



**MARYLAND STADIUM AUTHORITY
REQUEST FOR PROPOSALS (RFP)
PARKING MANAGEMENT SERVICES
CAMDEN YARDS SPORTS COMPLEX
MSA PROJECT NO. 20-002**

ISSUE DATE: SEPTEMBER 27, 2019

NOTICE TO OFFERORS

All Facilities at the Camden Yards Sports Complex are Non-smoking facilities.

NOTICE

A Prospective Offeror that has received this document from the MSA's website or <https://procurement.maryland.gov>, 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 RFP, should immediately contact the Procurement Officer and provide the Prospective Offerors' name and email address so that addenda to the RFP or other communication can be sent to the Prospective Offeror.

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

VENDOR FEEDBACK FORM

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

Title: Parking Management Services
No: 20-002

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

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

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

E-mail Address: _____

MARYLAND STADIUM AUTHORITY
KEY INFORMATION SUMMARY SHEET

Request for Proposals	Parking Management Services
Solicitation Number:	MSA Project No. 20-002
RFP Issue Date:	September 27, 2019
RFP Issuing Office:	Maryland Stadium Authority
Procurement Officer: e-mail: Office Phone:	Sandra Fox Maryland Stadium Authority 333 West Camden Street, Suite 500 Baltimore, Maryland 21201 sfox@mdstad.com 410-223-4130
Proposals are to be sent through:	The website of Negometrix, MSA's Third Parties e-Procurement System. (See Attachment J – Negometrix Instructions)
Pre-Proposal Conference:	October 10, 2019 at 10:30 a.m. (Local Time)
Questions Due Date and Time	n/a
Proposal Due (Closing) Date and Time:	October 30, 2019, no later than 2:00 p.m. Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page ii).
MBE Subcontracting Goal:	20.5% of the total dollar value of the contract with no subgoals.
Contract Duration:	Three (3) years with two(2) renewal options of one (1) year each Notice to Proceed Date:
Primary Place of Performance:	Camden Yards Sports Complex

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1. Contractor Preferred Qualifications

1.1 Parking Operator Qualifications

Preferred qualifications include at least five (5) prior or existing parking management prime contracts similar in size and scope to Camden Yards Sports Complex, especially those relating to management of parking facilities at major sports venues, such as stadiums and arenas. The experience officially gained prior to the formation of a corporation or other business entity may be considered when evaluating responsibility.

1.2 Offeror shall be able to perform all requirements described in Section 2 of this RFP.

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

1.4 Whether or not an Offeror is qualified for award is at the sole and absolute discretion of the Procurement Officer or designee.

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

2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland Stadium Authority (MSA) is soliciting this Request for Proposals (“RFP”) to obtain a Contractor (“Parking Operator”) that will provide parking management services at the Camden Yards Sports Complex (“CYSC”) in accordance with the Scope of Services set forth in SECTION 2 (the “Services”). CYSC includes Oriole Park at Camden Yards, M&T Bank Stadium, Camden Station and the Camden Yards Warehouse.

2.2 Background and General Information

CYSC includes OPCY, the Camden Yards Warehouse (housing restaurants, catering facilities and 1,000 office workers on a daily basis), M&T Bank Stadium, and the historic Camden Station.

OPCY hosts no less than 81 regular season baseball games per year and includes seating capacity for roughly 48,000 spectators with approximately 1 million square feet of interior space. M&T generally hosts 10-12 NFL games per year, as well as several other seating bowl events. M&T includes seating capacity for nearly 70,000 spectators and encompasses approximately 1.6 million square feet of interior space. Both stadiums are host to other public assembly events throughout the year of varying size and duration, both inside and outside of the respective buildings. More information concerning the MSA and its facilities can be obtained by visiting the MSA website at www.mdstad.com.

The Camden Yards site consists of approximately 85 acres bounded by Russell Street (Maryland Route 295), Camden Street, Interstate Route 395 and Ostend Street. There are approximately 5,000 on-site parking spaces and approximately 3,000 off-site spaces leased by MSA, Baltimore Ravens and Baltimore Orioles. MSA, the Orioles and the Ravens are all interested in maximizing parking revenue and availability.

For informational purposes, the current rates charged for parking at CYSC are as follows:

Monthly Parking Rates (as of 3/2019)

North Warehouse - \$175.00
South Warehouse - \$165.00
East Warehouse - \$165.00
Lot A - \$140.00
Lot B - \$120.00
Lot C - \$120.00

Daily Parking Rates (as of 3/2019)

Warehouse Lots – Up to 1 hour \$5.00, 1-2 hours \$10.00, 2-12 hours \$15.00, 12-24 hours \$25.00,
Mondays – Fridays before 5:00pm
\$10.00 (Flat Rate) after 5pm Mondays – Fridays and all day on Saturdays and Sundays

Lot A - Up to 1 hour \$5.00, 1-2 hours \$10.00, 2-12 hours \$15.00, 12-24 hours \$25.00, Mondays –
Fridays before 5:00 p.m.
\$10.00 (Flat Rate) after 5pm Mondays – Fridays and all day on Saturdays and Sundays

Lot C - Mondays – Fridays in before 9:00 a.m. out by 6:00 p.m \$10.00 flat rate (Early-Bird). Up to 1 hour \$5.00, 1-2 hours \$10.00, 2-12 hours \$15.00, 12-24 hours \$25.00, \$10.00 (Flat Rate) after 5pm Mondays – Fridays and all day on Saturdays and Sundays
Oversized Vehicles- \$30.00/day and \$40.00/overnight, \$70 total charge for 24 hour period.

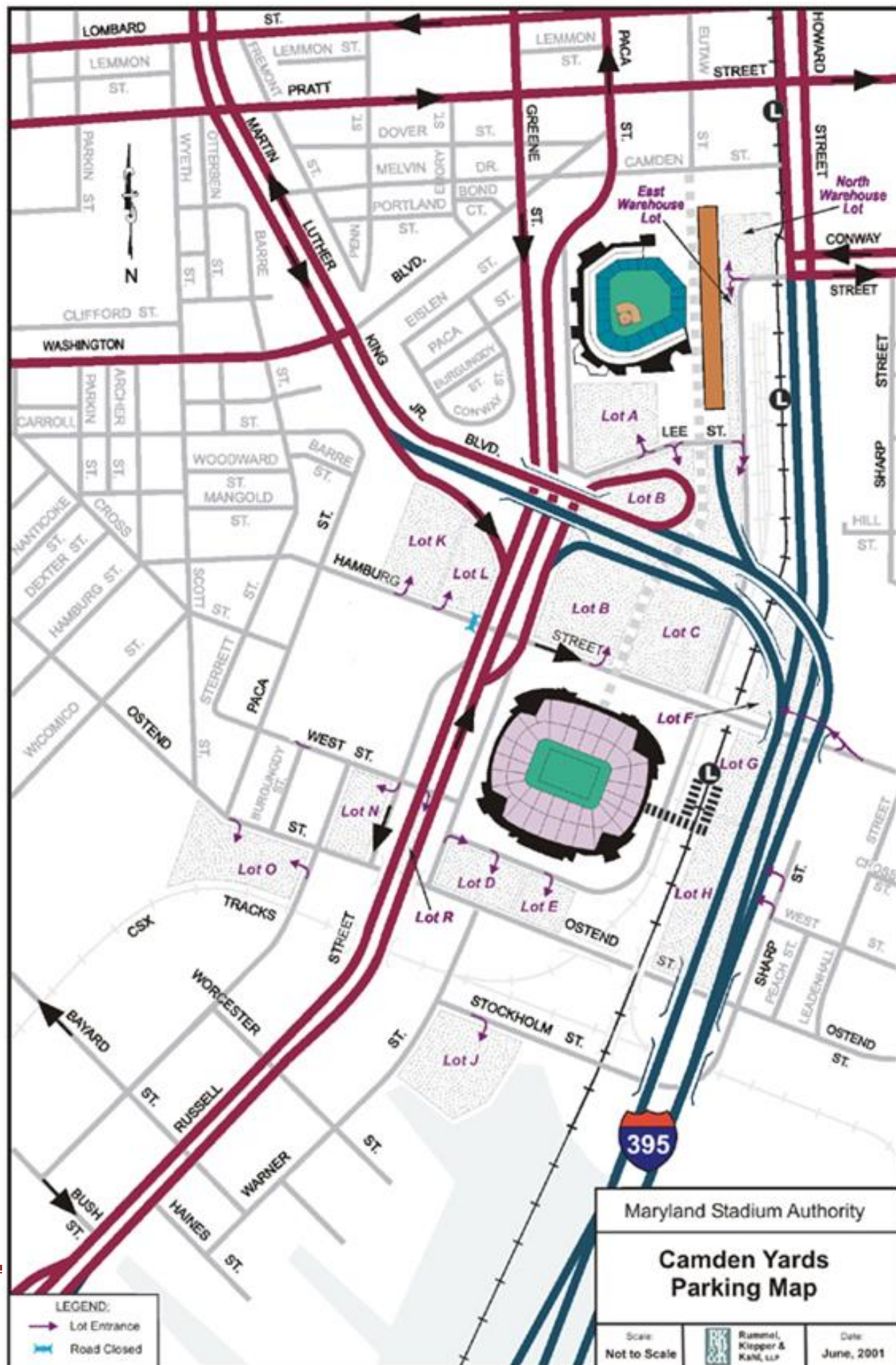
Event Parking Rates:

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

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

A parking lot map illustrating the various parking lots used by MSA, the Orioles and/or the Ravens at CYSC is provided below.

- 2.1.2 MSA intends to award a Contract to the Offeror whose proposal is deemed most advantageous to MSA. However, MSA reserves the right to make multiple awards as a result of this solicitation.
- 2.1.3 Contractor expressly acknowledges that MSA is relying on Contractor's professional expertise in performance of Services to achieve and maintain contract intent.



The Orioles and the Ravens have certain rights with respect to the operation of the Parking Facilities during the games and related events. Among other things, these include, but are not limited to, the following, with concurrence of the MSA, to:

- a) set the price to be charged for parking at games and related events;
- b) sell parking passes to season ticket holders;
- c) provide special parking privileges (including special parking locations) to occupants of private boxes and club seating;
- d) receive parking revenues and pay operating expenses and parking taxes in connection with games and related events;
- e) use, at no cost, a certain number of parking spaces on-site, the number of which varies throughout the year, (including short term parking spaces made available free to customers who are purchasing tickets at on-site ticket windows); and
- f) request modifications in personnel and operations under certain circumstances.

Under the teams' respective lease agreements, the Parking Facilities must be cleared of substantially all vehicles and be made available to stadium patrons at least 90 minutes prior to the starting time of all baseball and football games.

MSA owns the revenue and access control equipment at CYSC. At present the equipment in use is Scheidt and Bachman, however beginning January 1, 2020 the equipment will be replaced with Amano.

MSA also owns the "pay and display" equipment located in the North and East Warehouse parking lots. There are two units located in the North Warehouse lot and one located on the East Warehouse curb. The equipment manufacturers are Cubic and Lexis.

The two-way radios and repeater used by the Parking Operator are owned by MSA, but maintained by parking operator.

2.3 Responsibilities of Parking Operator

The responsibilities of the Parking Operator shall perform all tasks and do all things required for the proper operation of the Parking Facilities and Off-site Parking Facilities in order to meet the requirements of the Management Agreement, including, but not limited to the following:

2.3.1 Parking Management Services

- 2.3.1.1 Developing parking operations plans for both stadium events and non-stadium event operations;
- 2.3.1.2 Managing, operating, and maintaining the MSA parking lots and equipment;
- 2.3.1.3 Providing quality customer service to include the close coordination with tenants, lessors and other appropriate city and state agencies;
- 2.3.1.4 Evaluating and assisting in the leasing of additional parking lots in the vicinity of the Camden Yards Sports Complex; and
- 2.3.1.5 Recommending infrastructure improvements and/or physical control/audit equipment for each parking lot in order to maximize receipts from such lots.

2.3.2 Consulting Services

The selected Offeror may provide consulting services to MSA that may likely include:

- 2.3.2.1 Preparing traffic management/operations plans ("Operations Plan") for both stadiums events and normal operation of the parking lots,
 - 2.3.2.1.1 The Operations Plan would address access and egress to and from the stadium lots, methods of payment, and revenue and cost accounting, staffing and personnel requirements, locations for specially permitted parkers (season ticket holders, etc.), parking enforcement, and other pertinent issues to include lot **transition from daily/monthly parking to event parking**. This Operations Plan must be coordinated with the MSA, the Ravens, the Orioles, the Maryland Department of Transportation and the Baltimore City Department of Transportation. MSA shall have the right to approve or reject the plan; in doing so, MSA's decisions shall be based, in part, on the Orioles' and Ravens' rights to concur with the plan.
 - 2.3.2.1.2 In preparing this plan, the Parking Operator could propose modifications to the current design of the MSA parking lots, and could recommend traffic control measures to be utilized by City and State agencies responsible for traffic management off site.
 - 2.3.2.1.3 It is intended that consulting services related to the traffic Operations Plan continue beyond the initial preparation of the Operations Plan; it is expected that on-site operations will be modified and refined and that occasional consulting services will be necessary on a continuing basis.
- 2.3.2.2 Providing advice to MSA with regard to possible contracting with off-site parking garage and lot operators and owners to supply parking spaces for stadium event patrons.

2.3.3 Adhering to MSA Work Schedule

The selected Parking Operator shall operate and maintain the parking lots at all times whether or not there are events being conducted. The hours of operation shall be determined by the MSA. It is required that the facility be operated in a first class, clean, safe, attractive, convenient, and courteous manner while at the same time maximizing efficient traffic operations, and income.

2.3.4 Staffing

In carrying out the responsibilities of the items above, the Parking Operator shall:

- 2.3.4.1 Provide sufficient staff necessary to operate the lots during both stadium and non-stadium events. Staff shall include attendants, pedestrian/vehicular point control personnel at several locations, accounting and supervisory staff, etc. In the Financial Proposal worksheets, MSA has identified several staffing categories that have been traditionally utilized by parking operator's at CYSC. For your reference, a brief explanation of the roles and responsibilities of those identified is provided below:

- 2.3.4.1.1 Assistant Manager – Assist in development, implementation and opportunities maximizing the use of available parking. Assume manager duties as required.
- 2.3.4.1.2 Bookkeeper – Maintain an accurate and systematic record of business transactions, including revenue accountability.
- 2.3.4.1.3 Cashier – Individuals that sell parking to customers, collect money and issue receipts.
- 2.3.4.1.4 Customer Service Coordinator/Ticket Auditor – Represent the Parking Operator in matters dealing with the general public; Responsible for the reconciliation of cash receipts and ticket sales.
- 2.3.4.1.5 Event Manager – A part-time position to supervise a specific event, game or function.
- 2.3.4.1.6 Field Auditor – Audits parking lots to verify actual number of vehicles parked with ticket sales and cash receipts.
- 2.3.4.1.7 Lot Director – Provides in-lot traffic direction. This individual is assigned duties within the lot to direct cars into parking aisles/spaces.
- 2.3.4.1.8 Lot Attendant – Controls access to the North Warehouse or other designated parking lots not equipped with automated access revenue control equipment.
- 2.3.4.1.9 Manager – Responsible for the development, implementation and operation of a cost effective parking program for CYSC. Prepare and distribute an annual operations plan for baseball, football and year round operations in coordination with city, State and private sector counterparts.
- 2.3.4.1.10 Maintenance Worker – Responsible for repairing and maintaining parking lots and parking lot equipment.
- 2.3.4.1.11 Money Counter – Counts and verifies cash receipts.
- 2.3.4.1.12 Scheduling Officer – Responsible for scheduling specified number of Traffic Control Officers for games and events.
- 2.3.4.1.13 Supervisor – Supervises Lot Directors and ensures smooth operation of assigned parking lots.
- 2.3.4.1.14 Traffic Control Officer – Provides street traffic direction. Traffic Control Officers are ordinarily off-duty police officers assigned to directing traffic on streets, intersections and pedestrian crosswalks requiring a greater degree of skill in traffic control.

2.3.4.2 Hire, train, and supervise all personnel necessary for the efficient and courteous operation of the facility. MSA shall have the right to require Parking Operator to remove any parking employee who, in the judgment of MSA, the Orioles or Ravens, is discourteous to patrons or who disrupts the smooth operation of the Parking Facilities or the Off-site Parking Facilities, provided that such removal is not in violation of any laws.

2.3.4.3 Provide only competent and satisfactory personnel;

2.3.4.4 Require the staff to participate in customer relations training programs administered by the Orioles and Ravens;

2.3.4.5 Project Manager shall be solely dedicated to managing the parking operations at the Camden Yards Sports Complex;

2.3.4.6 Require all parking employees to be attired in uniforms approved by MSA at all times while on duty.

2.3.5 Maintaining Parking Lot

2.3.5.1 Make physical improvements, repairs and maintenance as may be necessary or appropriate to assure attractive, clean, safe facility and efficient operations;

2.3.5.2 Recommend physical improvements, e.g. booths, gates, vehicle counting and capacity monitoring devices, and communications equipment, and any on-site signage, which may be required in excess of that originally installed by MSA;

2.3.5.3 Assure the effectiveness of the on-site monitoring of vehicle arrival and the coordination of this information with those providing variable message signage on downtown streets and highways;

2.3.5.4 Provide routine maintenance and cleaning of the parking lots, vehicular ramps and pedestrian footway to include: painting, striping, trash removal, and regular vacuum sweeping; and

2.3.5.5 Snow removal and chemical treatment of the parking lots and access roadways leading to those lots on stadium property.

2.3.6 Maintaining Records and Reporting

2.3.6.1 Provide MSA with true, correct and complete payroll records for the Parking Facilities and the Off-site Parking Facilities in a form reasonably satisfactory to MSA, once a month;

2.3.6.2 Maintain all daily reports, tickets, vouchers, receipts, invoices, bills, agreements, checks, canceled checks, check stubs and all other books, records, papers and documents relevant to the management and operation of the facilities. Parking Operator is responsible for maintaining the PCI compliance for credit cards transactions at the appropriate level.

2.3.6.3 Submit monthly reports to MSA with respect to revenues collected directly for the Parking Facilities for:

- 2.3.6.3.1 MLB Events and Non-MLB Events;
- 2.3.6.3.2 The Orioles;
- 2.3.6.3.3 NFL Events and Non NFL Events; and
- 2.3.6.3.4 The Ravens.

2.3.7 Purchasing Supplies

Purchase all necessary supplies and materials, including, but not limited to:

- 2.3.7.1 Parking tickets;
- 2.3.7.2 Employee uniforms; and
- 2.3.7.3 Janitorial supplies.

2.3.8 Communicating with MSA

2.3.8.1 MSA shall be promptly informed about all repairs which need to be made to the Parking Facilities or the Off-Site Parking Facilities, including but not limited to: filling in potholes, changing signs; replacing mercury or sodium lighting tubes and ballasts;

2.3.8.2 Parking Operator shall not make any alterations or improvements to the Parking Facilities or the Off-site Parking Facilities, including but not limited to directional signage or parking rate information, without the prior written approval of MSA.

2.4 Responsibilities of MSA

Responsibilities of MSA shall include, but will not be limited to:

- 2.4.1 Repaving of any lots that might be required;
- 2.4.2 Maintaining sidewalks and curbs, drainage systems, landscaping and parking lot lighting (including light poles);
- 2.4.3 Providing adequate storage space for all records, including but not limited to parking tickets and parking passes;
- 2.4.4 Approving uniforms purchased by Parking Operator for employees;
- 2.4.5 Providing security of persons and/or property on the Parking Facilities as defined in the Management Agreement;
- 2.4.6 Maintaining the Port-a-Potties in the lots; and
- 2.4.7 Providing radios for the operations.

Note: It is the operator's responsibility to safely and securely transport money in its care. MSA will not provide money drop escorts.

2.5 Parking Operator's Compensation

The Parking Operator shall be compensated in accordance with the Management Agreement. The Management Agreement provides that the Parking Operator shall be paid a management fee and shall be reimbursed for certain costs, including payroll and other operational costs, as agreed upon in the Operating Budget. MSA will not be responsible for assisting with start-up costs to the successful offeror. Offerors should read the Management Agreement carefully to ensure understanding of the terms and conditions of the contract.

2.6 Contract Termination

2.6.1 MSA shall have the right to terminate the contract in accordance with its terms as set forth in Attachment M.

2.6.2 If the contract is terminated, Contractor agrees to take action reasonably necessary to cause an orderly cessation and transition of Services to MSA or another Contractor designated by MSA without detriment to rights of MSA or to continued operation of Property including, but not limited to, refraining from any interference or disruption of occupants or other contractors. Without limiting generality of foregoing, Contractor shall immediately deliver to MSA all reports, records, as-built wiring diagrams, portable electronic diagnostic devices, access codes, and other materials and documentation related to and required to facilitate Services required by the contract. MSA shall withhold payments due Contractor until receipt of required information and devices.

2.7 MSA's Right to Audit

2.7.1 MSA reserves the right to make, or cause to be made, such audits and tests whenever necessary to ascertain that Services are being fulfilled. Deficiencies noted shall be submitted, in writing, to the Contractor. Contractor shall expeditiously correct deficiencies within thirty (30) working days at its expense.

2.7.2 A qualified consultant acceptable to both parties may be retained by MSA to perform audit of Services and mediate disputes.

2.8 Contract Cancellation

2.8.1 MSA shall have the right to cancel the contract in accordance with its terms as set forth in Attachment A.

2.8.2 If the contract is cancelled, Contractor agrees to take action reasonably necessary to cause an orderly cessation and transition of Services to MSA or another Contractor designated by MSA without detriment to rights of MSA or to continued operation of Property including, but not limited to, refraining from any interference or disruption of occupants or other contractors. Without limiting generality of foregoing, Contractor shall immediately deliver to MSA all reports, records, as-built wiring diagrams, portable electronic diagnostic devices, access codes, and other materials and documentation related to and required to facilitate Services required by the contract. MSA shall withhold payments due Contractor until receipt of required information and devices.

2.9 Notices

- 2.9.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the parties to the contractor such other address as the parties may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first-class pre-paid letter, email or facsimile transmission, and shall be deemed to have been served by hand when delivered, if by first class mail forty-eight (48) hours after posting, and if by email or facsimile transmission when dispatched, provided that a confirming copy is sent by first class pre-paid post to the other party at the address specified within twenty-four (24) hours after transmission.
- 2.9.2 Each party will notify the other when they become aware of the death or injury to any person or damage to property arising from the use of the Equipment

2.10 Security

- 2.10.1 Contractors badges are not admission to baseball or football game(s).
- 2.10.2 It is a requirement that team leaders/supervisors be proficient in reading, writing and speaking the English language.
- 2.10.3 The Contractor's employees shall be required to sign in daily at the service level security checkpoint to receive a work credential. Only employees with a valid ID will be issued a credential.

2.11 Safety and Damages

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

2.12 Changes to Scope of Services

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

- 2.12.1 Cost of labor (including base labor rate, insurance, taxes and fringe benefits). A fee of up to 10% may be added to bare costs to cover supervision, overhead, profit and general expenses.
- 2121.2 Cost of material. Show material costs at trade wholesale prices. A fee of up to 10% may be added to wholesale costs.
- 2.12.3 Cost of bonds and special insurance & taxes. No markup allowed.
- 2.12.4 Itemize Subcontractor and supplier prices in the same manner as the Contractor.
- 2.12.5 Subcontractors may add a fee of up to 10% to subcontractors' prices for supervision, coordination, and handling.
- 2.12.6 Offeror may add a fee of up to 10% to subcontractors' prices for supervision, coordination, and handling.

3 Contractor Requirements: General

3.1 Contract Initiation Requirements

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

3.1.1 Invoicing

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

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

3.2 Damages

3.2.1 Liquidated Damages. (MBE Program Compliance)

This Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$60.00 per day until the monthly report is submitted as required.
- (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$60.00 per MBE subcontractor.
- (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- (d) Failure to meet the Contractor’s total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$95.00 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

3.3 Intentionally Omitted

3.4 Additional Security Requirements

The following requirements are applicable to the Contract:

3.4.1 Employee Identification

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

3.4.2 On-Site Security Requirement(s)

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

3.5 Substitution of Personnel

3.5.1 Continuous Performance of Key Personnel

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

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the MSA as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.

- C. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

Definitions

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

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

C. Contractor Personnel General Substitution Provisions

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

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

Replacement Circumstances

- A. Directed Personnel Replacement
 - 1) The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Maryland Stadium Authority policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.5.4.A.2**.

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

B. Key Personnel Replacement

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

C. Key Personnel Replacement Due to an Indeterminate Absence

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

Substitution Prior to and Within 30 Days After Contract Execution

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

3.6 MBE and Prevailing Wage Compliance System

As part of MSA's commitment to assist firms in complying with legal and contractual requirements, MSA maintains a web-based MBE and prevailing wage compliance system (See Appendix II-MSA Contract Compliance System Information). The system was designed to provide various workflow automation features that improve the project reporting process. This system will monitor contract compliance for all Program contracts. The prime firm, its first tier Contractors, and all MBE participation subcontractors awarded contracts will be required to use the web-based system to submit project information including, but not limited to, certification of payments made and received and certified payroll records (if the contract includes prevailing wage and/or workforce development requirements). MSA may require additional information related to the contract to be provided electronically through the system at any time, during, or after contract award.

4 Procurement Instructions

4.1 Pre-Proposal Conference

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

4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://procurement.maryland.gov>, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE participation goals, shall identify in the subject line the Solicitation Number and Title (MSA Project No. 20-002 – Parking Management Services Contract, and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.
- 4.3.2. Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMMA.
- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the MSA unless it issues an amendment in writing.

4.4 Procurement Method

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

4.5 Proposal Due (Closing) Date and Time

- 4.5.1 Proposals, in the number and form set forth in **Section 5 Proposal Format**, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6 Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.
- 4.5.7 Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

4.7 Economy of Preparation

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

4.8 Public Information Act Notice

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

4.9 Award Basis

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

4.10 Oral Presentation

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

4.11 Duration of Proposal

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

4.12 Revisions to the RFP

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

4.13 Cancellations

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

4.14 Incurred Expenses

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

4.15 Protest/Disputes

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

4.16 Offeror Responsibilities

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

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

4.17 Acceptance of Terms and Conditions

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

4.18 Proposal Affidavit

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

4.19 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

4.20 Compliance with Laws/Arrearages

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

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

4.21 Verification of Registration and Tax Payment

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

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

4.22 False Statements

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

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

4.23 Payments by Electronic Funds Transfer

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

- 4.23.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2 Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

4.24 Prompt Payment Policy

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

4.25 Electronic Procurements Authorized

- A. The Procurement Officer may conduct the procurement using electronic means to issue:
 - 1) The RFP;
 - 2) Any amendments and requests for best and final offers;
 - 3) Pre-Proposal conference documents;
 - 4) Questions and responses;
 - 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
 - 6) Notices of award selection or non-selection; and
 - 7) The Procurement Officer's decision on any Proposal protest or Contract claim.
- B. The Offeror or potential Offeror may use e-mail or facsimile to:
 - 1) Ask questions regarding the solicitation;
 - 2) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail, but only on the terms specifically approved and directed by the Procurement Officer and;
 - 3) Submit a "No Proposal Response" to the RFP.
- C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

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

- A. Submission of initial Proposals; except as expressly authorized in Section 5.3.
- B. Filing of Protests and/or Contract claims;
- C. Submission of documents determined by the MSA to require original signatures (e.g., Contract execution, Contract modifications); or
- D. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

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

4.26 Conflict of Interest Affidavit and Disclosure

- 4.26.1 The Offeror shall complete and sign the Conflict of Interest and Disclosure (**Attachment H**) and submit it with its Proposal.
- 4.26.2 By submitting a Conflict of Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of Interest as defined in COMAR 21.05.08.08A.

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

4.27 Living Wage Requirements

- a) Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.

If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

Additional information regarding the State’s living wage requirement is contained in **Attachment F**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.

1. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.
 - 1) The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the

Contract will be determined to be a Tier (enter “1” or “2,” depending on where the majority of the service recipients are located) Contract.

- 2) The Contract will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
- 3) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- 4) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.

If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.

The Offeror shall identify in the Proposal the location from which services will be provided.

NOTE: Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change. The Contractor shall be responsible for any wage/rate increase during the term of the Contract and such increase may not be passed on to the State.

4.28 MBE Participation Goal

4.28.1 Establishment of Goal and Subgoals

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

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

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

An Offeror that does not commit to meeting the entire MBE participation goal outlined in this

An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 4.28 must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in Attachment D-1B, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its Technical Response(s) to the RFP will result in the State’s rejection of the Offeror’s Proposal for the applicable Service Category. This failure is not curable.

4.28.2 Attachments.

- A. Minority Business Enterprise instructions, and forms are provided in Attachment D to assist Offerors.
- B. The Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) whereby:
 - 1. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
 - 2. The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
 - 3. The Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

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

4.28.3 Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

4.28.4 Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer.

- A. Outreach Efforts Compliance Statement (Attachment D-2);
- B. MBE Subcontractor/Prime Project Participation Certification (Attachment D-3A/3B); and
- C. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
- D. Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

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

4.28.5 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at

<http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.

- 4.28.6 The Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- 4.28.7 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – Attachment M, Section 2.1).
- 4.28.8 The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract

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5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

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

5.2 Proposal Delivery and Packaging

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

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

5.2.3 Offerors may submit Proposals by electronic means **only** through MSA’s third party e-procurement system, Negometrix. Negometrix Instructions for registering for Negometrix and utilizing this e-procurement system are attached as **Attachment J**.

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

5.3 Two Part Submission

A. Technical Proposal consisting of:

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

B. Financial Proposal consisting of:

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

5.4 Volume I - Technical Proposal

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

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

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

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

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

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

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

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

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

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

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

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the MSA. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

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

E. Offeror Technical Response to RFP Requirements (Submit under **TAB E**) (points)

1. Offeror Experience and Financial Capability

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

A. Similar Contracts

- Provide a brief description of your company’s experience managing public parking facilities that are similar in size to the parking facilities at CYSC. It is desired that you describe at least five (5) of your most similar contracts, preferably at stadium and arena complexes. The following should be included in the description:

- A summary of the services offered.
 - The number of years the Offeror has provided these services and the size of the company.
 - A number of clients and geographic locations where the Offeror's clients are currently using similar parking management services.
- Provide references, including contact name, phone number and email address, for each of the contracts identified as most similar.

B. Financial Capability

- Demonstrate an ability to finance construction of any required facilities and acquisition of any necessary equipment, and hire necessary personnel, all within the time frame required by MSA. (Example: Annual Report with Financial Statement for the most recent fiscal year). Offerors must be prepared to submit to MSA, upon request, written evidence as may be necessary to demonstrate capability to perform the contract.

2. Key Personnel Experience

Provide resumes and job descriptions for key personnel who are proposed to oversee the parking operations at CYSC.

Offeror's Site Manager shall have at least 5 years of experience managing parking operations at sports and entertainment locations of similar size and scope of the Camden Yards Sports Complex.

3. Work Plan

Offerors shall identify and describe, in detail, how the proposed services will meet the requirements of the RFP Section 3 Scope of Services. At a minimum, please address the following:

- A. Present a preliminary concept plan of the method of operation and control;
- B. Describe internal audit control procedures to be used to account for timely and accurate collection, counting and deposit of cash and the prevention of theft;
- C. Describe procedures for accounting of receipts and disbursements, including invoicing to monthly contract users;
- D. Describe the income and expense reports and volume and use statistical reports. Examples of this kind of report used by the Parking Operator should be provided;
- E. Describe the training and customer service program proposed to be instituted for the contract;
- F. Describe specific marketing and promotional strategies which may be appropriate for the facility, including (but not limited to) steps the Parking Operator intends to take to commence revenue operations in March 2020.

- G. Offerors are welcome to provide suggestions or ideas for (a) potential infrastructure improvements and/or physical control/audit equipment to be located on any or all of the parking lots at CYSC; and/or (b) potential parking sites that may be leased or acquired by MSA in the vicinity of CYSC.

Offerors shall describe their PCI compliance strategies and policies for credit card transaction.

Offerors shall describe their experience, if any with Amano Parking Systems and Revenue Control.

H. Financial Capability (Submit under TAB H)

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

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

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

I. Certificate of Insurance (Submit under TAB I)

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

J. Subcontractors/ Joint Ventures (Submit under TAB J)

The Offeror should identify subcontractor/s/joint ventures (including MBE subcontractors), if any, and the role these subcontractors will have in the performance of the contract. Include specific information pertaining to the subcontractors experience in providing designated services

K. Legal Action Summary (Submit under TAB K)

This summary shall include:

- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- 2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- 3) A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and

- 4) In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

L. Required Forms and Certifications (Submit under TAB L)

- 1) All forms required for the Technical Proposal are identified in Table 1 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB H.

5.5 Volume II – Financial Proposal

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

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6 Evaluation and Selection Process

6.1 Evaluation Committee

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

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

6.2 Technical Proposal Evaluation Criteria

The criteria to be applied to each Technical Proposal are listed in descending order of importance:

Parking Operator's Experience and Financial Capability;
Work Plan; and
Experience of Key Personnel

6.3 Financial Proposal Evaluation Criteria

All qualified Offerors will be ranked from the lowest (best price) to the highest price, based on the total proposed amount set forth in the Financial Proposal, including all renewal options (if applicable), as specified on the Financial Proposal Form **Attachment B** – Financial Proposal Form and Worksheets.

6.4 Reciprocal Preference

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

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

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

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method under MSA's Procurement Policies and Procedures. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the MSA may conduct discussions with any or all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award, or potentially

so. MSA reserves the right to develop a short-list of firms that have been deemed most susceptible for award and/or make an award without holding discussions.

- B. With or without discussions, the MSA may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.5.2 Selection

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

6.5.3 Documents Required upon Notice of Recommendation for Contract Award

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

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RFP ATTACHMENTS AND APPENDICES

Instructions Page

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

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

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

Table 1: RFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Proposal	B	Financial Proposal Instructions and Form. The Financial Proposal Worksheets must be included with Financial Proposal Form. c
Y	With Proposal	C	Proposal Affidavit (see attachment)
Y	With Proposal	D	MBE Forms D-1A: MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (see attachment) to be submitted with proposal.t
Y	10 Business Days after recommended award	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see attachments.) Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
Y	With Proposal	F	Maryland Living Wage Affidavit of Agreement for service Contracts
Y	With Proposal	H	Conflict of Interest Affidavit and Disclosure (see attachment)
Y	n/a	J	Negometrix Instructions
Y	n/a	L	General Terms and Conditions for Maintenance Contract
Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see attachment))

Y		Schedule A	Operating Budget for Calendar 2020
Y		Schedule B	Manager's Expenses
Y		Schedule C	Operation Plan
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions (included in this RFP)
Additional Submissions			
Applies?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Attachment M); 1 copy

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number MSA 20-002

Parking Management Services

A Pre-Proposal conference will be held at 10:30 a.m. on October 10, 2019 at 333 West Camden Street, Suite 500, Baltimore, Maryland 21201.

Please return this form by October 9, 2019, advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Sandra Fox
MARYLAND STADIUM AUTHORITY
333 West Camden Street, Suite 500 Office
Baltimore, Maryland 21201

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

Please indicate:

_____ Yes, the following representatives will be in attendance.
Attendees (Check the RFP for limits to the number of attendees allowed):

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

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

Offeror: _____

Offeror Name (please print or type)

By: _____

Signature/Seal

Printed Name: _____

Printed Name

Title: _____

Title

Date: _____

Date

Attachment B. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

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

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

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

B-1 Financial Proposal Form

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

See Attachment B Financial Proposal Form under separate attachment.

Attachment C. Proposal Affidavit
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A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:

- (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;

- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
- _____
- _____

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

I FURTHER AFFIRM THAT:

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

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

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

N. I FURTHER AFFIRM THAT:

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

O. ACKNOWLEDGEMENT

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

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

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____
Title

Date: _____
Date

Attachment D. MBE Forms

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

PART 1 - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

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

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

- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.
http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**

- ✓ **Regular Dealer** (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions.

Example for illustrative purposes of applying the 60% rule

Overall contract value: \$2,000,000

Total value of supplies: \$100,000

Calculate Percentage of Supplies to overall contract value:

\$100,000 divided by \$2,000,000 = 5%

Apply 60% Rule - Total percentage of Supplies/Products 5% x 60% = 3%

3% would be counted towards achieving the MBE Participation Goal and Subgoal, if any, for the MBE supplier in this example.

- ✓ **Manufacturer:** A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
- ✓ **Broker:** With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
- ✓ **Furnish and Install and other Services:** The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.

9. **Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.

Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.

10. **CAUTION:** The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in Part 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in Part 2- for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in Part 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).

11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

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

Overall Goal

Total MBE Participation (include all categories):	_____ %
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PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and the Schedule in Part 3 with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to the Request for Proposals for Parking Management Services, MSA Project No. 20-002, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

☐ I acknowledge and intend to meet IN FULL the overall certified Minority Business Enterprise (MBE) participation goal of ___% percent. Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I **must** complete Part 3 - MBE Participation Schedule and Part 4 Signature Page in order to be considered for award.

OR

☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I **must** complete Part 3, the MBE Participation Schedule and Part 4 Signature Page for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award. I acknowledge that by checking this box and requesting a full waiver of the stated goal and the stated subgoal(s) if any, I **must** complete Part 4 Signature Page in order to be considered for award.

Additional MBE Documentation

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

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

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

Information Provided to MBE firms

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

PART 3 - MBE PARTICIPATION SCHEDULE

Set forth below are the (i) Certified MBEs I intend to use, (ii) the percentage of the total Contract value allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT-certified.

Prime Contractor	Project Description	Project/Contract Number
	[SERVICE TYPE] [PROJECT NAME]	

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

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

<p>MBE Prime Firm Name: _____</p> <p>_____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification </p> <p>NAICS code: _____</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p> <input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%) </p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% x 60% = _____%</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) _____%</p> <p>Description of the Work to be performed with MBE prime's own forces: _____ _____</p>
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SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>_____</p> <p>MBE Certification Number: _____</p> <p>_____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p> <p>_____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products _____% X 60% = _____%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) _____ %</p> <p>Description of the Work to be Performed: _____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>_____</p> <p>MBE Certification Number: _____</p> <p>_____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p> <p>_____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products _____% X 60% = _____%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) _____ %</p> <p>Description of the Work to be Performed: _____</p> <p>_____</p>

<p>MBE Firm Name: _____</p> <p>_____</p> <p>MBE Certification Number: _____</p> <p>_____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p> <p>_____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that for the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% X 60% = _____%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) _____ %</p> <p>Description of the Work to be Performed: _____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>_____</p> <p>MBE Certification Number: _____</p> <p>_____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p> <p>_____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products _____% X 60% = _____%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker _____ %</p> <p>Description of the Work to be Performed: _____</p> <p>_____</p>

Continue on separate page if needed

PART 4 – SIGNATURE PAGE

**To complete Affidavit committing to MBE(s) or requesting waiver,
bidder/offeror must sign below**

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

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

MBE ATTACHMENT D-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

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

II. Types of Actions Agency will Consider

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

A. Identify Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements
 - (a) Certain procurements will include a list of Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
 - (b) Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.
2. Identified Items of Work by Offerors
 - (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
 - (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements
 - (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Offeror shall make all reasonable efforts to solicit those MBE firms.
 - (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.
2. MBE Firms Identified by Offerors
 - (a) When the procurement does not include a list of Identified MBE Firms, Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
 - (b) Any MBE Firms identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:
 - (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-Proposal meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate with Interested MBE Firms

Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
 - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

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

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

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

The decision-maker may take into account whether the Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Offerors in meeting the contract. For example, when the apparent successful Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the goal. If the apparent successful Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

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

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

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

B. Outreach/Solicitation/Negotiation

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

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

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

D. Other Documentation

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

D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

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

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on MSA Project No. 20-002

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

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

(Signature of Minority Firm's
MBE Representative)

(Title)

(Date)

(MDOT Certification #)

(Telephone #)

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

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

(Signature of Prime Contractor)

(Title)

(Date)

MBE ATTACHMENT D-1C

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE__OF __

Prime Contractor	Project Description	Solicitation Number

PARTS 1, 2, AND 3 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

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

PAGE__OF __

Prime Contractor	Project Description	Solicitation Number

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

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

☐ Please check if Additional Sheets are attached.

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

PAGE__OF __

Prime Contractor	Project Description	Solicitation Number

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 1-B). If the bidder/offeror used a Non-MBE or is self- performing the identified items of work, Part 3 must be completed.

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

☐ Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 3 –ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

PAGE ____ OF ____

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 2 indicates that a MBE quote was rejected because the bidder/offeror is using a Non- MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

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

☐

Please check if Additional Sheets are attached.

MBE Attachment D-2
OUTREACH EFFORTS COMPLIANCE STATEMENT

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

In conjunction with the Proposal submitted in response to Solicitation No. MSA.20-002, I state the following:

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

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

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

4. **Please Check One:**

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

5. **Please Check One:**

_____ Bidder/Offeror did attend the pre-bid/pre-proposal conference.-

_____ No pre-bid/pre-proposal meeting/conference was held.

_____ Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MBE Attachment D-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS FORM WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor) is awarded the State contract in conjunction with _____ (Project Name), such Prime Contractor intends to enter into a subcontract with _____ (Second Tier) committing to participation by the MBE firm _____ (Name of Second or Third Tier as applicable) with MDOT Certification Number _____, which will receive at least % of the Total Payments made to the Prime Contractor for performing the products/services for the State contract. The initial commitment to the MBE firm is \$ _____ (Contract Amount) based on the Prime Contractor's contract amount minus the amounts identified for Owner's contingency, allowances, and reimbursable expenses as described in the RFP.

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

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied and will comply with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland (Procurement Article) 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 Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of 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.

Further, each signatory agrees that the MBE firm will be performing a commercially useful function as required by the Procurement Article and the Code of Maryland Regulations. Each signatory solemnly affirms under the penalties of perjury that the information provided in this form is true to the best of their knowledge, information and belief.

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER):
Signature of Representative: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	Signature of Representative: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	Signature of Representative: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>
Printed Name and Title: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	Printed Name and Title: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	Printed Name and Title: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>
Firm's Name: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	Firm's Name: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	Firm's Name: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>
Federal Identification Number: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	Federal Identification Number: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	Federal Identification Number: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>
Address: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	Address: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	Address: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>
Telephone: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	Telephone: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	Telephone: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>
Date: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	Date: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	Date: _____ <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>

MBE Attachment D-3B

MBE PRIME - PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM

HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF

APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with Certification Number _ is awarded the State contract in conjunction with _____ (Project Name), such MBE Prime Contractor intends to perform with its own forces at least \$ _ which equals to _____ % (Total MBE Payments to MBE Firm as a percentage of Total Payments made to Prime) with an initial commitment of \$ _____ (Contract Amount) for performing the products or services for the Contract described below.

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE PRIME CONTRACTOR

Signature of Representative: _____

Printed Name and Title: _____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Date: _____

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

PAGE__OF __

Prime Contractor	Project Description	Solicitation Number

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

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

☐ Please check if Additional Sheets are attached.

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

PAGE__OF __

Prime Contractor	Project Description	Solicitation Number

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 1-B). If the bidder/offeror used a Non-MBE or is self- performing the identified items of work, Part 3 must be completed.

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

☐ Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 3 –ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES**

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 2 indicates that a MBE quote was rejected because the bidder/offeror is using a Non- MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

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

☐

Please check if Additional Sheets are attached.

6/6/14

Attachment E.	Intentionally Omitted
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Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts
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- A. This contract is subject to the Living
- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
- (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
- (2) A subcontractor who:
- (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
- (3) Service contracts for the following:
- (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Attachment G. Intentionally Omitted

Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.

02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

Attachment I. Intentionally Omitted

Attachment J. Negometrix Instructions

Attachment M. Management Agreement

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st day of March, 2020 by and between the MARYLAND STADIUM AUTHORITY ("MSA"), a body corporate and politic of the State of Maryland, and _____ (the "Manager"), a _____ corporation.

W I T N E S S E T H:

WHEREAS, MSA is the owner of Oriole Park at Camden Yards (the "Ballpark"), which is used by the Baltimore Orioles Limited Partnership (the "Orioles") for Major League Baseball games and baseball-related events ("MLB Events") and by MSA and the Orioles for other events using the field and stands ("Non-MLB Events"), and by MSA for certain other events, including banquets, not using the field and stands ("MSA Ballpark Events"), pursuant to that certain Agreement Regarding Oriole Park at Camden Yards by and between MSA and the Orioles dated September 2, 1992, as amended ("Orioles Agreement"); and

WHEREAS, MSA is the owner of M&T Bank Stadium at Camden Yards (the "Football Stadium"), which is used by the Baltimore Ravens Limited Partnership (the "Ravens") for football games and football-related events ("NFL Events"), and by MSA and the Ravens for other events using the field and stands ("Non-NFL Events"), and by MSA for certain other events, including banquets, not using the field and stands ("MSA Football Stadium Events")(MSA Ballpark Events, MSA Football Stadium Events and any other events conducted by MSA at the Camden Yards Sports Complex are herein collectively referred to as "MSA Events"), pursuant to that certain Amended and Restated Agreement by and between MSA and the Ravens dated August 15, 1997 ("Ravens Agreement"); and

WHEREAS, MSA is the owner of Camden Station, which is currently vacant but subject to future lease that could provide additional parking space requirements in the North Warehouse Parking Lot ("Camden Station Commitments"); and

WHEREAS, MSA has approximately 5,000 on-site parking spaces (the "Parking Facilities") for use in relation to the Ballpark and Football Stadium (herein collectively referred to as the "Camden Yards Sports Complex") and for daily use in such locations as are identified in the Parking Facilities on-site space count attached hereto as **Exhibit A**; and

WHEREAS, MSA has entered into certain lease agreements with tenants in the CSX Warehouse ("Warehouse Tenants"), which agreements provide the Warehouse Tenants with a certain allotment of daily parking spaces on a monthly basis, and a list of the Warehouse Tenants and number of spaces each is entitled to is attached hereto as **Exhibit B** ("Warehouse Tenant Commitments") (collectively, the Warehouse Tenant Commitments, the Orioles Agreement and the Ravens Agreement are sometimes referred to herein as "Third Party Agreements"); and

WHEREAS, MSA has entered into certain agreements for off-site parking with: Caplan Brothers Glass, dated July 12, 2011; Capital Lighting, Inc. (f/k/a Lee Electric Company of Baltimore City, Incorporated), dated July 12, 2011; and 601 West Street LLC, dated April 3, 1998 for the use of their parking facilities ("Off-site Parking Facilities") during baseball and football games ("Off-site

Parking Agreements"), the lots and number of spaces are identified in the Off-site Parking Facilities space count attached hereto as **Exhibit A**; MSA, Orioles and Ravens may contract with other third parties for use of other additional parking facilities off-site to serve the Camden Yards Sports Complex; and

WHEREAS, MSA, Orioles and Ravens may enter into agreements with other third parties for the use of portions of the Parking Facilities or Off-site Parking Facilities at times other than during MLB Events, Non-MLB Events, NFL Events and Non-NFL Events; and

WHEREAS, pursuant to a Request for Proposals concerning Management, Operation and Maintenance of Maryland Stadium Authority Parking Facilities issued by MSA, Manager submitted a Technical and Price Proposal dated _____ (the "Proposal"), a copy of which is attached hereto as **Exhibit D** and incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Agreement for the Manager to operate, manage and maintain the Parking Facilities.

NOW, THEREFORE, in consideration of the foregoing Recitals which shall be deemed to be a substantive part of this Agreement, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1) **AGREEMENT TO PROVIDE SERVICES.** MSA hereby contracts with Manager, and the Manager hereby contracts with MSA, under the terms and conditions herein contained, for the management, operation, equipping and maintenance of the on-site Parking Facilities and with Orioles and Ravens for Off-site Parking Facilities.

2) **MANAGEMENT OF PARKING FACILITIES.** Manager shall operate and maintain the Parking Facilities and Off-site Parking Facilities in a first class, clean, attractive, efficient, convenient and courteous manner, while at the same time maximizing safe and efficient traffic operations and income, and minimizing operating expenses, at the following times: (i) on all days and at all hours customary in the trade commensurate with daily parking demand in the area (except that Manager shall only operate the Off-site Parking Facilities if specifically requested by MSA); (ii) during all events, whether MLB Events, Non-MLB Events, NFL Events, Non-NFL Events, or MSA Events held at the Camden Yards Sports Complex; and (iii) on all days and at all hours necessary to fulfill MSA's commitments to the Orioles under the Orioles Agreement, to the Ravens under the Ravens Agreement, to the Warehouse Tenants in accordance with **Exhibit B**, the Camden Station Parking Commitments, and to any future third parties pursuant to future Third Party Agreements. Manager shall manage the Off-site Parking Facilities pursuant to the Off-site Parking Agreements during MLB Events, Non-MLB Events, NFL Events, Non-NFL Events and other major events at the Camden Yards Sports Complex, as requested by MSA. Manager has developed an Operations Plan (see paragraph h below), which is attached hereto as **Schedule C**, for all MLB Events, Non-MLB Events, NFL Events, Non-NFL Events and MSA Events at the Camden Yards Sports Complex. In carrying out its obligations under this Agreement, Manager shall perform the following:

a) **PERSONNEL.** Manager shall provide sufficient staff necessary to operate the lots during Camden Yards Sports Complex events as agreed upon by MSA. Staff shall include lot attendants, cashiers, pedestrian/vehicular point control personnel at several locations, accounting and supervisory staff, clean-up personnel and clerical staff, and other employees performing services in and about the Parking Facilities (the "Parking Employees"). A list of the Parking Employees is provided in Manager's Technical Proposal attached hereto as **Exhibit D**.

Manager shall provide additional Parking Employees upon request by MSA. Any such additional staff shall be compensated at the hourly rates set forth in Manager's Financial Proposal attached hereto as **Exhibit D**. Manager's Project Manager shall be subject to the approval of MSA and shall be dedicated solely to managing the parking operations at the Camden Yards Sports Complex. Manager shall be responsible for hiring, training and supervising all Parking Employees necessary to operate the Parking Facilities in a first class, safe, efficient and courteous manner. Manager shall require that the Parking Employees, at all times while on duty at the Parking Facilities, be attired in uniforms approved by MSA which present a neat and clean appearance. Manager shall use reasonable care to employ and retain Parking Employees who are qualified, competent and trustworthy. Manager shall implement training and customer service programs and policies as required by MSA, and shall provide a full-time customer service representative. All Parking Employees shall be required, if requested by the Orioles and/or Ravens, to attend and participate in customer relations training programs administered by the Orioles and/or Ravens at the Orioles' and/or Ravens' expense, in addition to the training and orientation programs conducted by Manager. If the Orioles and/or Ravens request such additional training, the Orioles and/or Ravens shall compensate Manager based on the hourly rates of compensation normally paid by Manager to its non-managerial employees who participate in such training. Manager's salaried managerial employees shall participate in such additional training at no charge to the Orioles and/or Ravens. MSA shall have the right at all times, whether on behalf of itself or at the request of the Orioles, with regard to MLB Events or Non-MLB Events, or the Ravens, with regard to NFL Events and Non-NFL Events, to require Manager to remove any Parking Employee who, in the judgment of MSA, the Orioles or the Ravens, is discourteous to patrons or who disrupts the smooth operation of the Parking Facilities or the Off-site Parking Facilities or patron satisfaction with the Parking Facilities, provided that such removal is not in violation of any laws. During MLB Events, Non-MLB Events, NFL Events, and Non-NFL Events, the Orioles and/or the Ravens, whichever the case may be, shall also have such right to require Manager to remove discourteous or disruptive Parking Employees, so long as such removal is not in violation of any laws.

b) **SUPPLIES**. Subject to Section 5 hereof, Manager shall purchase all necessary supplies and materials, including but not limited to parking tickets, employee uniforms and janitorial supplies, as required for the proper operation and maintenance of the Parking Facilities and Off-site Parking Facilities.

c) **MAINTENANCE AND CLEANING**. Subject to Section 5 hereof, Manager shall provide, through its own employees or a subcontractor acceptable to MSA, routine maintenance and cleaning of the parking lots, vehicular ramps and pedestrian footways including: paint striping, trash removal, regular vacuum sweeping in accordance with the Memorandum of Understanding between the Maryland Department of the Environment and MSA, dated March 13, 1991, (a copy of which is attached hereto as **Exhibit E** and incorporated by reference herein) (the "DOE Memorandum"), snow and ice removal and plowing, and maintenance of all signs located on the Parking Facilities and the Off-site Parking Facilities, and shall not permit anything thereon which would violate any insurance carried by MSA on the Parking Facilities, the Baseball Stadium or the Football Stadium.

d) **INFORMATION TO MSA**. Manager shall promptly inform MSA of all repairs which need to be made to the Parking Facilities or the Off-site Parking Facilities, including but not limited to filling in potholes, changing signs, and replacing mercury or sodium lighting tubes and ballasts.

e) **COMPLIANCE WITH LAWS AND RULES**. Manager shall comply with all laws, ordinances and regulations of any federal, state or local agency, court or other governmental body, applicable from time to time, including the payment of Baltimore City parking taxes which shall be reimbursable as an Operating Expense per Section 5(f) hereof, and shall comply

with all policies and procedures established by MSA with respect to the use of the Parking Facilities and the Off-site Parking Facilities.

f) COMPLIANCE WITH AGREEMENTS. Manager shall comply with all Third Party Agreements and Off-site Parking Agreements entered into by MSA, including but not limited to those referenced in the above Recitals. MSA shall provide the Manager with copies of the relevant excerpts from the Third Party Agreements and Off-site Parking Agreements.

g) SAFE OPERATION. Manager shall operate the Parking Facilities in a safe, conscientious and responsible manner with respect to vehicular movement and pedestrian traffic; provided, however, that Manager shall not be responsible for security of persons and/or property on the Parking Facilities or Off-site Parking Facilities, which shall be provided for by MSA.

h) PROPER OPERATION TO MEET PARKING DEMANDS. Manager shall perform all tasks and do all things required for the proper operation of the Parking Facilities or Off-site Parking Facilities in order to meet the parking demands generated (i) daily in the area, (ii) by the Orioles Agreement and the Ravens Agreement, (iii) Warehouse Tenant Commitments and Camden Station Commitments, per Exhibit B and (iv) by events at the Camden Yards Sports Complex. This obligation shall include: ensuring that the Parking Facilities and Off-site Parking Facilities are cleared of substantially all vehicles and made available to patrons of MLB Events, Non-MLB Events, NFL Events and Non-NFL Event at least ninety (90) minutes prior to the starting time of each MLB Event or Non-MLB Event, and five (5) hours before each NFL Event and Non-NFL Event and, if required by MSA a sufficient amount of time not to exceed 90 minutes prior to the starting time of MSA Events; coordinating ingress and egress information with the appropriate federal, state and local agencies to provide ingress to and egress from the Parking Facilities and the Off-site Parking Facilities in a safe, responsible, smooth and expeditious manner; establishing a system to maximize the amount of vehicles that may be reasonably accommodated; ensuring that the Parking Facilities and the Off-site Parking Facilities are cleared within 45 minutes after the end of each MLB Event, Non-MLB Event, NFL Event, Non-NFL Event and MSA Event; and otherwise operating the Parking Facilities and Off-site Parking Facilities in accordance with the Operation Plan approved by MSA and, with respect to parking at MLB Events and Non-MLB Events, the Orioles, and, with respect to NFL Events and Non-NFL Events, the Ravens, a copy of which is attached hereto as Schedule C and incorporated by reference herein. The Operation Plan may be amended from time to time upon the mutual written agreement of MSA and the Manager and, with respect to parking at MLB Events and Non-MLB Events, the Orioles, and, with respect to NFL Events and Non-NFL Events, the Ravens.

i) SPECIAL PARKING REQUIREMENTS. Manager shall set aside the necessary parking spaces required to meet the requirements of the Orioles Agreement, the Ravens Agreement, all Warehouse Tenant Commitments and Camden Station Commitments as set forth in Exhibit B hereto, any future Third Party Agreements, relevant portions of each of which shall be provided to the Manager by MSA, including the following commitments (all of which shall be subject to any applicable binding court order, arbitrator's decision or other agreement between MSA and the Orioles or the Ravens, as the case may be, which order, decision or agreement shall be provided to Manager promptly upon knowledge or receipt thereof by MSA): (a) Orioles Agreement (the "Orioles Commitments"): (i) with respect to parking during home baseball games: 500 free parking spaces reserved for use by the Orioles; up to 130 free parking spaces reserved for use by MSA (as shall be designated by MSA from time to time); and complimentary parking spaces, as shall be determined by MSA, for use by governmental officials, Major League Baseball officials, visiting dignitaries and politicians, national public figures or other special guests attending home baseball games; and (ii) with respect to parking at all times other than during home baseball games: 250 free parking spaces reserved for use by the Orioles during the Baseball Season, as such term is defined in the Orioles Agreement, and 150 free parking spaces reserved for use by the Orioles at all other times; up to 130 free parking

spaces reserved for use by MSA (as shall be designated by MSA from time to time); and short term parking spaces for baseball patrons purchasing tickets sufficient in number to meet the demand for such short-term parking, as provided in the Operation Plan; (b) Ravens Agreement (the "Ravens Commitments"): 100 free parking spaces reserved for use by the Ravens at all times; and (c) Warehouse Tenant Commitments: The parking requirements for the Warehouse Tenants and Camden Station Tenants, as of the date of this Agreement, are set forth on Exhibit B attached hereto (which may be amended by MSA from time to time). In addition, it is understood that the Camden Station development will include a sports museum that will attract hourly parking customers onto the Parking Facilities.

j) MANAGER'S EQUIPMENT. Manager shall be responsible for providing, at no cost to MSA, the Orioles or the Ravens: (1) a full size four wheel drive pick-up truck, equipped with snow plow and sand/salt spreader; and (2) administrative office equipment, including telephones, fax machines, printers, photo copier(s), office **computers** etc., as set forth on Schedule B attached hereto. All such equipment shall be kept in good working order, appearance and repair by Manager. Computer operating systems must be update to date and still supported by the software manufacturer.

k) LEASED EQUIPMENT. If requested by MSA, Manager shall, subject to Manager's reasonable concurrence, lease to MSA equipment (the "Leased Equipment") at a monthly rental amount agreed to by Manager and MSA ("Equipment Lease Payments"), pursuant to a lease agreement, which lease agreement shall be mutually agreed upon by Manager and MSA.

l) MARKETING. Manager shall market and promote the Parking Facilities for daily and monthly public parking (other than Parking for the Orioles, the Ravens, MSA, the Warehouse Tenants, Camden Station and any other parking related to events at the Camden Yards Sports Complex) only in accordance with this Agreement, subject to the approval of MSA, provided that such daily and monthly parking does not interfere with MLB Events, Non-MLB Events, NFL Events, Non-NFL Events and the 90 minute clearing obligation or MSA Events.

m. ADMINISTRATIVE SERVICES. Subject to Section 5 hereof, Manager shall provide such administrative services for MSA, including collection of receipts, payment of expenses, bookkeeping and accounting and similar services as provided in Sections 5 and 6 hereof.

n. CONSULTING SERVICES. In addition to the management services specified in Section 2 above, Manager shall provide such consulting and advisory services to MSA in connection with the management and operation of the Parking Facilities and Off-site Parking Facilities as may be requested by MSA from time to time without additional charge except for reimbursement of out-of-pocket expenses incurred by Manager in the performance of such services requested by MSA, including postage, printing and supply charges, phone charges and any other similar out-of-pocket expenses.

3) COVENANTS BY MANAGER. During the Term of this Agreement, Manager hereby covenants and agrees that it shall not:

a) Sell, transfer, assign, dispose of, mortgage, grant a security interest in, or encumber in any manner whatsoever, nor allow any liens to be placed on or remain against, the Parking Facilities or Off-site Parking Facilities or the Gross Receipts (as defined hereafter).

b) Make any alterations or improvements to the Parking Facilities or the Off-site Parking Facilities, including but not limited to directional signage or parking rate information without the prior written approval of MSA, which approval may be withheld in MSA's sole and absolute discretion.

c) Engage in any advertising, marketing or promotion at or on the Parking Facilities or the Off-site Parking Facilities, including but not limited to directional signage or parking rate information, without the express prior written approval of MSA, which approval may be withheld in MSA's sole and absolute discretion.

d) Engage in any advertising, marketing or promotion of baseball and/or football or of the use of the Parking Facilities for MLB Events and Non-MLB Events and/or NFL Events and Non-NFL Events.

e) Use, reproduce, publish, display or distribute, in any form or for any purpose, the name, logos, trademarks, service marks or other proprietary symbols of the Orioles, Ravens or MSA without the express prior written approval of the Orioles, Ravens or MSA, whichever the case may be, which approval may be withheld in the Orioles', Ravens' or MSA's sole and absolute discretion.

f) Use, reproduce, publish, display or distribute, in any form or for any purpose, the name, logo, trademark, service mark or other proprietary symbol of the American League ("AL"), the National League ("NL"), Major League Baseball ("MLB"), American Football Conference ("AFC"), the National Football Conference ("NFC"), or the National Football League ("NFL"), or the name or likeness of any MLB or NFL Player.

4) MANAGEMENT FEE. Manager's annual management fee, as compensation for the management services rendered by Manager under this Agreement, shall be the sum of _____ ("Management Fee"). The Management Fee shall be payable to Manager in equal monthly installments by MSA, the Orioles and Ravens in accordance with their respective allocable shares as provided in the Operating Budget attached as Schedule A. Payment shall be made in advance on or before the first day of each month.

5) OPERATING BUDGET, COLLECTIONS, PAYMENT OF OPERATING EXPENSES AND REIMBURSEMENT. The Manager shall pay all Operating Expenses, as such term is defined in Section 5(f), on behalf of MSA, the Orioles and Ravens, as hereinafter provided in this Section 5.

a) Attached hereto as Schedule A and incorporated by reference herein is a written Operating Budget which has been approved by Manager, MSA and, with respect to Operating Expenses allocated to MLB Events and Non-MLB Events, the Orioles, and, with respect to NFL Events and Non-NFL Events, the Ravens, setting forth Manager's estimated Operating Expenses for calendar year 2020 and the agreed-upon allocation of such Operating Expenses between MLB Events, Non-MLB Events, NFL Events and Non-NFL Events, and MSA Events (the "Operating Budget"). The Operating Budget, and each cost category contained therein, as the same shall be amended from time to time, shall be subject to the approval of MSA, and also shall be subject to the approval of the Orioles (with respect to those Operating Expenses allocated to MLB Events and Non-MLB Events), and to approval of the Ravens (with respect to those Operating Expenses allocated to NFL Events and Non-NFL Events).

b) Manager shall collect all Gross Receipts (as defined below), and deposit them daily into three (3) accounts established by MSA at a bank selected by MSA, as follows: (i) MLB Events and Non-MLB Events; (ii) NFL Events and NFL-Related Events; and (iii) MSA Events. These accounts will be collectively referred to as the "Receipts Accounts." Manager shall forward to MSA, on a daily basis, the original deposit slip, with separate slips for each of the following categories: (a) for MSA Events: (i) daily parking; (ii) monthly parking; (iii) off-site parking by specific

lot; (iv) MSA Ballpark Events; (v) MSA Football Stadium Events; and (vi) other MSA events; (b) for MLB Events and Non-MLB Events: (i) MLB Events; and (ii) Non-MLB Events; and (c) for NFL Events and Non-NFL Events: (i) NFL Events; (ii) Non-NFL Events; and (iii) MSA Football Stadium Events. As used in this Agreement, the term "Gross Receipts" shall include all revenues received by Manager from the operation of the Parking Facilities and Off-site Parking Facilities. Manager will provide to MSA a report on a weekly basis supporting each day's deposits to each Receipts Account, including subtotals for each of the categories described below, to a person designated by MSA. (MSA shall provide the Orioles, with respect to MLB Events and Non-MLB Events, and the Ravens, with respect to NFL Events and Non-NFL Events, with copies of such deposit slips). Manager shall retain copies of all deposit slips and weekly reports in Manager's accounting office. MSA shall have the sole right and authority to withdraw funds from the Receipts Account; in no event shall Manager withdraw any funds from the Receipts Account. The Receipts Account shall be used only for the deposit of Gross Receipts as provided herein. MSA shall pay over to the Orioles and/or Ravens, as the case may be, the Gross Receipts in the MLB Events and Non-MLB Events and/or NFL Events and Non-NFL Events Receipts Accounts, respectively, within ten (10) days after the conclusion of each baseball homestand/Non-MLB Event or NFL football game/Non-NFL Event, as the case may be.

c) Manager shall provide MSA, upon MSA's request, but no less often than monthly, with an on-site and off-site vehicle count summary for MLB Events, Non-MLB Events, NFL Events and Non-NFL Events, including cash sales, season permits collected, complimentary parking, MSA, Orioles and Ravens permits, dash passes, hang tags, and bus and limousine parking (cash and complementary) for each parking lot.

d) On or before the twentieth (20th) day of each month (beginning with the second month of the term of this Agreement and continuing through and including the twentieth (20th) day of the month following the termination thereof), Manager shall deliver to MSA, and to the Orioles (but only with respect to receipts and disbursements for MLB Events and Non-MLB Events) and to the Ravens (but only with respect to NFL Events and Non-NFL Events) an unaudited operating statement of all receipts and disbursements from or for the Parking Facilities for the preceding month (the "Monthly Report"). The Monthly Report shall include a breakdown of revenues consistent with the deposit slips required by Section 5(b) of this Agreement, and an allocation of expenses in accordance with **Schedule A** of this Agreement.

e) Within twenty (20) days after receipt of the Monthly Report submitted by Manager, MSA, the Orioles and the Ravens, as the case may be, shall pay to Manager an amount equal to its allocable share, as provided in the Monthly Report.

f) "Operating Expenses" shall be those expenses set forth on the Operating Budget attached hereto as **Schedule A**, as amended from time to time with the approval of MSA and, with respect to MLB Events and Non-MLB Events, the Orioles, and with respect to NFL Events and Non-NFL Events, the Ravens, which shall contain only the following categories of expenses:

i) Personnel costs, consisting of (i) salaries or wages paid to supervisory personnel and staff assigned exclusively to the Parking Facilities and Off-site Parking Facilities, and wages paid to attendants, cashiers, and clerical staff working at the Parking Facilities, (ii) payroll taxes incurred by Manager in connection with all part-time and full-time Parking Employees, including the employer's share of federal Social Security and Medicare taxes and federal and state unemployment taxes ("FUTA" and "SUTA" taxes); (iii) workers' compensation insurance premiums paid by Manager with respect to the Parking Employees; and (iv) Manager's actual cost for vacation, sick leave, medical insurance and other benefits provided by Manager to its employees who are assigned exclusively to the Parking Facilities or who provide services in connection with the

Parking Facilities and Off-site Parking Facilities, which amount shall be subject to prior approval by MSA;

ii) Telephone expenses related to the Parking Facilities and Off-site Parking Facilities;

iii) City of Baltimore parking taxes imposed on the Parking Facilities and Off-site Parking Facilities;

iv) License and permit fees (if any) and any other costs or expenses imposed by the City of Baltimore or any governmental agency on the Parking Facilities and Off-site Parking Facilities;

(v) Advertising, marketing and promotion costs incurred by Manager in connection with the Parking Facilities in accordance with this Agreement (which shall be allocated exclusively to MSA Events);

(vi) Insurance for the Parking Facilities to the extent required by Section 12 of this Agreement;

(vii) Sundry items such as uniforms, parking tickets and janitorial supplies purchased for use at the Parking Facilities and Off-site Parking Facilities;

(viii) Manager's payroll processing and hiring charges incurred in connection with the hiring of employees to staff the parking facilities;

(ix) Voluntary settlement of patrons' claims for vehicle damage or loss of contents incurred at the Parking Facilities, provided that the same has been authorized in writing by MSA and, with respect to baseball patrons and patrons of Non-MLB Events, the Orioles, and with respect to football patrons and patrons of Non-NFL Events, the Ravens;

(x) Normal maintenance and repairs of the Parking Facilities, including snow removal, repainting of stall markings, replacement or repair of signs and ticket dispensing equipment and vacuum sweeping as required under the DOE Memorandum;

(xi) Audit charges directly attributable to the operation of the Parking Facilities and Off-site Parking Facilities (other than those performed by the staff of MSA or Manager);

(xii) Payment of the "deductible" amount of insurance claims settlements made in connection with the Parking Facilities and the Off-site Parking Facilities which have been approved by MSA and, with respect to baseball-related claims and claims arising from Non-MLB Events, the Orioles, and with respect to football-related claims and claims arising from Non-NFL Events, the Ravens; and

(xiii) The Equipment Lease Payments and other amounts payable under the Equipment Lease.

Anything contained in this Agreement to the contrary notwithstanding, Operating Expenses incurred in any calendar year shall be in accordance with the Operating Budget attached hereto as

Schedule A, as amended pursuant to this Agreement, and shall not exceed the reasonable and necessary amount therefore and shall in any event conform to and not exceed the amounts reserved for specific cost categories in the Operating Budget. In the event of any emergency or other unexpected circumstances requiring immediate and urgent expenditures which are not within the purview of the Operating Budget or are in excess of the amounts therefore set forth in the Operating Budget but are immediately and urgently necessary for the continuance of the operation of the Parking Facilities or for the preservation or protection of the Parking Facilities or the health and safety of the general public, Manager may make such immediate and urgent expenditures notwithstanding that they may exceed the amount therefore or are not included in the Operating Budget, provided that Manager shall first obtain verbal approval thereof from MSA and, with respect to MLB Events and Non-MLB Events, the Orioles, and with respect to NFL Events and Non-NFL Events, the Ravens, which shall promptly thereafter be confirmed in writing. In the event that the Manager reasonably determines that expenditures are required which exceed or are not included in the Operating Budget, such expenditures are of an emergency nature as described above and the prior approval of MSA cannot reasonably be obtained, and such expenditures do not exceed \$1,000.00 in any single instance, the prior approval of MSA shall not be required. Except as provided above with respect to an emergency, any expenditures that exceed or are not included in the Operating Budget which have not been approved by MSA shall be the sole responsibility of Manager. Approvals shall be granted or denied promptly upon Manager's request, and MSA shall be required to be reasonable with respect to its decisions regarding such approvals.

g) The expenses of Manager set forth in **Schedule B** attached hereto and made a part hereof, are specifically excluded from the definition of Operating Expenses for the purpose of this Agreement and shall be borne exclusively by Manager.

h) The Operating Budget for calendar year 2020 which is attached hereto as **Schedule A** has been reviewed and approved among Manager and MSA with respect to MSA Events; Manager, MSA and the Orioles, with respect to MLB Events and Non-MLB Events; and Manager, MSA and the Ravens with respect to NFL Events and Non-NFL Events. Subsequent Operating Budgets shall be finalized, in writing and using the same format as set forth on **Schedule A**, not later than December 1 for each successive calendar year during the Term. Such review and approval process shall include the review and approval of all budgeted Operating Expenses for the forthcoming calendar year. The Operating Budget shall be amended from time to time upon the mutual agreement of Manager and MSA, and, with respect to MLB Events and Non-MLB Events, the Orioles, and with respect to NFL Events and Non-NFL Events, the Ravens, and shall be required to be amended in the event of a MLB or NFL players strike or other unforeseen circumstance which materially affects the operation of the Parking Facilities or Off-site Parking Facilities or the revenues generated by the Operation of the Parking Facilities or Off-site Parking Facilities.

6) **BOOKS, RECORDS AND STATEMENTS**

a) Manager shall cause its books and accounts for the Parking Facilities and Off-site Parking Facilities and its operations at the Parking Facilities and Off-site Parking Facilities to be audited annually by an independent auditor within ninety (90) days after the end of each calendar year following the Commencement Date, and shall file a signed report of such audit with MSA, prepared in accordance with generally accepted accounting principles, consistently applied, within thirty (30) days after the completion thereof. Manager shall provide the Orioles with those portions of the audit concerning MLB Events and Non-MLB Events, and shall provide the Ravens with those portions of the audit concerning NFL Events and Non-NFL Events.

b) Manager shall keep true, correct and complete books of accounts and other records, reasonably satisfactory to MSA, reflecting the results of operations of the Parking Facilities and the Off-site Parking Facilities in accordance with generally accepted accounting principles for: (i) MLB Events and Non-MLB Events; (ii) NFL Events and Non-NFL Events; and (iii) MSA Events. The books and records shall be maintained in a manner consistent with: (i) the Manager's obligation to provide separate deposit slips pursuant to Section 5 (b) of this Agreement, and will also separately identify revenues received from daily parkers for early bird specials and all day parking; and (ii) the allocation set forth in the Operating Budget attached hereto as **Schedule A**. Manager shall exert its best efforts to allocate expenses directly attributable to Non-MLB Events and Non-NFL Events directly to those events, if requested by MSA. The records maintained by Manager shall include, without limitation, all daily reports, tickets, vouchers, receipts, invoices, bills, agreements, checks, canceled checks, check stubs and all other books, records, papers and documents relevant to the management and operation of the Parking Facilities and Off-site Parking Facilities for MLB Events, Non-MLB Events, NFL Events, Non-NFL Events, and MSA Events and the disbursement of funds for Operating Expenses and the records so maintained shall be held, and shall not be destroyed or disposed of, for a period of two years after the date of such records unless MSA authorizes such destruction in writing. MSA shall make available to the Manager adequate storage space for all such records, including but not limited to parking tickets and parking passes.

c) Once a month, and according to a schedule approved by MSA, Manager shall provide MSA with true, correct and complete payroll records for the Parking Facilities and the Off-site Parking Facilities in a form reasonably satisfactory to MSA.

d) Whenever requested by MSA, Manager shall provide and certify, or cause to be provided and certified by an authorized officer of Manager at Manager's expense, such information concerning the Parking Facilities and Off-site Parking Facilities, Manager, and Manager's finances and business affairs, as MSA reasonably considers necessary to enable it to keep informed of financial and any other matters pertaining to MSA or the Parking Facilities and Off-site Parking Facilities, to enable counsel to MSA to render its opinions and otherwise advise MSA and to enable MSA to make any reports required by applicable law.

e. Within thirty (30) days after the end of each month, Manager shall make a monthly report to MSA and, with respect to MLB Events and Non-MLB Events, the Orioles, and with respect to NFL Events and Non-NFL Events, the Ravens, of revenues it collects directly in connection with the operation of the Parking Facilities during such month. Manager will also provide reconciliation between the revenue it collects and the bank statement from receipt accounts.

f. MSA shall have the right to audit the books and records of Manager pertaining to the Parking Facilities and Off-site Parking Facilities at any time during the term of this Agreement, and for a period of two (2) years following the termination of the Agreement, for any reason whatsoever, and Manager shall provide MSA with free and unobstructed access to all of Manager's books and records with respect to the foregoing. The Orioles shall have the right to audit the Manager's books and records pertaining to MLB Events and Non-MLB Events, and the Ravens shall have the right to audit the Manager's books and records pertaining to NFL Events and Non-NFL Events.

g. Manager shall implement all of the revenue control and auditing methods set forth in the Submittal to the extent that the methods do not conflict with any of the terms of this Agreement.

7) FUTURE EVENTS AND CONDITIONS.

a) Manager acknowledges and agrees that portions of the Parking Facilities may become temporarily unavailable from time to time in order for MSA to conduct repairs and improvements to the Parking Facilities, and that there may be future development of the Parking Facilities. Manager's right to operate the Parking Facilities shall be subject to the right of MSA to make repairs and improvements and to further develop the Camden Yards Sports Complex, and Manager shall not have the right to terminate this Agreement or otherwise make any claim against MSA in the event MSA exercises its right to make repairs or improvements to the Parking Facilities or to further develop the Camden Yards Sports Complex.

b) The right of Manager to occupy and operate the Parking Facilities shall be subordinate to the rights of the Maryland Transportation Authority, the City of Baltimore, the Federal Highway Administration, CSX Transportation, Inc., and certain State agencies and utility companies (the "Third Party Rights"), which shall include but not be limited to the right of access to the Parking Facilities at all times to inspect the Parking Facilities and such third party's equipment installed thereon and to conduct repairs and improvements to such third party's equipment and which may result in portions of the Parking Facilities becoming unavailable for use by Manager. MSA shall give Manager reasonable notice of any such repairs or improvements. Such Third Party Rights are pursuant to agreements, copies of relevant portions of which will be made available to Manager upon its request. Manager shall not have the right to terminate this Agreement or otherwise make any claim against MSA in the event that any such Third Party Rights are exercised with respect to the Parking Facilities.

8) INDEPENDENT CONTRACTOR. The parties acknowledge and agree that Manager is, and shall remain at all times, an independent contractor, and that any and all employees of Manager shall not be deemed to be employees or agents of MSA, the Orioles or the Ravens for any purpose whatsoever and shall have no contractual relationship with MSA, the Orioles or the Ravens. In addition, MSA agrees, during the term of this Agreement, that it will not enter into any negotiations, communications, or other actions which have as their intended consequence to induce any such person employed by Manager to enter the employ of MSA, in any capacity whatsoever. Nothing contained in this Agreement is intended or shall be construed to create a partnership or joint venture between MSA and Manager or between the Orioles and/or Ravens and Manager, or between their respective successors and assigns. Neither MSA, the Orioles nor the Ravens shall be construed to be a partner or associate of Manager in the operation of the Parking Facilities or the conduct of Manager's business thereon, and neither MSA, the Orioles nor the Ravens shall be liable for any debts incurred by Manager.

9) RIGHTS AND DUTIES OF MSA, THE ORIOLES AND THE RAVENS.

a) MSA agrees to maintain the sidewalks and curb cuts adjacent to the Parking Facilities in accordance with applicable municipal statutes. MSA shall also be responsible for all Parking Facilities repairs of a structural nature, including, but not limited to: electrical repairs, pavement repairs, and replacement of all mercury or sodium lighting tubes and ballasts.

b) MSA shall have the sole and exclusive right to set the charges for parking in the Parking Facilities and the Off-site Parking Facilities for all public daily and monthly parking and for all MSA Events. Manager shall undertake all appropriate and necessary studies and shall make recommendations to MSA as to appropriate charges to be set for parking at the Parking Facilities for such parking based on the demands for parking spaces and existing parking rates in the area.

c. The Orioles, with respect to MLB Events and Non-MLB Events, and the Ravens, with respect to NFL Events and Non-NFL Events, have the right under their respective agreements, subject to the concurrence of MSA, to set the charges for parking in the Parking Facilities. Parking passes for the Orioles' and Ravens' season ticket holders shall be printed and sold by the Orioles and Ravens, respectively. The Orioles and Ravens shall be solely responsible for paying all parking taxes imposed by the City of Baltimore on parking revenues received directly by the Orioles and Ravens from the sale of parking passes to their respective season ticket holders. The Orioles, with respect to MLB Events and Non-MLB Events, and the Ravens, with respect to NFL Events and Non-NFL Events, shall provide Manager and MSA with an annual report (or more often if necessary) of all pre-sold parking passes.

d. MSA, the Orioles and the Ravens, through their respective officers, employees, consultants and other authorized representatives, shall have free and unobstructed access to enter and inspect the Parking Facilities at all times.

e. MSA shall provide Manager with on-site administrative office space at no cost to Manager (not including the administrative office equipment set forth in **Schedule B** which is to be provided at the sole cost and expense of Manager).

f. MSA shall provide Manager with a copy of the monthly bank statement for the appropriate Receipts Account within ten (10) days after MSA receives such statements from its bank.

10) **TERM.**

a) The term of this Agreement shall commence on March 1, 2020 (the "Commencement Date"), and shall continue in effect until February 28, 2023 (the "Initial Term"), unless terminated earlier in accordance with the terms of this Agreement.

b) This Agreement shall terminate upon completion of the Initial Term; provided, however, that MSA shall have the option to renew the agreement for two (2) one (1) year terms, on the same terms and conditions, in its sole and absolute discretion.

11) **TERMINATION.**

a) In the event (i) Manager shall intentionally or negligently fail to fully and faithfully deposit all the receipts from the operation of the Parking Facilities in the Receipts Accounts, or shall intentionally or negligently fail to pay any Operating Expenses in the manner provided herein; or (ii) Manager shall file a voluntary petition seeking an "order for relief" within the meaning of the United States Bankruptcy Code or any such "order for relief" shall be entered with respect to Manager; or (iii) Manager shall be adjudicated bankrupt or insolvent or shall file any petition or other pleading seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future law or regulation; or (iv) Manager shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Manager, or of substantially all of the assets of Manager, or shall make a general assignment for the benefit of creditors; or (v) Manager shall fail generally to pay its debts as they become due; or (vi) a petition or other pleading shall be filed against Manager seeking an "order for relief" within the meaning of the United States Bankruptcy Code, reorganization, composition, readjustment, liquidation or similar relief under any present or future law or regulation, which shall remain undismissed or unstayed for an aggregate period of sixty (60) days (whether or not consecutive); MSA shall have the right to immediately terminate this

Agreement, regain immediate possession of the Parking Facilities, and hold Manager liable for any and all damages resulting to MSA. In addition, and notwithstanding the occurrence of any of the events described in clauses (ii) through (vi) of this subparagraph (a), Manager shall have no right to treat the Gross Receipts as the assets of Manager for purposes of any of the proceedings or events described in clauses (ii) through (vi). No right to receive, control, spend or disburse the Gross Receipts shall devolve by operation of law or otherwise upon any trustee, receiver or liquidator, such Gross Receipts being expressly recognized by Manager and MSA as the property of MSA and as subject to MSA's right of control as well as MSA's obligations to the Orioles and Ravens under their agreements, and MSA's other agreements with third parties.

b) Either party shall have the right to terminate this Agreement immediately if the other party fails to perform, observe or comply with any of the material terms, covenants and conditions of this Agreement, and such failure continues for a period of thirty (30) days after the giving of written notice thereof to the other party via certified mail.

i) If Manager is the party whose failure results in the termination of this Agreement, Manager shall be liable for any damages to MSA, the Orioles or the Ravens, resulting therefrom.

ii) If MSA is the party whose failure results in the termination of this Agreement, MSA shall be liable for any damages to the Manager, resulting therefrom.

c) This Agreement may be terminated by MSA in accordance with this Section 11(c) in whole, or from time to time in part for its convenience, whenever MSA shall determine that such termination is in the best interest of MSA or the State of Maryland.

d) If funds are not appropriated or if funds are not otherwise made available for the continued performance of this Agreement for any fiscal period of this Agreement succeeding the first fiscal period, this Agreement shall be canceled by MSA as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that such cancellation shall not affect MSA's or Manager's rights under any other termination clause of this Agreement. The effect of termination of this Agreement pursuant to this Section 11(b) will be to discharge both Manager and MSA from future performance of this Agreement, but not from their rights and obligations existing and unpaid at the time of termination. The Manager shall be paid (a) compensation for services performed prior to and up through the date of termination based upon the management fee set forth in Section 4 hereof, and (b) all reasonable out-of-pocket expenses incurred by Manager in accordance with the terms of this Agreement and the Operating Budget prior to and up through such date of termination, any payments due under Section 2(j) and Section 2(k) hereof, and any other obligations incurred and remaining unpaid. MSA shall notify Manager immediately upon knowledge that funds may not be available for continued performance of this Agreement. MSA shall use all reasonable efforts to obtain appropriations sufficient to satisfy its obligations under this Agreement.

e) Manager shall, upon the expiration of the Term or any renewal thereof or the effective date of notice of termination by either party, immediately vacate the Parking Facilities and Off-site Parking Facilities, in proper condition consistent with Section 2, leaving in place all records relative to users of the Parking Facilities and Off-site Parking Facilities and all supplies on hand or on order, including but not limited to, all tickets, office supplies, cleaning materials, and uniforms, after full payment thereof by MSA.

12) INSURANCE.

a) Manager shall carry public liability insurance with respect to the Parking Facilities and Off-site Parking Facilities in such amounts described below, and shall pay all the premiums thereto when due. Manager shall cause such insurance to name MSA, the State of Maryland, the Orioles and the Ravens and each of the owners of the Off-site Parking Facilities as additional insureds.

(1) Workers' Compensation Insurance. Manager and its subcontractor shall procure and maintain Workers' Compensation Insurance including employers' liability in accordance with all applicable statutes of the State of Maryland.

(2) Commercial General Liability Insurance. Manager shall procure and maintain during the life of this Contract, commercial general liability insurance on an "occurrence basis" with limits of liability of not less than \$3,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products & Completed Operations Coverage; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of Explosion, Collapse and Underground (XCU) exclusions, if applicable; (F) Annual contract aggregate applicable to this Contract.

(3) Motor Vehicle Liability Insurance. Manager shall procure and maintain, during the life of this Contract, Motor Vehicle Liability Insurance, including Maryland No-fault Coverages, with limits of not less than \$3,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, non-owned and hired vehicles.

(4) As an acceptable substitute for items 2 and 3 above, Manager may provide Garage Liability Insurance covering all items and extensions outlined in items 2 and 3 above.

(5) Garagekeepers Legal Liability Insurance. Manager shall procure and maintain, during the life of this Contract, Garagekeepers Legal Liability Insurance in an amount of not less than \$2,500,000 combined single limit per occurrence.

(6) Crime: Policy Limits. Manager shall procure and maintain during the life of this Contract, Commercial Blanket Coverage in an amount of not less than \$250,000 per loss, and shall procure and maintain during the life of this Contract, Broad Form Money Coverage in a minimum amount of \$250,000 on-premises coverage and \$250,000 off-premises coverage.

Manager shall, prior to the commencement of work under this Contract, deliver to MSA Certificates of Insurance evidencing the coverages outlined above. If so requested, Manager shall deliver to MSA certified copies of all policies outlined above. Certificates of Manager's insurance shall be filed with MSA and shall be subject to its approval of adequacy of protection. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least forty-five (45) days prior written notice has been given to MSA. If any of the above coverages expire during the term of this Contract, Manager shall deliver renewal Certificates of Insurance to MSA at least ten (10) days prior to the expiration thereof.

13) REPRESENTATIONS.

a) Representations by MSA. MSA makes the following affirmative representations as the basis for the undertakings on Manager's part herein contained:

i) MSA is a body politic and corporate, duly organized and validly existing under the constitution and laws of the State of Maryland, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

ii) MSA has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by MSA.

b) Representations by Manager. Manager makes the following affirmative representations as the basis for the undertakings on MSA's part herein contained:

i) The Manager is a corporation duly formed under the laws of the State of _____, and is authorized to engage in business in the State of Maryland; (ii) Manager has the full legal capacity to operate and manage the Parking Facilities and the Off-site Parking Facilities and has all necessary right and lawful authority to enter into this Agreement for the full term hereof; and (iii) Manager has been duly authorized by all proper and necessary action of each officer thereof whose action is required, to execute and deliver this Agreement.

ii) This Agreement, when executed and delivered on behalf of Manager, will constitute the legal, valid and binding obligation of Manager enforceable in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights, or, to the extent that certain remedies hereunder require or may require enforcement by a court of equity, such principles of equity as the court having jurisdiction may apply.

iii) The execution, delivery and performance by Manager of this Agreement will not violate any provision of applicable law, rule or regulation, or any judgment, order or decree binding upon it, the violation of which might have a material adverse effect upon Manager, MSA, the Parking Facilities or the operation thereof.

iv) There are no actions, suits or proceedings pending against Manager or, to the knowledge of Manager, threatened against Manager before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on MSA or the ability of Manager to perform its obligations under this Agreement or which question the legality, validity or enforceability hereof or thereof.

v) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby or the fulfillment of or compliance with the terms and conditions of this Agreement conflicts with, or results in a breach of, any of the terms, conditions or provisions of any partnership restriction or any agreement or instrument to which Manager is now a party or by which it is bound or constitutes a default under the terms of any of the foregoing.

14) INDEMNIFICATION.

a) Manager shall defend, indemnify and hold MSA, the State of Maryland, its agents, members, employees, and their heirs, personal and legal representatives, successors and assigns, the Orioles, Ravens, and the owners of the Off-site Parking Facilities, including, **as of the date of this Agreement, Caplan Brothers Glass, Capital Lighting and Supply Company, Lee Electric Company, and 601 West Street**, their agents, directors, officers, shareholders, employees and their heirs, personal and legal representatives, successors and assigns, (collectively "Indemnified Party") harmless from and against any and all claims, losses, liabilities, suits, actions, demands, charges, damages, costs and expenses (including attorneys' fees, expert witness fees and court costs), of every kind and nature whatsoever, arising out of, resulting from or in connection with (i) the nonperformance, failure to comply or breach by Manager or any of its agents, servants, employees or subcontractors of any term, condition, representation, warranty, covenant or agreement of Manager contained in this Agreement; or (ii) the performance of this Agreement by Manager, but only to the extent same are caused by the negligence, misconduct, or other fault of Manager, its agents or employees.

b) In the event of any claim or other matter in respect of which indemnity is or may be sought pursuant to and to the extent set forth in Section 14(a) above (an "Indemnity Claim"), the Indemnified Party shall promptly notify the Manager of such Indemnity Claim and the circumstances under which it arose. The Manager may elect to assume the defense of such Indemnity Claim, at its expense but only to the extent set forth in Section 14(a) above, by written notice to the Indemnified Party given within 10 days after the Manager receives notice of the Indemnity Claim, and Manager shall promptly engage counsel reasonably acceptable to the Indemnified Party to direct and conduct such defense; provided, however, that the Indemnified Party shall have the right to engage its own counsel, at its own expense, to participate in such defense. In the event that the Manager does not so elect to assume the defense of such Indemnity Claim to the extent set forth in Section 14(a) above, then upon notice to the Manager, the Indemnified Party may elect to engage separate counsel to conduct its defense, at the expense of the Manager, but only to the extent set forth in Section 14(a) above.

c) In the event the Manager assumes the defense of any Indemnity Claim pursuant to Section 14(a) above, it may at any time notify the Indemnified Party of its intention to settle, compromise or satisfy such Indemnity Claim and may make such settlement, compromise or satisfaction (at its own expense but only to the extent set forth in Section 14(a) above) unless within twenty (20) days after the giving of such notice the Indemnified Party shall give notice of its intention to assume the defense of the Indemnity Claim, in which event the Manager shall be relieved of its duty hereunder to indemnify the Indemnified Party. Unless the Indemnified Party shall have given the notice referred to in the preceding sentence, (i) the Indemnified Party shall not consent to or make any settlement, compromise or satisfaction with respect to the Indemnity Claim without the prior written consent of the Manager, which consent shall not be unreasonably withheld or delayed, and (ii) any settlement, compromise or satisfaction made by the Manager with respect to such Indemnity Claim shall be deemed to have been consented to by and shall be binding upon the Indemnified Party, if the Manager previously provided the Indemnified Party with all terms and conditions of such settlement, compromise or satisfaction, subject to any confidentiality and non-disclosure agreements in connection with any such settlement, compromise or satisfaction.

15) AGREEMENT NOT A LEASE. Notwithstanding any of the provisions of this Agreement, it is mutually understood between the parties hereto that this Agreement shall not in any way be construed as a lease, but is merely a recitation of contract provisions.

16) NOTICES. All notices and other communications required or designed to be such hereunder shall be in writing and shall be duly given if personally delivered, sent by telegram or overnight courier, or by U.S. registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party as follows:

If to MSA: Michael J. Frenz, Executive Director
Maryland Stadium Authority
Suite 500, The Warehouse at Camden Yards
333 West Camden Street
Baltimore, Maryland 21201

And John F. Samoryk, Vice President
Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, MD 21201

If to Manager: _____

If to the Orioles: _____, Chief Financial Officer
Baltimore Orioles Limited Partnership
333 West Camden Street
Baltimore, MD 21201

If to the Ravens: Richard W. Cass, President
Baltimore Ravens Limited Partnership
1 Winning Drive
Owings Mills, MD 21117

Any party may from time to time change the address or designated personnel to which notices to it are to be sent by giving notice of such change to the other parties in the manner set forth herein. Notices shall be deemed given when received if posted or sent by courier in the manner described above, and if sent by telefax or telegram, on the date such notice is sent, and if delivered in person, on the date so delivered. Any notice period shall commence on the day such notice is deemed given. For the purposes of this Agreement, the term "business day" shall include all days other than Saturdays, Sundays and federal banking holidays.

17) CONTRACT MODIFICATION. This Agreement constitutes the entire agreement between the parties, and any other communications between the parties before the execution of this Agreement, whether written or oral, with reference to the subject matter of this Agreement, are superseded by the agreements contained herein unless expressly incorporated herein. This Agreement may not be modified, amended, changed, or altered except by written instrument executed by the parties hereto.

18) INTENTIONALLY OMITTED.

19) MANAGER RESPONSIBILITIES. Manager shall assume sole responsibility for all work to be performed by Manager under the Agreement. Manager shall perform the services with the highest standard of care, skill, and diligence recognized in the industry.

20) REPRESENTATIONS. Any representation, warranty covenant, or agreement made herein shall be deemed to be material and to have been relied upon by the party to whom it is made.

21) MINORITY BUSINESS PARTICIPATION. Manager shall use its best efforts to achieve MSA's ____% MDOT certified Minority Business Enterprise participation with sub-goals throughout the term of this Agreement.

22) SUBCONTRACTOR. Manager shall not subcontract, in whole or in part, for any other of the services to be performed under this Agreement without the prior written consent of MSA

23) ASSIGNMENT. Manager shall not assign, transfer, convey, subcontract or otherwise dispose of the Agreement or any rights created hereunder to any person, firm, partnership, company or corporation without the prior written consent of MSA. The assignment, transfer, conveyance or other disposal of any partnership interest in Manager shall be deemed an assignment of this Agreement. MSA shall not assign, transfer, convey or otherwise dispose of the Agreement or any rights hereunder to any person, firm, partnership, company or corporation unless such transfer is to an agency or instrumentality of the State of Maryland.

24) BINDING EFFECT; BENEFIT. This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.

for specific performance or for an injunction against violation of the terms hereof or in aid of the exercise of any right, power or remedy granted hereunder or by law, equity or statute or otherwise. No course of dealing and no delay on the part of any party hereto in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice its rights, powers or remedies, and no right, power or remedy conferred hereby shall be exclusive of any other right, power or remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

25) DISSEMINATION OF INFORMATION. MSA has been advised by the Orioles, the Ravens and the Manager that the terms of the Manager's Compensation set forth in Section 4 of this Agreement and **Schedule A** hereto contain the confidential commercial and financial information of the Manager, the Orioles and the Ravens. MSA agrees that it shall not publish or disclose to any party the terms of Section 4 of this Agreement or **Schedule A** unless such publication or disclosure is made to an agency or instrumentality of the City of Baltimore or the State of Maryland, to MSA's accountants or attorneys, or the publication or disclosure is required by law. MSA agrees to give Manager written notice prior to any such disclosure. During the Term of this Agreement, Manager shall:

a) Not release any documents, schedules, financial records or any other information related to the services or performance of the services under the Agreement nor publish or disseminate any draft or final reports or documents (except as reasonably necessary to perform its obligations hereunder or except as required by law) without the prior written consent of MSA; and

b) Indemnify and hold harmless MSA, the State of Maryland, the Orioles and the Ravens, their respective officers, agents, partners, shareholders, directors, members and employees, from all liability which may be incurred by reason of dissemination, publication,

distribution or circulation, in violation of Section 26(a), of any information, data, document, or materials pertaining in any way to the Agreement by Manager, its agents or employees.

26) CONTINGENT FEE PROHIBITION. Manager warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Manager, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Agreement. For breach or violation of this warranty, MSA shall have the right to deduct from the Management Fee, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent.

27) COMPLIANCE WITH LAW. Manager shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to its activities and obligations under this Agreement. Manager hereby represents and warrants that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or agency 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 Agreement.

28) AFFIDAVITS. Concurrently with the execution of this Agreement, Manager shall deliver to MSA the Contract Affidavit in the form attached hereto as Exhibit N, duly completed and executed by Manager.

29) HEADINGS. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, MSA AND MANAGER have caused this instrument be executed in their corporate name by their duly authorized officer, as of the day and date first above written.

ATTEST/WITNESS:

MARYLAND STADIUM AUTHORITY

By:

Title:

CONTRACTOR

ATTEST//WITNESS:

By:

Title:

[ACKNOWLEDGEMENTS ON NEXT PAGE]

ACKNOWLEDGEMENT BY THE BALTIMORE ORIOLES LIMITED PARTNERSHIP

The Orioles hereby accept and agree to the provisions of this Management Agreement concerning the Orioles and the use of the Parking Facilities for parking for MLB Events and Non-MLB Events, including, but not limited to: (1) Section 5 of the Management Agreement, and the Operating Budget For Calendar 2020 and Schedule of Operating Expenses attached as **Schedule A**; (2) the allocation of Manager's compensation and certain Operating Expenses as set forth in **Schedule A** and Sections 4 and 5 of the Management Agreement; (3) the provisions set forth in Section 9(c) of the Management Agreement; and (4) the provisions set forth in Sections 2(i), 2(j) and 2(k) of the Management Agreement.

ATTEST/WITNESS: THE BALTIMORE ORIOLES LIMITED PARTNERSHIP

_____ By:_____

ACKNOWLEDGEMENT BY THE BALTIMORE RAVENS LIMITED PARTNERSHIP

The Ravens hereby accept and agree to the provisions of this Management Agreement concerning the Ravens and the use of the Parking Facilities for parking for NFL Events and Non-NFL Events, including, but not limited to: (1) Section 5 of the Management Agreement, and the Operating Budget For Calendar 2020 and Schedule of Operating Expenses attached as **Schedule A**; (2) the allocation of Manager's compensation and certain Operating Expenses as set forth in **Schedule A** and Sections 4 and 5 of the Management Agreement; (3) the provisions set forth in Section 9(c) of the Management Agreement; and (4) the provisions set forth in Section 2(i), 2(j) and 2(k) of the Management Agreement.

ATTEST/WITNESS: THE BALTIMORE RAVENS LIMITED PARTNERSHIP

_____ By:_____

Schedules (Attached)

Schedule A - Operating Budget for Calendar 2020 and Schedule for Allocating Expenses Between MLB Events, Non-MLB Events, NFL Events, Non-NFL Events and MSA Events.

Schedule B - Manager's Expenses

Schedule C - Operation Plan

MARYLAND STADIUM AUTHORITY
SCHEDULE A

OPERATING BUDGET FOR CALENDAR YEAR 2020

Central Parking System 2020 Operating Budget Combined Operation						
	Orioles	Ravens	MSA	Combined Annual Budget Total	Prior Year Budget	% Change
Revenue						
Weekday Transient						
Weeknight Transient						
Weekend Transient						
Monthly						
Baseball Off-Site						
Baseball On-Site						
Football Off-Site						
Football On-Site						
Special Events						
Other Income (Lot Rentals)						
Validation						
Collected by Owner						
Gross Revenue						
Less Parking Tax						
Net Revenue						
				Combined Annual Budget Total	Prior Year Budget	% Change
Expenses	Orioles	Ravens	MSA			
Payroll						
Payroll Taxes						
Workers Comp						
Group Insurance						
Retirement						
Temporary Staffing						
Equipment Expense						
Equipment Rental						
Telephone						
Repairs & Maintenance						
Uniforms						
Liability Insurance						
Supplies & Postage						
Auto Damage						
Auto Allowance						
Professional Services						
Advertising						
Management Fee						
Employee Development						
Sweeping						
Sub-Total Expenses						
Net Operating Surplus						

SCHEDULE "B"
MANAGER'S EXPENSES

- 1) Salaries, travel and accommodation expenses of all executive personnel and officers of Manager.
- 2) Expenditures for any repair or replacement required solely as a result of the recklessness, carelessness or negligence of an employee or agent of Manager, and expenditures resulting from any indemnification obligation of Manager under Section 14(a) or Section 28 of the Agreement.
- 3) General and administrative expenses of Manager not allocable directly to operations at the Parking Facilities in accordance with the Agreement and **Schedule A.**
- 4) Personal property taxes of Manager's property.
- 5) Full size four wheel drive pick-up truck equipped with snow plow and sand/salt spreader. MSA shall approve the contractor's vehicle purchase in advance.
- 6) Administrative office equipment, including telephones, fax machine(s), computers, printer(s) and photocopier.

SCHEDULE "C"
OPERATION PLAN

Exhibit A – Parking Facilities On-Site Space Count and Off-Site

Exhibit B - Warehouse Tenant Commitments

Exhibit C – Intentionally Omitted

Exhibit D - Manager's Technical and Price Proposal

Exhibit E - Memorandum of Understanding with the Department of Environment

Exhibit F – Contract Affidavit

Exhibit A – Parking Facilities On-Site and Off-Site Space Count

CAMDEN YARDS SPORTS COMPLEX

Location

Number of Spaces

North Warehouse Lot	136
E/S Warehouse Lot	137
Lot A	426
Lot A-Annex	34
ENG Lot (Oriole Side)	24
Lot B	755
Lot C	850
ENG Lot (Ravens Side)	29
Lot D	235
Lot F	207
Lot G	277
Lot H	946
Lot R	60
Lot K	183
Lot L	112
Lot N	354
Lot NN	65

Exhibit B – Warehouse Tenant Commitments

Tenant Name	North	South	East	Lot A	Lot C	Total
Penonni	5			4		9
Exit 10						
E-Original		4			8	12
University		20		6		26
Vascular		3				3
Total	5	27	0	10	8	50

Exhibit C–

Intentionally Omitted

Exhibit D – Manager’s Technical and Financial Proposal

Exhibit E – Memorandum of Understanding with Maryland Department of Environment

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MARYLAND DEPARTMENT OF THE ENVIRONMENT
AND THE MARYLAND STADIUM AUTHORITY
CONCERNING EROSION AND SEDIMENT CONTROL
AND STORMWATER MANAGEMENT

This Memorandum of Understanding ("MOU"), between the Maryland Department of the Environment ("MDE"), Sediment and Stormwater Administration ("SSA"), and the Maryland Stadium Authority ("MSA") defines the responsibilities of each party concerning erosion and sediment control and stormwater management ("SWM") for the construction and operation of the Camden Yards Sports Complex site ("Site") in order to protect soil resources, protect and enhance water quality, and prevent pollution of the waters of the State of Maryland. For the purposes of this MOU, the Site is defined as the area generally bounded by Russell Street, Camden Street, Interstate Route 395 and Ostend Street, and any additional areas which MSA might obtain and develop. This MOU defines mechanisms and procedures to guide the interaction of the MSA and SSA in their respective roles as developer and manager of the Camden Yards Complex, and plan review and enforcement authority in regards to sediment control and stormwater management measures.

VHS 7/21/91
1/8 4/4/91

1. SCOPE.

The terms of this MOU shall govern all aspects of MSA's development of the Site, including development of the Camden Yards Baseball Stadium, development of related parking lots and pedestrian walkways, development of rail facilities on the site, improvements to and rehabilitation of the Camden Warehouse and Camden Station, future development of a football or multipurpose stadium, and other on-site development which may be undertaken by, or with the permission of MSA (collectively "the Project").

2. INITIAL PHASE APPROVAL AND RELATED CONDITIONS.

2.1 General: The "Initial Phase" of the Project consists of construction of the Camden Yards Baseball Stadium, related parking lots and pedestrian walkways, rehabilitation and expansion of the Camden Warehouse, and construction of rail facilities on the Site. Based on Project Plans as developed at the end of 1990, the Initial Phase of the Project would result in the following changes to land use:

- o Total Area Disturbed by Project: 98.3 ac.
- o Impervious Area Prior to Disturbance: 81.2 ac.
- o Impervious Area After Initial Phase Construction: 84.7 ac.
- o Net Increase of Impervious Area Resultant from Initial Phase: 3.5 ac.

2.2 Initial Phase Approval: MDE hereby gives conditional stormwater management approval of the plans for the Initial Phase of the Project subject to the following conditions:

2.3 Conditions:

2.3.1 Stormwater management shall be in accordance with existing MDE Regulation, COMAR, Title 26.09.02.01-.10, Stormwater Management Guidelines for State and Federal Projects, and other technical papers or procedures approved by SSA.

2.3.2 Reduction In Impervious Acreage: MSA shall revise its Project Plans in order to reduce impervious acreage by a minimum of 0.5 acres. This will be accomplished by a modification of the pedestrian spine south of Hamburg Street; previously proposed paved area will be replaced with grass thereby reducing the net increase of impervious area to 3.0 acres.

2.3.3. Construction of Extended Detention Pond: MSA will construct a pond and shallow marsh area at the southern limit of the MSA property, immediately north of Ostend Street, within the limits of the 1000-foot Critical Area Zone. Such pond shall be designed in accordance with Critical Area Commission design requirements. The drainage area to the pond is 11.7 acres; the pond will treat 10.5 acres of impervious area.

2.3.4 Vacuum Sweeping of Parking Areas: MSA agrees to perform vacuum sweeping of parking areas to minimize trash and sediment accumulation. Sweeping will be done after each stadium event or, in the absence of stadium events, at least once a week. MSA shall consult with MDE/SSA on a regular basis to determine whether the frequency of vacuum sweeping should be increased or decreased. MDE/SSA agrees that MSA might reduce the frequency of such sweeping if both parties find the sweeping to not be cost effective in relation to the amount of material being removed from the parking lots.

2.3.5 Fremont Drain Water Quality Facility: MSA shall investigate feasibility of constructing a large "water quality inlet" using the Fremont Drain. The investigation will confirm drainage area, structural soundness of the drain,

condition of the drain and the need to relocate drain based on plans for a future football stadium. Such feasibility study shall be completed and submitted to MDE/SSA prior to December 31, 1991. (Such date may be extended by MDE/SSA if warranted by the timing of decisions related to the design of a football stadium. If found to be feasible and cost effective (in the mutual opinion of MSA and MDE/SSA, and if needed to obtain final Stormwater Management Approval, MSA shall construct the facility. (Such construction will require approval of Baltimore City.)

3. INTERIM DEVELOPMENT APPROVALS.

Should MSA propose to undertake or allow Other Development prior to MDE/SSA approval of the Final Stormwater Management Plan (see below), and, if MDE/SSA determines that such Other Development would significantly affect management of stormwater on the Site, then, prior to the construction of such Other Development, MSA shall submit to MDE/SSA and shall obtain MDE/SSA approval of a stormwater management plan pertaining to such development. For the purpose of this MOU, "Other Development" is any development other than: a) that included in the Initial Phase and b) a football stadium and related facilities.

4. FINAL PHASE APPROVAL AND RELATED CONDITIONS.

4.1 Timing of Required Approval: Prior to the earlier of: a) the start of construction of a football stadium or related facilities, including expansion of or addition to existing surface parking areas, or December 31, 1992, MSA shall submit to MDE/SSA and shall obtain MDE/SSA approval of a Final Stormwater Management Plan. MAB 3/2/91
1/24 4/9/91

4.2 Scope: Such plan shall address the entire site as it may be configured at that time, evaluating any changes to the amount of impervious acreage which might have been made subsequent to the Initial Phase Stormwater Management Approval, and any changes which are proposed in conjunction with a football stadium or other facilities planned to be constructed at that time.

4.3 Goal of Final Stormwater Management Plan: In conjunction with the development of this plan and the design of additional MSA facilities related thereto, MSA shall strive to reduce impervious acreage so that the amount of impervious acreage on the site (as may be configured at that time) is no more than the impervious acreage that existed prior to disturbance by MSA. Should this not be feasible, MSA shall include

Attachment N. Contract Affidavit

A. AUTHORITY

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

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE 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 \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, 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 \$200,000 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 _____, 2019, 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

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

Solid Waste Management Policy



Solid Waste Management Policy

LEED for Existing Buildings: Operations and Maintenance

SECTION 1: POLICY SCOPE

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

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

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

SECTION 2: POLICY GOALS

To manage solid waste in a manner that will:

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

SECTION 3: PERFORMANCE METRIC

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

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

SECTION 4: PERFORMANCE EVALUATION

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

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

SECTION 5: RESPONSIBLE PARTY

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

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

SECTION 6: PROCEDURES AND STRATEGIES

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

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

SECTION 7: TIME PERIOD

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

Camden Yards Sports Complex LEED Existing Building: Operations and Maintenance

Sustainable Purchasing Policy



LEED for Existing Buildings: Operations and Maintenance Sustainable Purchasing Policy

SECTION 1: POLICY SCOPE

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

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

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

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

SECTION 2: POLICY GOALS

To purchase ongoing consumables in a manner that will:

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

SECTION 3: PERFORMANCE METRIC

Sustainable Purchasing of Ongoing Consumables

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

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

Sustainable Purchasing of Durable Goods

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

Furniture

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

- Purchases must contain at least 10% post consumer or 20% post industrial material.
- Purchases must contain at least 70% material salvages from off-site or outside the organization.
- Purchases contain at least 70% material salvaged from on-site, through an internal organization materials and equipment reuse program.
- Purchases contain at least 50% rapidly renewable material.
- Purchases contain at least 50% Forest Stewardship Council (FSC) certified wood.
- Purchases contain at least 50% material harvested and processed or extracted and processed within 500 miles of the project.

Electronics and Appliances

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

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

Sustainable Purchasing: Facility Alterations and Additions (when applicable)

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

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

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

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

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

SECTION 4: PERFORMANCE EVALUATION

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

SECTION 5: RESPONSIBLE PARTY

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

SECTION 6: PROCEDURES AND STRATEGIES

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

Packaging

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

Recycled Content

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

SECTION 7: TIME PERIOD

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

Camden Yards Sports Complex LEED Existing Building: Operations and Maintenance

Building Exterior and Hardscape Management Plan



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

SECTION 1: SCOPE

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

SECTION 2: GOALS

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

The Plan addresses environmental best practices for:

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

SECTION 3: RESPONSIBLE PARTIES

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

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

SECTION 4: QUALITY CONTROL PROCESS

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

SECTION 5: MAINTENANCE EQUIPMENT

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

PERFORMANCE METRICS

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

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

PRACTICES TO OPTIMIZE SITE MAINTENANCE EQUIPMENT

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

SECTION 6: SNOW REMOVAL

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

PERFORMANCE METRICS

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

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

PRACTICES TO OPTIMIZE SNOW REMOVAL

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

SECTION 7: HARDSCAPE MAINTENANCE & BUILDING EXTERIOR CLEANING

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

PERFORMANCE METRICS

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

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

If any additional chemical cleaning product or equipment is needed they will meet the standards (IEQc3.3 - 3.4) set below. Compliance will be measured by cost of compliant materials. It is the goal to never fall below 75% for sustainable practices (by use).

Cleaning Products	Standard
General-purpose	Green Seal - 37
Bathroom	Green Seal - 37
Glass	Green Seal - 37
Galss and Carpet cleaners used for Industrial and Institutional Purposes	Green Seal - 37
Cleaning and Degreasing Compounds	Environmental Choice - 110
Hard Surface Cleaners	Environmental Choice - 146
Carpet and Upholstery Care	Environmental choice - 148
Disinfectants, Metal Polish, Floor Finishes, Strippers, or other products not addressed by the above section	Standard
Floor Care used for Industrial and Institutional Purposes	Green Seal - 40
Digestion Additives for Cleaning and Odor Control	Environmental Choice - 112
Drain or Grease Trap Additives	Environmental Choice - 113
Odor Control Additives	Environmental Choice - 115
Hard Floor Care	Environmental Choice - 147
Disposable Janitorial Paper Products, Trash Bags	Standard
Janitorial Paper and Plastic Can Liners	EPA Guidelines for Trash Bags
Paper Towels and Napkins	Green Seal - 09 or EPA Recycled & Recovered guidelines
Tissue Paper	Green Seal - 01 or EPA Recycled & Recovered guidelines
Toilet Tissue	Environmental Choice - 082 or EPA Recycled & Recovered guidelines
Hand towels	Environmental Choice - 086 or EPA Recycled & Recovered guidelines
Hand Soaps	Standard
Hand Cleaners - Industrial and Institutional	Green Seal - 41 or No Antimicrobial Agents except where required by health codes
Hand Cleaners and Hand Soaps	Environmental Choice - 104 or No Antimicrobial Agents except where required by health codes
Equipment	Standard
Vacuums	CRI Certified and dound level less than 70dBA
Carpet Extraction Equipment	CRI Certified
Powered Floor maintenance equipment	Equipped with vacuums and guards, operated with a sound level of less than 70dBA
Propane-powered floor equipment	Engines must meet California Air Resources Board (CARB), sound level less than 90dBA, bumbers
Automated scrubbing machines	variable speed pumps, on board chemical metering, and bumpers. Or Chemical free
Battery Powered equipment	Gel Batteries

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

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

PRACTICES TO OPTIMIZE HARDSCAPE MAINTENANCE

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

SECTION 8: PAINTS AND SEALANTS

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

PERFORMANCE METRICS

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

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

PRACTICES TO OPTIMIZE THE USE OF ENVIRONMENTALLY PREFERRED PAINTS AND SEALANTS

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

Architectural Applications	VOC Limit [g/L less water]	Specialty Applications	VOC Limit [g/L less water]
Indoor carpet adhesives	50	PVC welding	510
Carpet pad adhesives	50	CPVC welding	490
Wood flooring Adhesives	100	ABS welding	325
Rubber floor adhesives	60	Plastic cement welding	250
Subfloor adhesives	50	Adhesive primer for plastic	550
Ceramic tile adhesives	65	Contact adhesive	80
VCT and asphalt adhesives	50	Special purpose contact adhesive	250
Drywall and panel adhesives	50	Structural wood member adhesive	140
Cove base adhesives	50	Sheet applied rubber lining operations	850
Multipurpose construction adhesives	70	Top and trim adhesive	250
Structural glazing adhesives	100		

Substrate Specific Applications	VOC Limit [g/L less water]	Sealants	VOC Limit [g/L less water]
Metal-to-metal	30	Architectural	250
Plastic foams	50	Non-membrane roof	300
Porous materials (except wood)	50	Roadway	250
Wood	30	Single-ply roof membrane	450
Fiberglass	80	Other	420
Sealant Primers	VOC Limit [g/L less water]		
Architectural non-porous	250		
Architectural porous	775		
Other	750		
Paints	VOC Limit [g/L]		
Exterior nonflat	200		
Exterior flat	100		

SECTION 9: TIME PERIOD

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

Appendix I. Abbreviations and Definitions

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

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

- P. Management Agreement – The agreement entered into between MSA and the selected Offeror responding to this RFP. The agreement will include all general MSA terms and conditions, and will incorporate the entire RFP, including any amendments/addenda, and all or indicated portions of the selected Offeror’s proposal. A sample service contract is included as **Attachment M** to this RFP.
- Q. MSA – Maryland Stadium Authority
- R. MSA Procurement Policies – Maryland Stadium Authority Procurement Policies and Procedures.
- S. 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.
- T. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- U. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- V. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- W. Offeror – An entity that submits a Proposal in response to this RFP.
- X. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only MSA representative who can authorize changes to the Contract. The MSA may change the Procurement Officer at any time by written notice to the Contractor.
- Y. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- Z. Request for Proposals (RFP) – This Request for Proposals issued by the MSA, with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- AA. State – The State of Maryland.
- BB. Total Proposal Price - The Offeror’s total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.

SYSTEM ACCESS

Vendor Account Look Up:

Find your account and retrieve your password at

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

CONTRACT COMPLIANCE & REPORTING**For Prime Contractor**

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

For Subcontractors

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

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

Additional Contractor Benefits

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

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

Online subcontractor addition/substitution request process.

Getting Started with Subcontractor Utilization Reporting

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

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

- 1. If changes in the living wage legislation change and adversely affect the pricing of this contract, will MSA negotiate in good faith with the awarded contractor?**

No. MSA has no control over the living wage determination, nor will it modify the contract as a result of changes in the wage determination.

- 2. Define the value of the contract.**

The contract value includes all management fees, payroll/salaries and budgeted reimbursable expenses (exclusive of parking taxes). The contract value will vary from year to year depending upon the expenses agreed upon in the operating budget.

- 3. Will an operator be authorized to carry out other business functions not related to this project from the office provided by MSA?**

No.

- 4. Will the operator be able to house administrative staff not paid for or related to the business operations of this contract in the office provided by MSA?**

No.

- 5. Are all signs required to meet State/Federal Highway regulations for reflectivity, size, and letter size?**

No.

- 6. Will MSA or the contractor be responsible to hold the permit, pay for the permit, and pay the parking tax as it applies to the City Treasury?**

The contractor will hold the permit and pay the associated fees and taxes subject to reimbursement under the operating budget.

- 7. Should the projected cost (Workers Comp, Group Insurance, Retirement, Temporary Staffing, Equipment Rental, Snow Removal, etc.) listed on the Operating Budget Sheet (Schedule A) be included on the financial proposal forms (Attachment B)? If they are not to be listed on these sheets, is the offeror required to provide these costs along with the costs on the financial sheets to provide MSA with a complete total cost for the service?**

The financial proposal should include only the unit costs identified on the forms provided. "Operational costs" per the operating budget will be determined and agreed upon by the parties after the contract award.