

Maryland Stadium Authority

333 West Camden Street, Suite 500

Baltimore, Maryland 21201



Invitation For Bids

SMALL BUSINESS RESERVE PROCUREMENT

Renovations to Visitor and Auxiliary Clubhouses

ORIOLE PARK AT CAMDEN YARDS

MSA Project No. 21-017

ISSUE DATE: October 16, 2020

DUE DATE: November 16, 2020

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

IFB 21-017

Issuing Office: Maryland Stadium Authority

Procurement Officer: Sandra Fox
Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, MD 21201
Office Phone: 410 333-1560
E-mail: sfox@mdstad.com

Contract Administrator: Philip Hutson, Associate Vice President
333 West Camden Street, Suite 500
Baltimore, Maryland 21201
Office Phone: (410) 333-1560
E-mail: phutson@mdstad.com

Contract Monitor: Negometrix eProcurement System
Bid Submission – Electronically To: www.app.negometrix.com-register
Solicitation Issue Date: October 16, 2020
Deadline for Receipt of Questions: November 9, 2020 by 4:00 p.m.
Bid Submission Due Date & Time: 2:00 p.m. (local times)- November 16, 2020
Public Bid Announcement:
Call-In Information: Meet.google.com/tan-onro-qkg
1302 481 5078 PIN# 651 123 224#
December 1, 2020 (subject to change)
Contract Award Date (tentative)
Pre-Bid Meeting -via teleconference on: **at**
Call-In Information: Meet.google.com/tan-onro-qkg
1 315 925 6233 +
PIN: 522 793 636 #

Pre-Bid Meeting Date and Time: **October 26, 2020 at 10:00 a.m.**

MBE Goal: 30% of the total dollar value of the contract with no subgoals

NOTICE

The offeror shall acknowledge the above schedule in their proposal and advise if the current COVID travel restrictions will impact the schedule. MSA understands travel restrictions may change in the future regarding the COVID situation. Should this occur, MSA and the consultant shall mutually agree upon a revised schedule.

Prospective Offerors who have obtained this document from a source other than as a direct solicitation from the Issuing Office, must immediately contact the Procurement Officer and provide their name and contact information in order receive any amendments to the IFB, or any other communications relevant thereto.

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SECTION I -- PROCUREMENT INFORMATION

1.01 SUMMARY

1.01.1 The Maryland Stadium Authority (MSA) which is issuing this Invitation For Bids (“**IFB**”), is requesting bids for a highly qualified contractor to renovate a portion of the visitors and auxiliary clubhouses, at Oriole Park at Camden Yards (the “**Services**”), at Oriole Park at Camden Yards.

As used in this IFB: (a) the Services also means the “**Work**”; and (b) Bidder may be referred to as “**Offeror**.”

1.02 PROCUREMENT OFFICER

The sole point of contact for purposes of this procurement is the Procurement Officer identified on the Key Information Summary Sheet. The Procurement Officer may designate others to act on its behalf. MSA may change the Procurement Officer at its discretion.

1.03 CONTRACT REPRESENTATIVES

1.03.1 The Contract Administrator and the Contract Monitor identified on the Key Information Summary Sheet monitor the daily activities of the contract and provides technical guidance to the Contractor under the awarded contract. The Contract Administrator is the point of contract post award, by whom work will be assigned.

1.03.2 Prospective bidders (“**Bidders**”) who have received this document from a source other than MSA should immediately contact the Procurement Officer and provide their name, mailing and email address so that any amendments to the IFB and other communications may be sent to them.

This IFB is also available on MSA’s website in PDF format at <https://www.mdstad.com/> and on the State of Maryland’s eMaryland Marketplace Advantage at: <https://procurement.maryland.gov>.

1.04 PROCUREMENT METHOD

1.04.1 This contract will be awarded in accordance with the competitive sealed bidding process pursuant to MSA procurement policies and procedures available on MSA’s website at <https://www.mdstad.com>.

1.05 EMARYLAND MARKETPLACE (EMMA)

1.05.1 eMMA is the electronic commerce system for the State of Maryland. The IFB, Pre-bid Conference summary and attendance sheet, Bidder’s questions and the Procurement Officer’s responses, addenda, and other solicitation-related information will be made available via eMMA as well as on MSA’s website, and MSA’s third party e-procurement system, Negometrix (see Key Information Summary Sheet).

1.05.2 However, in order to receive a contract award, a vendor *must* be registered on eMMA. Registration is free. Go to <https://procurement.maryland.gov>, click on “Register” to begin the process, and then follow the prompts.

1.06 ELECTRONIC PROCUREMENT

1.06.1 The Procurement Officer may conduct the procurement using eMMA, e-mail or MSA’s third party e-procurement system, Negometrix, to issue:

- (a) The IFB;
- (b) Any amendments and requests for best and final offers;
- (c) Pre-Bid conference documents;
- (d) Questions and responses;
- (e) Communications regarding the solicitation or Bid to any Bidder or potential Bidder.
- (f) Notices of award selection or non-selection; and
- (g) The Procurement Officer’s decision on any Bid protest or Contract claim.

1.06.2 For this solicitation:

- (a) Negometrix is MSA’s preferred method for receiving bids;
- (b) the Bidder may submit its bid electronically *only* through MSA’s secured third party e-procurement system, Negometrix.
- (c) If a Bidder is unable to use electronic means for submitting a bid, alternative arrangements may be made by contacting the Procurement Officer for the timely receipt of a paper sealed bid.
 - (i) Bids must be received by the solicitation due date and time regardless of delivery method.
 - (ii) If a Bidder submits a hard copy to the Issuing Office, MSA requests that the Bidder send notice via email to the Procurement Officer letting her know.

1.06.3 The Bidder or potential Bidder may use e-mail or Negometrix e-procurement system to:

- (a) Ask questions regarding the solicitation;
- (b) **Reply** to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail, but only on the terms specifically approved and directed by the Procurement Officer; and
- (c) Submit a "No Bid Response" to the IFB.

(d) The Procurement Officer, the Contract Administrator or the Contract Monitor, and the Contractor may conduct day-to-day contract administration, except as outlined in **Section 1.06.2(b)** of above, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer, Contract Administrator or Contract Monitor.

(e) Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Representative.

1.07 PROHIBITED ELECTRONIC TRANSACTIONS AND COMMUNICATIONS

1.08.1 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 bids may not be submitted by email or facsimile. See above for instruction on how to submit a bid by electronic means.

(b) Filing of Bid Protests or contract claims;

(c) Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

1.08 QUESTIONS REGARDING THE SOLICITATION

1.081 All questions shall identify in the subject line the Solicitation number and Title (MSA Project No. 21-017, Renovation of Visitors and Auxiliary Clubhouses) and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified in the Key Information Summary Sheet.

1.08.2 Answers to questions that are not clearly specific to only the requester will be distributed in the same manner as amendments to the IFB, posted on MSA's website, and posted on eMMA, and Negometrix.

Note: Not all solicitations provide for a question period.

1.08.3 A response to a question, whether verbal or in writing, is not binding on MSA unless MSA issues a written amendment to the IFB or the contract.

1.09 PRE-BID CONFERENCE

1.06.1 There will be a pre-bid conference ("Conference") held remotely at the date and time indicated on the Key Information Summary Sheet.

(a) Participation is not mandatory however, all interested parties are encouraged to participate to ensure their understanding of the bid requirements.

(b) MSA strongly recommends that all prime contractors have their intended subcontractors participate in the pre-bid conference, and if offered, attend a site visit to ensure all parties understand the contract requirements, including but not limited to the MBE Goal, if applicable.

(c) MBE subcontractors are encouraged to attend the Conference and market their participation to potential prime contractors.

(d) Following conclusion of the Conference, the attendance record and summary of the Conference will be distributed in the same manner as amendments to the IFB and, if applicable, responses to questions.

(e) Attendees should have a copy of the IFB and for in-person Conferences, a business card to facilitate the sign-in process.

1.10 SUBMISSION DEADLINE

1.10.1 To be considered for award (i) Bidders must submit their bid in the manner described in Section 1.06 no later than the date and time set forth on the Key Information Summary Sheet; and (ii) Bid submissions must comply with the Bid Submission Requirements in Section VIII.

1.10.2 MSA will not grant requests for extension of the submission date or time. MSA will not consider Bids or unsolicited amendments to Bids after the date and time when the bids are due, regardless of the method of their transmission.

1.11 FALSE STATEMENTS

1.11.1 Bidders are advised that State Finance and Procurement Article § 11-205.1, Annotated Code of Maryland provides as follows:

(a) In *general*. – In connection with a procurement contract a person may not willfully:

(1) falsify, conceal, or suppress a material fact by any scheme or device;

(2) make a false or fraudulent statement or representation of a material fact; or

(3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

(b) Aiding or conspiring with others. – A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

(c) Penalty. – 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 5 years or both.

1.12 ANTI-BRIBERY

Anti-Bribery. Offeror certifies that, to the Offeror's best knowledge, neither the Offeror, nor (if the Offeror is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders, nor any employee of the Offeror who is proposed to be directly involved in the Offeror's activities in connection with the services to be provided, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

1.13 DURATION OF OFFER

1.13.1 Bids submitted in response to this solicitation are irrevocable for 120 days following the later of the bid submission due date or the date the Procurement Officer receives best and final offers, if any. At the request of the Procurement Officer, the Bidder may agree in writing to extend this period.

1.13.2 Bids may be modified or withdrawn by written notice to the Procurement Officer before the Bid submission due date and time.

1.14 COMPANIES NOT SUBMITTING A BID REQUEST

Companies not responding to this IFB are requested to submit the "Notice to Offerors/Bidders/Contractors" form which includes company information and the reason for not bidding (i.e. too busy, does not satisfy minimum requirements, etc.).

SECTION II GENERAL INFORMATION

2.01 DISCLOSURE

2.01.1 Bids shall be subject to disclosure pursuant to the provisions of Maryland's Public Information Act, Section 4-101 et seq. of the General Provisions Article of the Annotated Code of Maryland (the "Public Information Act"). An Offeror must identify specifically those portions of its bid or proposal, if any, which it deems to contain trade secrets or confidential or proprietary information and must provide justification why such materials should not, upon request, be disclosed by MSA and the State under the Public Information Act.

2.01.2 The opened bids shall be available for public inspection at a reasonable time after bid opening, but before contract award. Material that Bidder has designated as confidential shall accompany the Bid and shall be readily separable from the bid to facilitate public inspection of the non-confidential portion of the bid, including the Total Bid Price.

2.01.3 The decision regarding whether to release information requested pursuant to the requirements of the Public Information Act requires the Procurement Officer to make an independent determination whether information must be disclosed.

2.02 EXPENSES

MSA and the State are not responsible for direct or indirect expenses that a Bidder may incur in preparing and submitting a bid.

2.03 BIDDER'S AFFIDAVITS

2.03.1 Each Bidder shall complete and submit the Bid/Proposal Affidavit attached hereto as **Attachment C** with the Bidder's Bid.

2.03.2 A successful Bidder will be required to complete a Contract Affidavit in the form attached hereto as **Attachment L** at the time of execution of the contract entered as a result of this IFB.

2.03.3 Conflict of Interest Affidavit.

(a) The Bidder shall complete and sign the Conflict of Interest Affidavit and Disclosure ("**Conflicts Affidavit**") (**Attachment H**) and submit it with its Bid.

(b) By submitting a Conflicts Affidavit, the Contractor shall be construed as certifying all Contractor personnel and subcontractors are also without conflicts of interest as defined in Code of Maryland Regulations ("COMAR") 21.05.08.08A.

(c) Additionally, a Contractor has an ongoing obligation to ensure that all Contractor personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, see COMAR 21.05.08.08.

2.03.4 Participation in Drafting of Specifications: Disqualifying Event: Bidders 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 bids for a procurement, or the selection or award made in response to an invitation for bids or a request for bids, 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 Bidder submitting a Bid in violation of this provision shall be classified as "not responsible."

2.04 ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a bid, the Bidder accepts all the terms and conditions set forth in this IFB including all attachments.

2.05 MANDATORY CONTRACTUAL TERMS.

By submitting a bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms of this IFB and the standard contract terms and conditions included in the Sample Contract and Supplemental Provisions attached hereto as **Attachment F**. Any exceptions to this IFB or **Attachment F** must be clearly identified in the bid submitted. A bid that takes exception to these terms may not be reasonably susceptible of being selected for award.

2.06 PROCUREMENT REGULATIONS

The IFB and any contract entered into as a result hereof is not subject to the provisions of Division II of the State Finance and Procurement Article of the Maryland Annotated Code (the "Procurement Article") except as set forth in MSA's procurement policies available online at www.mdstad.com.

2.07 MINORITY PARTICIPATION.

Minority Business Enterprises are encouraged to respond to this solicitation.

2.07.1 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.

2.07.2 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.

2.07.3 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.

2.07.4 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 may result in the State's rejection of the Offeror's Proposal for the applicable Service Category. This failure is not curable.

2.07.5 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.
4. 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.

2.07.6 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 subsequent

Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

2.07.7 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.

2.07.8 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.

2.07.9 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.

2.07.10 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 F).

2.07.11 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.

2.08 MULTIPLE CONTRACTS AND ASSIGNMENTS

Although it is anticipated that one contract will be awarded, MSA may elect to make an award to more than one Bidder. If more than one contract is awarded, the Contract Administrator (or its designee) will determine, in the Contract Administrator's sole discretion, which Bidder will be retained to provide services required in accordance with the contract.

2.09 NO GUARANTEE OF WORK

No Contractor is guaranteed any minimum amount of work or compensation.

2.10 CONTRACT TERM

The Contract term shall commence as of a date to be specified in the Contract. The Contractor will provide renovations to the visitor locker room (see Scope of Services Section V).

2.11 RESERVED

2.12 ELECTRONIC FUNDS TRANSFER

By submitting a response to this IFB, the Bidder agrees to accept payments by electronic transfer unless the State Comptroller's Office grants an exemption. The selected Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (ETF) Registration Request Form. Any request for exemption must be submitted to the State's Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 Vendor Electronic Funds Registration Form may be downloaded from:

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/

2.13 AMENDMENT OR CANCELLATION OF IFB

MSA reserves the right to amend the IFB prior to the bid due date and time. Any amendments will be provided to prospective Bidders that were sent this IFB, or otherwise are known to the Procurement Officer to have obtained this IFB. Bidders will be required to acknowledge in writing the receipt of all amendments. In addition, MSA will post amendments to this IFB on the MSA's Web Page at: www.mdstad.com. MSA will send amendments made after the due date for bids only to those Bidders who submitted a timely bid.

Failure to acknowledge receipt of amendments does not relieve the Bidder from complying with all terms of any such amendment.

2.14 BID ACCEPTANCE; DISCUSSIONS

MSA reserves the right to accept or reject any and all bids, in whole or in part, received in response to this IFB, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified Bidders in any manner necessary to serve the best interest of MSA and the State. MSA also reserves the right, in its sole discretion, to award the contract based upon the written bid received without prior discussions or negotiations.

2.15 ORAL PRESENTATION

In support of their bids, Bidders may be required to make an oral presentation not more than two calendar weeks after the office has requested a Bidder to do so. Failure to be prepared to make an oral presentation within this period may prevent the Bidder's bid from receiving further consideration. All oral representations will become part of the Bidder's bid and are binding if the Contract is awarded to the Bidder.

2.16 MULTIPLE BIDS

MSA will not accept multiple or alternative bids from a single Bidder.

2.17 PROTESTS

Any protest or dispute related respectively to this solicitation or the resulting contract shall be subject to MSA's policies which can be accessed online at MSA's website at: www.mdstad.com.

2.18 BID OPENING

Bid results will be read aloud via live teleconference at the date and time set forth in the Key Information Summary.

2.19 REPRESENTATIONS

By submitting a bid in response to this IFB, the Bidder represents that (a) it is not in arrears in the payment of any obligations due to and owing to the State or any department or unit thereof, including but not limited to the payment of taxes and employee benefits (the "State Obligations"), and (b) it is in compliance with all federal, State and local laws applicable to its activities and obligations under the Contract. Further, if selected for award, the Bidder agrees that these representations will continue in effect during the term of the Contract.

2.20 ORDER OF PRECEDENCE

The relationship between the parties will be embodied in the following documents listed in their order of precedence:

1. the executed Contract;
2. the Contract Affidavit;
3. the IFB;

4. the Bidder's Bid.

MSA will not accept any modifications to the order of precedence provision of this solicitation. If the Bidder proposes any terms and conditions inconsistent with the requirements of the solicitation, the Bidder must clearly state those terms and conditions in its bid.

2.21 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**). SDT 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 Bidder complete registration prior to the bid submissions due date and time. The Bidder's failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award. The Bidder must be in good standing with the State of Maryland to receive a contract award.

2.22 TAX EXEMPTION

MSA is generally exempt from Federal excise taxes, and District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. This exemption does not apply to any sale of tangible personal property, otherwise taxable, where a contractor is required to use, furnish, and install material to be used under a contract with the MSA for construction, repair, or alteration of real property.

2.23 SUSTAINABILITY POLICIES

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

2.24 BONDS

2.24.1 Bid Bond

If the total bid price exceeds \$100,000, Bidder must submit with its Bid a Bid Bond or other suitable security, as summarized in 2.24.3, in the amount of five percent (5%) of the Total Evaluated Price, guaranteeing the availability of the goods and services at the offered price for 180 days after the due date for receipt of Bids.

The bond shall be in the form provided in **Attachment I**.

The Bidder may request a release of the bond after the date of the award in return for a release signed by the Contractor and accepted by the MSA.

The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.

2.24.2 Performance Bond

A Performance and Payment Bond will only be required for individual task orders exceeding \$100,000. A Performance Bond and Payment Bond must be submitted within ten (10) days of task order notification.

2.24.3 Acceptable Security

Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07.01:

- a) Acceptable security for bid, performance, and payment bonds is limited to:
 - 1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
 - 2) A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
 - 3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;
 - 4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

2.25 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 wage compliance system (See Appendix I – 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 applicable MSA contracts. The prime firm, its first tier subcontractors, 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 applicable). MSA may require additional information related to the contract to be provided electronically through the system at any time, during, or after contract award. See MSA Contract Compliance System Information included as **Attachment A**.

SECTION III BIDDER QUALIFICATIONS

3.01 BIDDER QUALIFICATION FORM

The Bidder must complete a Contractor's Experience and Qualifications Form, (*see **Attachment G*** hereto) and submit it with documents in Section 8.03.

3.02 REFERENCES

Bidder must provide a minimum of three (3) professional references for work performed that was the same or similar to the work described in the Scope of Services in Section IV. In MSA's sole discretion, it may contact any reference Bidder provides, or other references of its own choice.

3.03 EXPERIENCE

The Bidder must have a minimum of five (5) years' experience performing commercial building renovations and related services, preferably projects that include athletic locker rooms or similar facilities ("**Experience**"). Bidder shall be able to demonstrate that its experience is comparable to the technical complexity required for this project. Experience officially gained by an individual Bidder prior to formation of formal business entity may be considered when evaluating Bidder's minimum qualifications.

3.04 EMPLOYEE AND SUBCONTRACTORS' EXPERIENCE

3.04.1 Employees and subcontractors whom Bidder proposes to perform work under the contract awarded shall also have a minimum of three (3) years' experience performing commercial general contracting services at commercial facilities similar in nature to the requirements under this IFB.

3.04.2 If performing a trade that is subject to licensure by the State of Maryland, the Contractor shall have and maintain a trade license issued by the State of Maryland. A copy of the license must be included with the Bid.

Proof of experience must be included with the Contractor's Experience and Qualifications statement (Attachment G**).**

3.05 RESERVED

3.06 CONTRACT AWARD AT MSA'S DISCRETION

Satisfaction of the Minimum Qualifications does not guarantee a Bidder will be deemed responsible or have its bid deemed reasonably susceptible of being selected for an award. Determination of a Bidder's qualification for award is at the sole and absolute discretion of the MSA's Procurement Officer or designee.

3.07 SUBSIDIARY ENTITY QUALIFICATION

3.07.1 If the Bidder is a subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, experience and other documentation (i.e. insurance policies, bonds, letters of credit, etc.) used to meet minimum qualifications, shall pertain exclusively to the Bidder.

SECTION IV SMALL BUSINESS RESERVE

4.01 SMALL BUSINESS CERTIFICATION

4.01.1 This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and Regulations promulgated in connection thereto, and are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.

Information on the certification process is available at eMaryland Marketplace Advantage and at the Department of General Services Website at <https://dgs.maryland.gov/Pages/Procurement/index.aspx>

4.02 INELIGIBLE BIDS

Under a small business reserve procurement, a business that is not a registered small business is ineligible for award of a contract.

4.03 CERTIFICATION CONFIRMATION

Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the Governor's Office of Small, Minority & Women Business Affairs as a small business. A procurement contract award under a small business reserve may not be made to a business that has not been SBR certified.

SECTION V SCOPE OF SERVICES

5.01 SCOPE OF SERVICES

5.01.1 The Contractor shall furnish and provide all labor, materials, and equipment required to renovate a portion of the visitors and auxiliary clubhouses, at Oriole Park at Camden Yards.

5.01.2 The Contractor shall follow the attached plans (Appendix I – Project Drawings and Specifications) to renovate the outlined spaces in the visitor's and auxiliary clubhouses. The contractor must follow all guidelines and specifications outlined in the plans. Submittals shall be

submitted for MSA and designer approval before construction begins. An operation and maintenance manual must be submitted to MSA upon project completion.

The work will be taking place in an active stadium. Contractor is responsible for containing all dust and making all reasonable efforts to reduce noise. Work that interferes with any daily ballpark operations will be expected to be performed off hours.

The area will be closed to the team during construction but access to the adjacent spaces shall be maintained.

Contractor shall provide a two year warranty on labor. Material warranty shall be per manufacturer, but two years at a minimum.

The construction schedule shall be as follows:

Notice to Proceed - January 6, 2021

Substantial Completion - February 26, 2021

Final Completion - March 12, 2021

The contractor shall include a CPM schedule with their bid.

5.01.3 **General Requirements:**

5.01.3.1 The contractor will be expected to work closely with MSA and the Baltimore Orioles as appropriate throughout all phases of the project.

5.01.3.2 MSA reserves the right to add or delete the scope in any manner necessary to serve the best interest of MSA.

5.01.3.3 All plans shall comply with all Federal, State, and local codes.

5.01.3.4 All work and disposal shall comply with LEED O+M Policy. Proper documentation per the specifications and all LEED policy must be submitted to MSA and JRS for review.

5.01.3.5 All materials should be installed to be ADA compliant.

5.01.3.6 MSA reserves the right to proceed with all or a partial portion of the scope of work at any point throughout the project.

5.01.3.7 All demolition and disposal efforts outlined in the plans are the contractor's responsibility.

5.01.3.8 The Contractor shall maintain access to all walkways during the entire construction process.

5.01.3.9 The Contractor is responsible for all modifications of pedestrian traffic that may be necessary to perform the work.

5.01.3.10 If lead times for any materials are thought to be an issue, such issues must be disclosed with the bid.

5.01.3.11 Contractor shall follow all OSHA and MOSHA regulations.

5.01.4 Project Close-Out

5.01.4.1 All data, information, material and matter of any nature and all copies thereof in any and all forms whatsoever developed by the Contractor or in the Contractor's possession or control relating to the Project is the property of MSA and shall be delivered to MSA within 30 days upon completion of any project completed under this Contract. In addition, all documents in progress are the property of MSA and shall be delivered to MSA within 10 days in the event of termination of the contract prior to completion.

MSA reserves the right to perform any work called for in this contract by MSA forces or other third parties.

5.02 STANDARD OF CARE

5.02.1 The Contractor shall perform the services:

(a) With the standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder; and

(b) In accordance with Maryland and applicable federal laws and regulations that govern MSA and its properties.

5.02.2 All work shall conform to all applicable manufacturer's specifications.

5.02.3 Notwithstanding any review, approval, acceptance, or payment for the services by MSA, the Contractor shall be responsible for the professional and technical accuracy of its work and materials furnished by it under the Contract.

5.03 SITE INVESTIGATION

5.03.1 By submitting a bid, the Bidder acknowledges that it has investigated the conditions affecting the work, including but not limited to: transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, physical conditions of the site, the conditions of the ground, the character of equipment and facilities needed to and during prosecution of the work.

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

5.04 STAFFING AND SUPERVISION

5.04.1 Contractor shall provide a work force sufficient to complete the work as specified. Included in this work force shall be a competent Contractor Administrator acceptable to MSA who shall be responsible for adherence to the contract requirements.

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

5.04.3 All Work shall conform to all applicable manufacturer's specifications in addition to all federal, state, and local code requirements and regulations.

5.04.7 The Contractor must meet all Federal EPSA, OSHA, and MDE guidelines.

5.05 COORDINATION

The schedule of work to be done shall be subject to the approval of MSA.

5.05.1 Contractor shall coordinate with MSA and its partners and vendors in carrying out its duties and responsibilities under this contract.

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

5.05.3 It is the Contractor responsibility to contact miss utilities or another comparable organization to determine that no utilities will be damaged during the renovation process.

5.06 PERTINENT CONTRACT PROVISIONS

Bidder is directed to carefully review the form of Contract for terms and conditions for performance of work and provision of services, including but not limited to use of premises, working hours, protection of MSA property, safety, security, cleaning and unloading of materials.

5.06 WORKING HOURS

5.06.1 Regular working hours shall mean between 7:00 a.m. and 3:30 p.m., Monday through Friday, MSA holidays and weekends excluded. Overtime will be paid after forty (40) hours in one business week with MSA prior approval. Overtime in a week is tallied per employee.

5.06.2 The Contractor at its own cost and expense may elect to work other than normal hours. MSA will not be responsible for any overtime hours absent prior written authorization by MSA.

SECTION VI HAZARDOUS WASTE

6.01.1 The Contractor shall handle, store, transport and dispose hazardous waste materials in compliance with Federal and State hazardous waste laws, rules, and regulations.

6.01.2 The Contractor retains ownership/possession of all waste materials generated by their work and shall be wholly responsible for the cleanup of any contamination resulting from spills or mishandling of same. Waste materials must be packaged and labeled according to MDE/EPA and DOT regulations and must be removed from MSA property within 10 working days of completion of work. The Contractor shall make every effort to minimize the generation of hazardous waste.

6.01.3 The Contractor shall handle, store, transport and dispose of hazardous waste materials in compliance with Federal and State hazardous waste laws, rules, and regulations.

SECTION VII INSURANCE REQUIREMENTS

7.01.1 The Contractor and its subcontractors shall maintain Commercial General Liability Insurance or its equivalent (preferably applied separately to this Contract), for bodily injury and property damage, including loss of use. It is preferred that coverage be provided on an “occurrence” basis. Such Commercial General Liability policy shall include the following extensions:

- (i) Premises/Operations;
- (ii) Actions of Independent Contractors;
- (iii) Products/completed Operations to be maintained for two (2) years after completion of the contract;
- (iv) Contractual liability assumed under this contract;
- (v) Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section).

7.01.2 The Contractor and its subcontractors shall maintain Business Automobile Liability Insurance which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired, or non-owned motor vehicles, uninsured motorist’s insurance and automobile contractual liability.

NOTE: INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.

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

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

Commercial General Liability Insurance including all extensions –

\$1,000,000 each occurrence;

\$1,000,000 personal injury;

\$1,000,000 products liability;

\$1,000,000 general aggregate

Business Automobile Liability –

\$1,000,000 each accident

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

7.01.5 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to MSA.

7.01.6 No acceptance and/or approval of any insurance by MSA shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

7.01.7 **ADDITIONAL INSUREDS.** MSA, the Baltimore Orioles Limited Partnership and the State of Maryland are to be named as additional insured under all coverages except Worker's Compensation, and the certificates of insurance (or certified policies, if requested) must so indicate through inclusion of appropriate endorsement. Coverage afforded under this paragraph shall be primary to any other insurance or self-insurance, whether such other insurance or self-insurance is stated as primary, excess, or contingent, as respects the above additional insured, their elected and appointed officials, agents, and employees.

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

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

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

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

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

SECTION VIII BID REQUIREMENTS

8.01 BID DELIVERY AND PACKAGING

Bidders may submit bids electronically in accordance with the instructions set forth below. *If a Bidder is unable to use electronic means for submitting a bid, alternative arrangements may be made by contacting the Procurement Officer for the timely receipt of a paper sealed bid.*

8.02 ELECTRONIC SUBMISSION

Electronic submittals will be received through MSA's third party e-procurement system, Negometrix. Instructions for registering for Negometrix and utilizing the e-procurement system are attached as **Attachment J**. Registration is free. Please refer questions to Negometrix Help Desk or the MSA Procurement Officer.

8.03 REQUIRED BID SUBMISSION DOCUMENTS

8.03.1 The following documents in PDF Format must be included with the Bid:

- (a) Acknowledgement of all addenda to this IFB.
- (b) Contractor Qualifications Documentation. Completed Contractor Experience and Qualification Form (**Attachment G**) and any other documentation required under Section III of the IFB.
- (c) Completed Required Attachments.
 - (i) Completed Bid Form (**Attachment B**);
 - (ii) Completed Bid Affidavit (**Attachment C**);
 - (iii) Completed MBE Forms (**Attachment D-1A**);
 - (iv) Completed Small Business Affidavit (**Attachment E**);

- (v) Completed Conflict of Interest and Disclosure (**Attachment H**); and
- (vi) Completed Bid Bond Form (**Attachment I**).

8.04 CERTIFICATE OF INSURANCE

The Bidder shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the bid submission date.

8.05 LEGAL ACTION SUMMARY

8.05.1 Bidder shall provide the following:

- (a) A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;
- (b) A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;
- (c) A description of any judgments against the Bidder within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
- (e) In the event there is ongoing litigation and the Bidder has been directed by the court not to disclose information. Bidder shall provide the case number, judge assigned, and the court (name and location).

SECTION IX BID EVALUATION AND AWARD

9.01 BID EVALUATION CRITERIA

The Bids will be evaluated based on the *Total Bid Price*. All responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price submitted with the Bid on **Attachment B** (the “Bid Form”).

9.02 RECIPROCAL PREFERENCE

9.02.1 Although Maryland law does not authorize procuring agencies to favor State resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland firms. MSA may apply a reciprocal preference under the following conditions:

- (a) The Maryland resident business is a responsible Bidder;
- (b) The lowest responsive Bid is from a responsible Bidder 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.

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

9.03 AWARD DETERMINATION

9.03.1 Award will be made to the responsible Bidder who submits to the MSA the responsive Bid that has the lowest Total Bid Price.

9.03.2 The MSA reserves the right to make the award by item, or groups of items, or Total Bid Price if it is in the best interest of MSA to do so unless the Bidder specifies in its bid that a partial or progressive award is not acceptable.

9.03.3 Tie Bids. Tie Bids will be decided pursuant to COMAR 21.05.02.14.

9.04 DOCUMENTS REQUIRED UPON NOTICE OF RECOMMENDATION FOR CONTRACT AWARD

Upon receipt of a notification of recommendation for contract award, the following documents shall be completed and submitted by the recommended awardee within five (5) business days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- (a) Completed MBE Forms (Attachment 1B.1C2.3A.3B).
- (b) Signed contract (Attachment F).
- (c) Completed Contract Affidavit (Attachment L).
- (d) Copy of a current certificate of insurance with the prescribed limits set forth in IFB Section VII "Insurance Requirements," listing the State as an Additional Insured, if applicable; see IFB Section 7.01.7.
- (e) Performance and Payment Bonds (Attachment I).
 - (i) Additionally, apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of Section X (IFB Attachments and Appendices).

END OF SOLICITATION

IFB ATTACHMENTS AND APPENDICES

ATTACHMENT A – MSA Contract Compliance System Information

ATTACHMENT B – Bid Form Instructions and Form

ATTACHMENT C – Bid Affidavit

ATTACHMENT D – MBE Forms

ATTACHMENT E - Small Business Reserve Affidavit

ATTACHMENT F – Sample Contract and Supplemental Provisions

ATTACHMENT G – Contractor Experience and Qualifications Form

ATTACHMENT H – Conflict of Interest and Disclosure

ATTACHMENT I – Bond Forms

ATTACHMENT J - Negometrix Instructions

ATTACHMENT K - MSA Sustainability Policies

ATTACHMENT L – Contract Affidavit

APPENDIX I – Project Drawings and Specifications

ATTACHMENT A

MSA Contract Compliance System Information

Maryland Stadium Authority's Contract Compliance System

SYSTEM ACCESS

Vendor Account Look Up:

Find your account and retrieve your password at

<https://mdstadiversitycompliance.com/FrontEnd/UserSearchPublic.asp>

CONTRACT COMPLIANCE & REPORTING

For Prime Contractor

Prime Contractor receives 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.

B-1 Bid Instructions

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

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

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

administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

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

K) Failure to adhere to any of these instructions may result in the Bid being determined not reasonably susceptible of being selected for award.

The total amount on the Bid must include all items (overhead, profits, services, labor etc.) associated with completing this project.

Bid Form

The Bid Form shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Instructions. Do not amend, alter or leave blank any items on the Bid Form. Failure to adhere to any of these instructions may result in the Bid being determined not reasonably susceptible of being selected for award by MSA.

ATTACHMENT C -BID AFFIDAVIT

A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's

contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

I FURTHER AFFIRM THAT:

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

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

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

N. I FURTHER AFFIRM THAT:

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

O. ACKNOWLEDGEMENT

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

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

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____

Date: _____

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

**ATTACHMENT D. – MBE FORMS
SEPARATE ATTACHMENT**

ATTACHMENT E – SMALL BUSINESS RESERVE AFFIDAVIT

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

A determination by a Procurement Officer that a bidder/offeror is not responsible;

A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland; Suspension and debarment under Title 16 of the State Finance and Procurement Article; Criminal prosecution for procurement fraud (§ 205.1 of the State Finance and Procurement Article), perjury, or other crimes; and Other actions permitted by law. ***** FAILURE TO MEET MINIMUM QUALIFICATIONS *****

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

I AFFIRM THAT:

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

and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

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

**ATTACHMENT F – SAMPLE CONTRACT AND SUPPLEMENTAL
CONDITIONS**

SEPARATE ATTACHMENT

**ATTACHMENT G – CONTRACTOR EXPERIENCE AND QUALIFICATIONS
FORM**

SEPARATE ATTACHMENT

**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, Contractor, or subcontractor or sub-Contractor 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 that 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. – BOND FORMS

BID BOND

**ORIOLE PARK AT CAMDEN YARDS
RENOVATION OF VISITORS AND AUXILIARY CLUBHOUSES**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are held and firmly bound unto the Maryland Stadium Authority as Owner, in the Sum of \$ _____ (an amount equal to Five Percent (5%) of the Maximum Total Bid Submitted) (the "Penal Sum"), for payment of which Penal Sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, firmly by these presents.

The condition of the above obligation is such that WHEREAS the Principal has submitted to the Maryland Stadium Authority a certain Bid, attached hereto, and hereby made a part hereof, to enter into a Contract, in writing, for:

NOW THEREFORE,

1. If said Bid shall be rejected, or
2. If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid), and shall furnish a Bid for his faithful performance of Contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in other respects perform the Agreement created by the acceptance of the Bid;

THEN, in either of such events, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the Penal Sum.

If the Bid should be accepted and the Principal fails to:

1. execute and deliver the Contract, or
2. furnish bonds acceptable to the Owner for his faithful performance of the Contract and for payment of all persons performing labor or furnishing materials in connection therewith, or
3. perform in any other respects the Agreement created by the acceptance of the Bid;

THEN, in any of such events, the Principal shall pay the Penal Sum to the Owner within ten (10) days after demand therefore, failing which the Surety shall pay it.

The Surety, for valued received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their Hand and Seals, and such of them as are corporations have caused their Corporate Seals to be hereto affixed and these presents to be signed by their proper Offices, this _____ day of _____, 2020.

ATTEST:

SIGN: _____

NAME: _____

TITLE: _____

PRINCIPAL:

SIGN: _____ (SEAL)

NAME: _____

TITLE: _____

ATTEST:

SIGN: _____

NAME: _____

TITLE: _____

SURETY:

SIGN: _____ (SEAL)

NAME: _____

TITLE: _____

AGENT (COMPANY):

AUTHORIZED BY:

NAME: _____

TITLE: _____

**PERFORMANCE BOND
ORIOLE PARK AT CAMDEN YARDS
RENOVATION OF VISITORS AND AUXILIARY CLUBHOUSES
PROJECT NO. 21-017**

PERFORMANCE BOND

PRINCIPAL:

BUSINESS NAME

BUSINESS ADDRESS

SURETY:

BUSINESS ADDRESS

OBLIGEE

Maryland Stadium Authority
its Successors and/or Assigns,
OBLIGEE NAME

333 W. Camden Street, Suite 500
Baltimore, Maryland 21201-2435
BUSINESS ADDRESS

_____, 2020
DATE BOND EXECUTED

A Corporation of the State of _____ authorized to do business in the State of Maryland.

SUM OF BOND (Equal to Contract Price):

SUM OF _____ Dollars (\$ _____)

CONTRACT:

_____, 2020
CONTRACT NUMBER AND IDENTIFICATION DATE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY are held and firmly bound unto the OBLIGEE in full and just sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL is entering into a certain Contract with the OBLIGEE described and dated, as shown above and attached hereto, and is required to give a Bond conditioned as hereinafter set forth.

NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OBLIGEE, notice of such extensions to the SURETY being hereby waived and during the terms or terms of any maintenance, repair, guaranty and warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of said contract that may hereafter be made, notice of which modification to the SURETY being hereby waived, and shall indemnify and save harmless the OBLIGEE, its agents and employees, may be subjected by reason of any wrong doing, misconduct, want of care or skill, negligence or default on the part of the PRINCIPAL, its agents or employees, or in any manner arising directly or indirectly from any and all causes whatsoever, or about the execution or performance of the Contract, during the original term of said Contract and/or any extension or

modification thereof and/or during the term or terms of any maintenance, repair, guaranty, and warranty required under the Contract, then this obligation shall be null and void; otherwise to remain in full force and affect.

Whereas PRINCIPAL shall be, as declared by OBLIGEE to be in default under the Contract, the SURETY shall promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsible bidder, or, if the OBLIGEE elects, upon determination by the OBLIGEE and the SURETY jointly of the lowest responsible bidder, arrange for a contract between such bidder and OBLIGEE and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the costs of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the face amount set forth above. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by OBLIGEE to PRINCIPAL under the Contract and any amendments thereto, less the amount previously paid by OBLIGEE to PRINCIPAL.

None of the following shall be defense to any claim under the Bond:

1. Failure of the OBLIGEE to withhold retainages pursuant to the Contract;
2. Failure of the OBLIGEE to withhold other payments from the PRINCIPAL pursuant any right of the OBLIGEE so to do;
3. Waiver by the OBLIGEE of, or failure by the OBLIGEE to enforce, any right remedy against the PRINCIPAL, and
4. Withholding by OBLIGEE of any payment(s) from the PRINCIPAL under a claim of a contractual right to do so, provided that, in the case of (.4), any amount so withheld is approved by the Architect under the Contract or is reasonable under the circumstances and is withheld in good faith.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the OBLIGEE or the successors or assigns of OBLIGEE.

IN WITNESS WHEREOF, the parties have executed this instrument under their several Seals on the dated indicated above, the Name and Corporation Seal of each Corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:	PRINCIPAL:
SIGN: _____	SIGN: _____ (SEAL)
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____

ATTEST:
SIGN: _____

NAME: _____

TITLE: _____

SURETY:
SIGN: _____ (SEAL)

NAME: _____

TITLE: _____

AGENT (COMPANY): _____ (SEAL)

AUTHORIZED BY: _____

NAME: _____ **TITLE:** _____

**PAYMENT BOND
ORIOLE PARK AT CAMDEN YARDS
RENOVATION OF VISITORS AND AUXILIARY CLUBHOUSES
PROJECT NO. 21-017**

LABOR AND MATERIAL PAYMENT BOND

PRINCIPAL:

BUSINESS NAME

BUSINESS ADDRESS

SURETY:

BUSINESS ADDRESS

OBLIGEE:

Maryland Stadium Authority
its Successors and/or Assigns,
OBLIGEE NAME

333 W. Camden Street, Suite 500
Baltimore, Maryland 21201-2435
BUSINESS ADDRESS

_____, 2020
DATE BOND EXECUTED

A Corporation of the State of _____ authorized to do business in the State of Maryland.

SUM OF BOND (Equal to Contract Price):

SUM OF _____ Dollars (\$_____)

CONTRACT:

_____, 2020
DATE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY are held and firmly bound unto the OBLIGEE in full and just sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL is entering into a certain Contract with the OBLIGEE described and dated, as shown above and attached hereto, and is required to give a Bond conditioned as hereinafter set forth.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly make payments to all persons supplying labor, material, and/or services in the prosecution of the Work ("claimant") provided for in said contract and any and all duly authorized extension and/or modifications of said contract that may hereafter be made, notice of such extension and/or modifications to the SURETY being hereby waived, and any maintenance, repair, guaranty and warranty required under the Contract, then this obligation to be null and void; otherwise to remain in full force and effect.

The PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last such claimant's work or labor was done or performed, or materials or services

were furnished by such claimant, may sue on this bond for the use of claimant, prosecute the suite to final judgment for such sum or sums as may be justly due claimant, and have execution thereof. The OBLIGEE shall not be liable for the payment of any costs or expenses of any such suit.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by SURETY of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond. A suit or action commenced hereunder shall comply with applicable Provisions of the Public General Laws of Maryland. No suit or action shall be commenced hereunder against the OBLIGEE, its successors and assigns, nor shall OBLIGEE be liable for any costs or expenses of such suit.

None of the following shall be a defense to any claim under the Bond:

1. Failure of the OBLIGEE to withhold retainages pursuant to the Contract;
2. Failure of the OBLIGEE to withhold other payments from the PRINCIPAL pursuant to any right of the OBLIGEE so to do;
3. Waiver by the OBLIGEE of, or failure by the OBLIGEE to enforce, any right remedy against the PRINCIPAL; and
4. Withholding by OBLIGEE of any payment(s) from the PRINCIPAL under a claim of a contractual right to do so, provided that, in the case of (iv), any amount so withheld is approved by the Architect under the Contract or is reasonable under the circumstances and is withheld in good faith.

IN WITNESS WHEREOF, the parties have executed this instrument under their several Seals on the dated indicated above, the Name and Corporation Seal of each Corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: _____ **PRINCIPAL:**
SIGN: _____ SIGN: _____ (SEAL)

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

ATTEST: _____ **SURETY:**
SIGN: _____ SIGN: _____ (SEAL)

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

AGENT (COMPANY): _____ (SEAL)

AUTHORIZED BY: _____

NAME: _____ **TITLE:** _____

ATTACHMENT J. NEGOMETRIX INSTRUCTIONS

(See www.app.negometrix.com-register to review the video)

ATTACHMENT K. MSA SUSTAINABILITY POLICIES

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

Solid Waste Management Policy



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

SECTION 1: POLICY SCOPE

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

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

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

SECTION 2: POLICY GOALS

To manage solid waste in a manner that will:

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

SECTION 3: PERFORMANCE METRIC

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

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

- At least 70% of waste (by volume) generated by facility alterations and additions

SECTION 4: PERFORMANCE EVALUATION

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

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

SECTION 5: RESPONSIBLE PARTY

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

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

SECTION 6: PROCEDURES AND STRATEGIES

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

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

Building Materials	Building management coordinates with contractors to collect construction waste for re-use/recycling.	Amounts are tracked and taken away by an authorized hauler at the end of the demolition/construction period for recycling.
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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 manufactured specified low mercury content or NEMA partner bulbs. 90% of the Stadium's total bulb purchases (by cost) are to be manufactured 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 Facilities Operations and Maintenance, 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.

ATTACHMENT L CONTRACT AFFIDAVIT

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number: _____

Address: _____

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

Name and Department ID Number: _____

Address: _____

C FINANCIAL DISCLOSURE AFFIRMATION I

FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION –I

FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for

violation of these prohibitions;

- (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol-free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (i) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID-I

FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated_____, 2020, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date:_____

By:_____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

APPENDICE I - PROJECT DRAWINGS AND SPECIFICATIONS