory performance record;

4.8.3.4 A satisfactory record of integrity and business ethics;

4.8.3.5 The necessary organization, experience, accounting and operational Controls, and technical skills, or the ability to obtain them;

4.8.3.6 Compliance with applicable licensing and tax laws and regulation;

4.8.3.7 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them;

4.8.3.8 Other qualifications and eligibility criteria necessary to receive and award under applicable laws and regulations.

4.8.4 If the Procurement Officer determines that the price bid or offer by a prospective contractor is so low as to appear unreasonable or unrealistic, the Procurement Officer may determine the prospective contractor to be non-responsible.

4.8.5 The prospective contractor shall promptly supply information requested by the Procurement Officer regarding the responsibility of the prospective contractor.

4.8.6 If the prospective contractor fails to supply the information as requested, the Procurement Officer shall make the determination of responsibility or non-responsibility based upon available information.

4.8.7 The Procurement Officer may use the following sources of information, as appropriate, to support determinations of responsibility or non-responsibility:

4.8.7.1 The Maryland State Board of Public Works list of Businesses and Persons Suspended or Debarred;

4.8.7.2 Records, past performance, and experience data, including verifiable knowledge of MSA personnel;

4.8.7.3 Being in good standing with the State, including information supplied by the prospective contractor, including bid or proposal information, questionnaire replies, financial data, information on production equipment, and personnel information.

4.8.7.4 Federal disqualification listing of ineligible and debarred contractors.

IFB ATTACHMENTS

ATTACHMENT A – Contract
This is the sample contract used by MSA. It is provided with the IFB for informational purposes and is not required to be submitted at Bid submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer two (2) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit
This form must be completed and submitted with the Bid.

ATTACHMENT C – Contract Affidavit
This form must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT D –Intentionally Omitted

ATTACHMENT E – Pre-Bid Conference Response Form
It is requested that this form be completed and submitted as described in Section 1.6 by those potential Bidders that plan on attending the Pre-Bid Conference.

ATTACHMENT F – Bid Form Instructions and Bid Forms
The Bid Forms must be completed and submitted with the Bid.

ATTACHMENT G – Contractor Qualifications Statement
The Bid Form must be completed and submitted with the Bid.

ATTACHMENT H – Intentionally Omitted

ATTACHMENT I – Conflict of Interest Affidavit and Disclosure
This form must be completed and submitted with the Bid.

ATTACHMENT J –Intentionally Omitted

ATTACHMENT K – Intentionally Omitted

ATTACHMENT L – General Conditions for Contract

ATTACHMENT M – Intentionally Omitted

ATTACHMENT N – Intentionally Omitted

ATTACHMENT O – Intentionally Omitted

ATTACHMENT P – MSA Sustainability Policy

ATTACHMENT A – CONTRACT

Video Replay System Replacement

THIS CONTRACT (the "Contract") is made this ____ day of _____2018 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 parties agree as follows:

1. Definitions

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

1.1 "Bid" means the Contractor's Bid dated _____.

1.2 "COMAR" means Code of Maryland Regulations.

1.3 "Contract Monitor" means the MSA employee identified in Section 1.5 of the IFB as the Contract Monitor.

1.4 "Contractor" means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

1.5 "MSA" means the Maryland Stadium Authority.

1.6 "IFB" means the Invitation for Bid for the Video Replay System Replacement at Oriole Park at Camden Yards, Solicitation # 18-057, and any addenda thereto issued in writing by the MSA.

1.7 "Procurement Officer" means the MSA employee identified in Section 1.5 of the IFB as the Procurement Officer.

1.8 "State" means the State of Maryland.

2. Scope of Contract

2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract for Video Replay System Replacement at Oriole Park at Camden Yards. in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The IFB including exhibits, attachments, addenda, if any;
Exhibit B – General Conditions for Construction Contracts; and
Exhibit C – The Contractor's Bid.

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the IFB. 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 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in 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 required approvals 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 forces 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 Contractor shall provide services under this Contract as of the commencement of the Contract.

3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract 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 MSA shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the Bid Form Price Sheet (Attachment F). Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract, shall not exceed _____.

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the above specified amount. After notification by the Contractor, if the MSA fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult with the MSA and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete MSA -defined critical work in progress prior to the date the stated amount will be reached; and (b) when applicable secure databases, systems, platforms, and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the MSA's receipt of a proper invoice for services provided by the Contractor, acceptance by the MSA of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. _____ (Contractor's FEIN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 are prohibited. Invoices shall be submitted to the Contract Monitor. 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.

4.4 Contractor's eMarylandMarketplace vendor ID number is _____.

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 MSA and shall be available to the MSA 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, 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 MSA 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 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

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 MSA shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the MSA.

7. Patents, Copyrights, and Intellectual Property

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the MSA to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the MSA alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the MSA against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the MSA: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the MSA the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

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 the implementation of 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) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

8.2 This Section 8 shall survive expiration or termination of this Contract.

9. Loss of Data

In the event of loss of any MSA data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating 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. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

10. Indemnification

10.1 The Contractor shall hold harmless and indemnify the MSA, the Baltimore Orioles Limited Partnership ("Orioles"), and its agents and employees from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the MSA against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the MSA, the Orioles and its respective employees. .

10.3 The MSA has no obligation 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 by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.4 The MSA has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the MSA in the defense or investigation of any claim, suit, or action made or filed against the MSA as a result of, or relating to, the Contractor's performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

11. Non-Hiring of Employees

No official or employee of the MSA, as defined under Md. Code Ann., State Government Article, § 15-102, 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

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

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

13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.

13.3 Any and all references to the Maryland Code, Annotated 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, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any 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 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 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 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 the 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 nonrecurring 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 this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, 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 MSA's option, become 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 the 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 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 in accordance with this clause in whole, or from time to time in part, whenever the 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; provided, 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

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, interruptions, interferences, 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 the MSA, 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 Md. Code Ann., State Finance and Procurement Article, § 11-206, 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 Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, $100,000 or more, shall within 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 the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, §§ 14-101 through 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate $100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (a) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this Contract for a period of five (5) years after final payment by MSA hereunder or any applicable statute of limitations or federal retention requirements (such as HIPAA), whichever is longer, and shall make them available for inspection and audit by authorized representatives of the MSA, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the MSA, without additional compensation, to identify,

investigate, and reconcile any audit discrepancies and/or variances. This Section 24 shall survive expiration or termination of the Contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

25.1 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;

25.2 It is not in arrears with respect to the payment of any monies due and owing the State, 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;

25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

25.4 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.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.

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 Bid/Proposal, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided 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 provided, however, that a contractor may assign monies receivable under a contract after due 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.

28. Liability

28.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:

a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 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, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the MSA is not immune from liability for claims arising under Section 10.

29. Intentionally Omitted

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 at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this 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.

30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the MSA, in all subcontracts.

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 Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 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's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, 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.

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;
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 provision, 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 MSA and the contractor in any other proceeding; or
c. Result in liability against or prejudice the rights of the MSA.

32. Damages

32.1 Intentionally Omitted.

32.2 Direct Damages

32.1.1 MSA may deduct for direct damages sustained as a result of Contractor's failure to perform as required under this Contract.

32.3 Payment Adjustments.

32.3.1 MSA shall notify the Contractor of each payment adjustment due to the imposition of liquidated or direct damages.

32.3.2 MSA shall provide the Contractor with such evidence as MSA determines is adequate to justify each adjustment.

32.3.3 If the Contractor does not agree with the adjustment or the action taken to obtain the adjustment, the Contractor's sole remedy to resolve the issue is as provided in Article 12 (Disputes) of this Contract.

33. Contract Monitor and Procurement Officer

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

34. 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.

35. 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

If to the Contractor: _____
_____
_____
_____

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

CONTRACTOR	MARYLAND STADIUM AUTHORITY
_____	_____
By:	By: Executive Director
_____	_____
Date	Date

ATTACHMENT B – BID/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: _____

Date: _____

SUBMIT THIS AFFIDAVIT WITH BID

ATTACHMENT C – 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 MSA 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 MSA 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, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

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

(i) Notify the procurement officer within 10 days after receiving notice under §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 Bid/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: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

SUBMIT THIS FORM UPON NOTICE OF AWARD OF CONTRACT

ATTACHMENT D – INTENTIONALLY OMITTED

ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM

Solicitation Number 18-057
Video Replay System Replacement
Oriole Park at Camden Yards

A Pre-Bid Conference will be held **February 21, 2018 at 11:30 a.m. (Local Time)** in the Office of MSA, 333 West Camden Street, Suite 500, Baltimore, Maryland 21201. Please return this form by **February 21, 2018 by 9:00 a.m.,** advising whether or not you plan to attend.

Return via e-mail or fax this form to the Procurement Officer:

Sandra Fox
Maryland Stadium Authority
333 West Camden Street
Baltimore, Maryland 21201
Office Phone: (410) 223-4130
Email: sfox@mdstad.com
Fax #:410-333-1888

Please indicate:

_____ Yes, the following representatives will be in attendance:

1.

2.

3.

_____ No, we will not attend.

Please specify whether any reasonable accommodations are requested (see IFB § 1.6 "Pre-Bid Conference"):

_____

Signature Title

_____

Name of Firm (please print)

ATTACHMENT F – BID PRICING INSTRUCTIONS

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form Price Sheet have been prepared. Bidders shall submit their Bid on the Bid Form Price Sheet in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form Price Sheet may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid 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 IFB and may not be contingent on any other factor or condition in any manner.

C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.

D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the MSA** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **$0.00**.

E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.

F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.

G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Bid to be rejected.

H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the MSA and will 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 IFB at the prices entered in the Bid Form.

I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid 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.

J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The MSA does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the MSA.

ATTACHMENT F – BID FORM

The Bid Form Price Sheet shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter or leave blank any items on the Bid Form. Failure to adhere to any of these instructions may result in the bid being determined non-responsive and rejected by the MSA.

Maryland Stadium Authority
Invitation for Bid Project No.: 18-057
CONTRACT TITLE: Video Replay System Replacement
BID DUE DATE: No later than February 27, 2017 by 11:00 a.m. (Local Time)

In response to Invitation for Bids (IFB) MSA Project No.: 18-057 the following bid is submitted by:

Company Name: _____

Printed or Typed Name: _____ Title: _____

Authorized Signature: _____ Date: _____

The **UNDERSIGNED** agrees to furnish all supervision, labor, materials, travel, insurance, equipment and services necessary for Video Replay System Replacement at Oriole Park at Camden Yards as indicated in this IFB, in accordance with the specifications detailed herein and all other contract documents for the prices shown below.

MSA of General Services Certified Small business? _____Yes _____No

Small Business Reserve (SBR) Number: _____

Minority Business Enterprise (MBE) Firm: _____Yes _____No

MBE Certification No.: _____ MBE Classification Code: _____

The **UNDERSIGNED** hereby declares to have carefully examined the specifications and has carefully examined the Contract Documents and inspected the sites where the proposed work will be performed, and has accepted all terms and conditions outlined in the specifications.

The award of this contract will be made to a responsive and responsible vendor whose bid is determined to be the most advantageous to the MSA, in accordance with the specifications outlined within the solicitation.

Note: The Bid Form Price Sheet is a separate attachment and must be downloaded from eMaryland Marketplace (http://emaryland.buyspeed.com/bso/) or the website of MSA (www.mdstad.com and click on "Contracting Opportunities")

ATTACHMENT G – CONTRACTOR'S QUALIFICATIONS STATEMENT

This is a separate attachment and must be downloaded from eMaryland Marketplace (MDD) or the website of MSA (www.mdstad.com and click on "Contracting Opportunities")

ATTACHMENT H – INTENTIONALLY OMITTED

ATTACHMENT I – 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)

SUBMIT THIS AFFIDAVIT WITH BID

ATTACHMENT J – INTENTIONALLY OMITTED

ATTACHMENT K – INTENTIONALLY OMITTED

ATTACHMENT L – GENERAL CONDITIONS FOR CONTRACT

MARYLAND STADIUM AUTHORITY

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MARYLAND STADIUM AUTHORITY
GENERAL CONDITIONS FOR 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. Oriole Park 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

Offer or 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 seg. 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 b 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 Contact 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, 7201Corporate 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 M – INTENTIONALLY OMITTED

ATTACHMENT N – INTENTIONALLY OMITTED

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, Director 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

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 M&T Bank Stadium 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	Brulin / 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 M&T Bank Stadium 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, M&T Bank Stadium 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
    - M&T Bank Stadium 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, M&T Bank Stadium 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
    - M&T Bank Stadium 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

M&T Bank Stadium 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 Performancce 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.