

# **Maryland Stadium Authority**

**333 West Camden Street, Suite 500**

**Baltimore, Maryland 21201**



## **Request for Proposals**

**NEC TELEPHONE EQUIPMENT UPGRADE**

**M&T BANK STADIUM**

**MSA Project No. 21-030**

**ISSUE DATE: January 21, 2021**

**DUE DATE: February 25, 2021**

# KEY INFORMATION SUMMARY SHEET

## MARYLAND STADIUM AUTHORITY

### RFP MSA 21-030

**Issuing Office:** Maryland Stadium Authority

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

**Contract Officer:** Vince Steier  
555 Russell Street, Suite A  
Baltimore, Maryland 21230  
Office Phone: (410) 347-9325  
E-mail: [jprovenzano@mdstad.com](mailto:jprovenzano@mdstad.com)

**Proposal Submission -- Electronically To:** Negometrix eProcurement System  
app.negometrix.com-register

**Solicitation Issue Date:** January 21, 2021

**Deadline for Receipt of Questions:** February 16, 2021 (local time)

**Proposal Due Date and Time:** February 25, 2021 no later than 2:00 p.m. (local time)

**Tentative Contract Award:** April, 2021

**Pre-Proposal Meeting via Teleconference –** [meet.google.com/xkp-bkpt-bmk](https://meet.google.com/xkp-bkpt-bmk)

**1 513 781 9564      PIN: # 692 399 288#**

**Date and Time:** January 29, 2021 at 11:00 a.m. (local time)

## NOTICE

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 RFP, or any other communications relevant thereto.

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## SECTION I -- PROCUREMENT INFORMATION

### 1.01 SUMMARY

The Maryland Stadium Authority (“MSA”) is requesting proposals from qualified Offerors to enter into a contract to replace and upgrade the existing, end-of-life NEC SV8500 Release 7 telephone communications platform to NEC Univerge SV9500 Release 8 at M&T Bank Stadium (“M&T”), more particularly described in Section IV herein.

- 1.01.1 The contractor will be responsible for the entire project.
- 1.01.2 MSA intends to make a single award.
- 1.01.3 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall remain responsible for Contract performance regardless of subcontractor participation in the work.

### 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 OFFICER

The Contract Officer identified on the Key Information Summary Sheet monitors the daily activities of the Contract and provides technical guidance to the Contractor. The Contract Officer is the point of contract post award, by whom work will be assigned, and to whom invoices will be submitted.

### 1.04 PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference held remotely at the date and time indicated on the Key Information Summary Sheet. Offerors interested in a site visit should contact the Procurement Officer on the Key Information Summary sheet to make arrangements.

### 1.05 QUESTIONS AND INQUIRIES

All Offerors (also referred to herein as “Contractor”) should direct their questions and inquiries to the Procurement Officer. Questions must be submitted in writing electronically and received by the Issuing Office no later than 4:00 pm (local time) on **February 16, 2021**. Emailed questions must include in the subject “**MSA Project No. 21-030–NEC Telephone Equipment Upgrade**”. If the questions or inquiries pertain to a specific section of the RFP, Offerors must reference the relevant page and section number(s).

## **1.06 SUBMISSION DEADLINE**

1.06.1 To be considered for award, Offerors should submit their proposal electronically as directed on the Key Information Summary Sheet and **Attachment J** hereto; (ii) electronic proposals must be submitted into the Negometrix eProcurement System no later than the date and time set forth on the Key Information Summary Sheet; and (iii) Proposal submissions must comply with the Proposal Submission Requirements in Section VIII.

Registration for Negometrix is free. Please refer questions to Negometrix Help Desk or the MSA Procurement Officer. PROPOSALS DELIVERED BY EMAIL OR OTHER ELECTRONIC MEANS WILL NOT BE CONSIDERED. Refer to Section 5 Proposal Format for two-volume submission requirements. In the event the Offeror must submit paper copies, Offeror must contact the Procurement Officer for instructions to do so. In any event, the proposal must be received by the Procurement Officer prior to the deadline for submission.

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

## **1.07 FALSE STATEMENTS**

Offerors 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.

## **1.08 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.

## **1.09 DURATION OF OFFER**

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

## SECTION II. GENERAL INFORMATION

### 2.01 DISCLOSURE

Proposals 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 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 the State under the Public Information Act. The decision regarding whether or not to release information requested pursuant to the requirements of the Public Information Act requires the Procurement Officer to make an independent determination whether or not information must be disclosed.

### 2.02 EXPENSES

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

### 2.03 OFFEROR'S AFFIDAVITS

Each Offeror shall complete and submit the Bid/Proposal Affidavit attached hereto as **Attachment C** with the Offeror's Technical Proposal. A successful Offeror 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 into as a result of this RFP.

### 2.04 ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Proposal, the Offeror accepts all of the terms and conditions set forth in this RFP including all attachments.

### 2.05 MANDATORY CONTRACTUAL TERMS

By submitting a proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the standard contract terms and conditions included in the Sample Contractor attached hereto as **Attachment F**. Any exceptions to this RFP or **Attachment F** must be clearly identified in the Executive Summary submitted with the Technical Proposal. A proposal that takes exception to these terms may not be reasonably susceptible of being selected for award.

### 2.06 PROCUREMENT REGULATIONS

The RFP 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](http://www.mdstad.com).

### 2.07 MINORITY PARTICIPATION

Minority Business Enterprises are encouraged to respond to this solicitation.



## **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 Offeror. If more than one contract is awarded, the Contract Officer (or his designee) will determine, in the Contract Officer's sole discretion, which Contractor will be retained to provide advice on any particular matter.

## **2.09 NO GUARANTEE OF WORK**

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

## **2.10 CONTRACT DELIVERABLES**

A. The Contract term shall commence as of a date to be specified in the Contract.

B. Offeror shall acknowledge the above delivery dates in its proposal and advise if the current COVID travel restrictions will impact the schedule. MSA understands COVID related restrictions are evolving and subject to change. Should this occur, MSA and the Contractor shall mutually agree upon a revised schedule.

## **2.11 START-UP**

The Contractor shall conduct any necessary due diligence prior to commencement of the Contract in order to perform the work at no cost to MSA or the State.

## **2.12 ELECTRONIC FUNDS TRANSFER**

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic transfer unless the State Comptroller's Office grants and exemption. The selected Offeror 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/](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/)

## **2.13 AMENDMENT OR CANCELLATION OF RFP**

The Office reserves the right to amend the RFP prior to the proposal due date and time. Any amendments will be provided to prospective Offerors that were sent this RFP, or otherwise are known to the Procurement Officer to have obtained this RFP. Offerors will be required to acknowledge in writing the receipt of all amendments. In addition, MSA will post amendments to this RFP on the MSA's Web Page at: [www.mdstad.com](http://www.mdstad.com). MSA will send amendments made after the due date for proposals only to those Offerors who submitted a timely proposal.

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

## **2.14 PROPOSAL ACCEPTANCE; DISCUSSIONS**

MSA reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified Offerors 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 proposals received without prior discussions or negotiations.

## **2.15 ORAL PRESENTATION**

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

## **2.16 MULTIPLE PROPOSALS**

MSA will not accept multiple or alternative proposals from a single Offeror.

## **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](http://www.mdstad.com).

## **2.18 PROPOSAL OPENING**

Proposals will not be opened publicly.

## **2.19 REPRESENTATIONS**

By submitting a proposal in response to this RFP, the Offeror 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 Offeror 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 RFP;
4. the Offeror's Proposal.

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

## **2.21 RESERVED**

## **2.22 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, Camden Yards Sports Complex has adopted certain policies and procedures in furtherance of its LEED certification endeavor. In connection therewith, all goods and services provided in response to this solicitation shall conform to the policies attached hereto as Attachment I as applicable.

## **SECTION III. MINIMUM QUALIFICATIONS**

### **3.01 OFFEROR MINIMUM QUALIFICATIONS**

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

3.01.1 Offeror shall be able to perform all requirements described in Section 4 of this RFP.

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

3.01.3 If performing a trade that is subject to licensure by the State of Maryland, the Offeror shall have and maintain a trade license issued by the State of Maryland.

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

3.01.5 The Offeror shall be a current licensed contractor and equipment provider for telephone equipment for the NEC Corporation of America.

3.01.6 The prime contractor must meet the minimum qualifications of being in business for a minimum of three (3) years performing NEC telephone integration and repair services and support, and has installed projects comparable in technical complexity and project value to this project. The experience must have been within the past five (5) years. The experience officially gained prior to the formation of a corporation or other business entity may be considered when evaluating responsibility.

## **SECTION IV. SCOPE OF SERVICES**

### **4.01 SCOPE OF SERVICES -GENERAL**

4.01.1 The Offeror shall enter into a contract to replace and upgrade the existing, end-of-life NEC SV8500 Release 7 communications platform to NEC Univerge SV9500 Release 8 at M&T.

4.01.2 The contract shall include an acceptable replacement of the existing Tap-It call accounting software, inclusive of all integration and programming.

4.01.3 This contract shall include one (1) year of system support (phone and in-person as needed), for the NEC system and all included software suites.

4.01.4 The contract shall include a one (1) year system warranty on all parts and equipment.

4.01.5 The Offeror will include an option for two (2) additional one-year extensions of system support and extended warranty (the NEC ESPP Extended System Protection Plan), paid annually, if accepted as part of the contract.

4.01.6 The Offeror will include separate pricing for installation and integration of all Bills of Materials as listed at the end of Section 4.

4.01.7 The contract shall include all installation and programming needed to integrate with the Baltimore Ravens' existing Ring Central call center software, for their ticketing department.

4.01.8 The State of Maryland's prevailing wage will not be required for the duration of the Contract.

4.01.9 Free parking will be provided for the duration of the on-site work.

## **4.02 STANDARD OF CARE**

The Contractor shall perform the services:

- (i) With the standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder; and
- (ii) In accordance with Maryland and applicable federal laws and regulations that govern MSA and its properties.

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.

## **4.03 DETAILED SPECIFICATIONS AND REQUIREMENTS**

4.03.1 The Offeror shall upgrade the existing, end-of-life NEC SV8500 Release 7 communications platform to NEC Univerge SV9500 Release 8.

4.03.2 The upgrade shall be performed using a Service Pack conversion process that provides new T-35 call processing appliances to replace the existing CPU's. The new T-35 appliances will be

fully redundant, with dual CPU, power and highway components. The database from the SV8500 containing configuration and user settings will be migrated “as is” to the new system.

4.03.3 The current state of the NEC system at M&T is as follows and indicated in Exhibit A:

NEC Univerge SV8500 Release 7  
 HKC: 224C-5BB2-263B-6069-3D0A-DC18-59AO

4.03.4 Feature licensing already owned by M & T Bank Stadium should be transferred to the new system. The following licenses will be transferred:

- Five (5) licenses for Physical PIR (Port Interface Rack)
- One (1) CCIS/FCCS Network Option
- Two (2) OAI/InfoLink C++ Runtime Instances
- Four (4) Softphone User Licenses
- Twenty-four (24) Basic User Licenses
- One (1) UMMIG Platform License
- One (1) SV-series Main Software license

4.03.5 Fifty-two (52) circuit interface packages (cards) in the SV8500 are not supported by the manufacturer for use in the Version 8 (latest) SV9500. The unsupported cards and their replacements are below.

4.03.6

Unsupported	Replaced With
○ Three (3) SPA-24PRT (SP 3029) PRI Interfaces	Three (3) SCH-24PRTA-A PRI Interfaces
○ One (1) SPA-8RSTK DTMF Registers	One (1) SCH-8RSTA-A DTMF Registers
○ Two (2) SPA-4DATB Announcement	One (1) SCH-DATA-A Announcement
○ <b>Eight (8) SPA-16LCBJ Analog Station</b>	Eight (8) SCH-16LCA-A Analog Station
○ <b>Two (2) SPA-16LCBW Analog Station</b>	Two (2) SCH-16LCA-A Analog Station
○ <b>Two (2) SPA-16LCBE UA Analog Station</b>	Two (2) SCH-16LCA-A Analog Station
○ <b>One (1) SPA-16LCCD Analog Station</b>	One (1) SCH-16LCA-A Analog Station
○ <b>Twenty-nine (29) SPA-16LCBH Analog Station</b>	Twenty-nine (29) SCH-16LCA-A Analog Station
○ <b>Two (2) SPA-16COTB-A Analog Trunk</b>	Two (2) SCH-12COTB-A Analog Trunk
	Two (2) SCH-M03-A GS Ground Start
○ <b>One (1) SPA-16COTB-D Analog Trunk</b>	One (1) SCH-12COTB-A Analog Trunk
	One (1) SCH-M03-A GS Ground Start
○ <b>One (1) SPA-16COTBE-B Analog Trunk</b>	One (1) SCH-12COTB-A Analog Trunk
	One (1) SCH-M03-A GS Ground Start

MSA is aware of this status and has chosen to re-use some of the unsupported cards, highlighted in red above. The Offeror will commit to supporting the use of these circuit cards to the best of their ability (“best effort”) but will be unable to obtain manufacturer support should it become necessary. MSA recognizes that the only recourse will be to replace these cards with current supported versions if an issue caused by the cards cannot be resolved. Bill of Materials D and E, detailed later, allow the Offeror to provide pricing to replace these individual unsupported cards, or whole frames of replacement cards.

4.03.7 The Offeror will provide software support for one (1) year and hardware support for the greater of one (1) year or as warranted by the manufacturer.

4.03.8 The Offeror shall upgrade the existing NEC UM8700 Unified Messaging Version 8.2 Platform to version 9. The licensing and configuration will be upgraded “as is” to the current, supported version. As part of this upgrade, a new server should be provided. Specifications for the new server are found in Addendum One.

4.03.9 The current state of the NEC UM8700 Unified Messaging platform is as follows and indicated in Exhibit A:

UM8700 Version 8.20  
Serial #:6563510313023  
Server Type: AVST CX R5500 LE  
OS: Windows Server 2008 R2 SP1  
Current Ports Count: 60 (IP)

4.03.10 The Offeror will extend software support for one (1) year under the base warranty as well as any option years as indicated, as applicable.

4.03.11 The Offeror shall upgrade the existing NEC Unified Communications Manager for Enterprise software from UCE 2014 to the current, supported version. UCE Server is the host for UCE manager (also known as MA4000). The licensing and configuration will be upgraded “as is” to the current, supported version. As part of this upgrade, a new server should be provided. Specifications for the new server are found in Addendum One.

4.03.12 The current state of the NEC Unified Communications Manager for Enterprise software is as follows and indicated in Exhibit A:

Server Type: NEC Express5800  
OS: Windows Server 2008 R2 SP1

4.03.13 The Offeror will extend software support for one (1) year under the base warranty as well as any option years, if applicable.

4.03.14 The Offeror shall provide a call accounting system capable of providing the ability to track all phone calls in real-time, run comprehensive reports, record all incoming and out-going calls, allocate costs to departments and projects, identify toll fraud and VoIP hacking, and analyze trunks to optimize usage.

4.02.15 The current state of the existing TapItNova call accounting software suite is as follows and indicated in Exhibit A:

Release Date: 2/9/12  
App Version: 5.0.3  
App Date: 4/24/10

NovaSetup: 8/1/12  
Prerequisites: 9/17/12  
Extras: 8/1/12

4.03.16 The Offeror will extend software support for one (1) year under the base warranty as well as any option years, if applicable.

4.03.17 Acceptable call accounting software suites include Metropolis Officewatch XT and TapIt 6 from Trisys (or current version). Offeror may provide additional voluntary alternates for call accounting solutions, and must submit appropriate product literature for review. If the alternate is deemed acceptable by MSA, an online demonstration may also be required.

4.03.18 The Offeror needs to replace existing battery backup system with new equipment and batteries. The new system needs to provide UPS support for 4 hours of battery support for the PBX and associated servers.

4.03.19 The current state of the existing battery backup system is as:

- Two (2) Minuteman E3000RM2U battery backup units
- Eight (8) BP72RTXL external battery backs

4.03.20 The Offeror will submit a Design Plan for MSA approval within 14 days of project award.

4.03.21 Unless otherwise stated, upgrades to all of the systems specified herein are “as is” to current supported hardware and software versions

4.03.22 The Offeror will submit and follow a detailed Project Plan to complete this project step within 14 days of approval of the Design Plan. The following is a suggested overview of a staging plan that will begin upon completion of the Design phase:

Ship hardware items as identified in the BoM, Project Plan and Design

- Identify items that are shipped to Offeror’s Lab for inventory, assembly, configuration, and testing as identified in the Project and Design Plan.
- Identify items that are shipped directly to customers for inventory, assembly, configuration, and testing by Offeror as identified in the Project and Design Plan.

4.03.23 The Offeror will provide a Testing Matrix Plan during the Design phase for review, for the Offeror to follow and complete during the Deployment phase.

4.03.24 The Offeror will initiate the Project Plan upon approval by MSA as agreed upon to move the new UC devices into the Production Environment and follow the established Testing Matrix to ensure the new equipment is operating as designed and expected.

4.03.25 MSA will provide to the Offeror during the Project as needed:

- Remote internet connectivity for Offeror engineers

4.03.26 The Offeror will submit to MSA a schedule involving up to two (2) cutover events, including one for the PBX/VM/CA and one for other applications such as contact center. MSA reserves the right to schedule this work by the Offeror during off hours, overnight and/or on a weekend. The following cutover support is recommended at the cutover events, and for up to two (2) business days for the on-site support following each cutover event, and up to two (2) weeks for the Remote Help Desk:

- One (1) on-site Field Technician
- One (1) remote UC Cutover Support Engineer
- Remote Help Desk Support
  - The Remote Help Desk will provide end-users a centralized resource to create trouble tickets. The Help Desk will assign the cutover resource to resolve the end-user issue.

4.03.27 **Documents to be provided by the Offeror as part of Design Plan:**

- Detail Design Document
- Network Diagram (Visio) of all devices deployed as part of this project
- Testing Matrix
- Testing Plan
- Project Workbook (including basic IP address, hostname, and connectivity information for all devices deployed as part of this project)
- Project Plan GANNT Schedule

4.03.28 **Assumptions.** The Offeror may assume the following:

- (a) The client's existing systems are in proper and functional working order. Any issues or delays resulting from a malfunction of the system that causes Offeror to troubleshoot the preexisting condition for more than 1 hour is considered to be out of scope.
- (b) All work will be completed during normal business hours unless stated otherwise in the Statement of Work. Appropriate outage windows will be required. Cutovers will be scheduled for after-hours.
- (c) Any equipment not purchased from Offeror will be available and ready for use at the start of this engagement.
- (d) All cabling is certified and fully functional.
- (e) All carrier circuits are fully functional.



#### 4.03.29 **Training**

The Offeror is to supply all training for the new system as follows:

- (a) Manufacturer-certified maintenance and operator training for the system, including all preventative maintenance on the system and system maintenance best practices.
- (b) Manufacturer-certified operations training for all third party software, including but not limited to webinars, online training videos, and printed literature
- (c) An end user training plan that includes printed literature and materials, videos, and online webinars.
- (d) All training costs including travel, lodging and incidentals shall be included in the Offeror costs.

#### 4.03.30 **Technical Support**

4.03.30.1 MSA utilizes a computerized maintenance system (CMMS) for scheduling and planning repairs as well as preventative maintenance. The Offeror is required to complete all assigned work orders as assigned, per provided work order procedures, including data entry into the CMMS software as directed.

4.03.30.2 During the warranty and extended contract term, utilizing the contracted rates, the Offeror is expected to provide phone support to MSA within one (1) hour or better, and on-site response to all calls within twenty-four (24) hours or better, including weekends, evenings or holidays.

4.03.30.3 Offeror is to provide year round support both via phone and on site as detailed in the specification below.

4.03.30.4 Offeror is to provide programming support for software moves/adds/changes and additions to the control software and any devices. Offeror is also expected to provide software assurance as available for installed system software programs, and to keep all software versions up to date.

### **4.04 SUPERVISOR/WORK FORCE**

4.04.1 Offeror shall provide a work force sufficient to complete the work as it is specified. Included in this work force shall be a competent Supervisor/Project Manager acceptable to MSA who shall be responsible for adherence to the contract requirements.

4.04.2 Offeror's Supervisor/Project Manager shall have control of all work crews assigned to perform work under this contract and is expected to be on-site during times when work crews are assigned to perform and is to be available to MSA during working hours.

4.04.3 Offeror's Supervisor/Project Manager 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.

4.04.4 The Offeror must meet all Federal EPA, OSHA, and MDE guidelines.

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

4.04.6 MSA will determine which labor category shall apply for any given project. The Offeror may be requested to make a recommendation based upon the particular requirements of any given project

4.04.7 MSA has the right to determine the crew size that will be working on any project.

#### **4.05 WORKING HOURS**

The proposed price should be based upon continuous availability and access to the facilities during normal business hours (Monday-Friday, 7:00 a.m. – 3:30 p.m.), with the following exception: the cutover events, as detailed in Section 4.02.27, may be scheduled during overnight and/or weekend hours at the discretion of MSA.

#### **4.06 COORDINATION**

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

4.06.2 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 Offeror.

#### **4.07 OFFEROR'S USE OF PREMISES**

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

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

#### **4.08 PROTECTION OF WORK/MSA PROPERTY**

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

4.08.2 Any furniture, fixtures and equipment in the work area shall be covered/protected by the successful Offeror at his/her expense. This includes tile or carpeted floors.

#### **4.09 CLEANING**

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

#### **4.10 SAFETY**

4.10.1 The Offeror shall take all necessary precautions for the safety of employees on the work crew to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. The successful Offeror shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against hazards created by such work. All work to be done in accordance with all applicable laws and codes.

4.10.2 When operating any boom lifts on site, the operator must be certified.

4.10.3 On site supervision must possess a valid OSHA ten hour safety certification.

#### **4.11 HAZARDOUS WASTE**

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

4.11.2 The Offeror retains ownership/possession of all waste materials generated by their work and shall be entirely responsible for the cleanup of any contamination resulting from spills or mishandling of same. The 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 Offeror shall make every effort to minimize the generation of hazardous waste.

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

#### **4.12 SECURITY PROCEDURES**

4.12.1 The Offeror's employees shall be required to sign in daily at the service level security checkpoint to receive a work credential. Only employees with a valid ID will be issued a credential.

4.12.2 The Offeror will be allowed to unload materials from work trucks in the service level. When complete, the vehicle must be returned to the successful Offeror parking area.

4.12.3 Employees of the successful Offeror will at all times display their credentials when working on the premises.

4.12.4 Offeror commits to having all on-site staff follow all CoVID-19 or other related access protocols, procedures and directives as applicable, for the duration of the project.

#### **4.13 TESTING INSPECTION**

4.13.1 Periodically the MSA may engage the manufacturer to perform site visits to inspect the Offeror's workmanship and adherence to product application specifications, in addition sample locations will be physically tested to verify proper adhesion.

4.13.2 The Offeror shall remove and replace any materials found to be improperly installed.

#### **4.14 DAMAGE/LOSS OF PROPERTY**

The Offeror will be responsible for loss or damage caused by his or her employees. The Offeror shall be responsible to guarantee repairs when his/her employees were obviously negligent in the performance of their work as outlined herein. Offeror shall make reasonable and prompt restitution, by cash, replacement, or repairs, subject to the MSA's approval, for any damage for which the Offeror is liable.

#### **4.15 TRAVEL TIME**

4.15.1 Travel time charges and expenses will not be paid by MSA.

#### **4.16 DAILY WORK TICKETS**

The Offeror must submit, for review and approval by the Contract Monitor, a daily work ticket detailing the number of employees on site, the hours worked, and the location of the work and any materials used for any services rendered under this contract. Work tickets signed by the Contract Monitor must be presented with invoice for payment.

#### **4.17 INVOICES**

4.17.1 The Offeror shall submit invoices monthly and shall contain the complete Offeror's name, address, telephone number, contract person, Offerors FEIN, MSA Contract Number, Purchase Order Number, MSA location Name (street address), amount of work broken down into the unit cost(s) as indicated on the bid work sheet. Offeror shall have all work tickets signed daily by the Owner, and these work tickets attached to the invoice when submitted. Offeror shall also attach all receipts of materials purchased to each invoice, where materials have been provided. Invoice shall clearly indicate the mandated markup on all materials. Failure to do so may result in delay of payment.

4.17.2 Undisputed invoices will be paid within thirty (30) days of receipt by MSA's Accounts Payable Office. Please keep in mind that Maryland Stadium Authority is exempt from Maryland Sales and Use Taxes, therefore taxes shall not be added to the invoices.

4.17.3 All Invoices must be submitted to:

Maryland Stadium Authority  
333 West Camden Street, Suite 500  
Baltimore, Maryland 21201  
Attention: Accounts Payable

Or, electronically, to [invoices@mdstad.com](mailto:invoices@mdstad.com).

#### **4.18 ALTERNATES**

4.18.1 The Offeror should price each of the Bill of Materials separately.

4.18.2 BOM A, B and C should be priced as whole packages including all labor.

4.18.3 BOM D and E should be priced individually, as parts and labor only, as needed, to integrate and program those components with BOM A.

**Bill of Materials “A” (SV9500 BOM - Minimum Upgrade Requirements):**

Qty	Part No	Description
1	<b>UNIVERGE SV9500</b>	
816	BE114311	SV95 UCM EXT-1 LIC
3	BE113451	BLANK PLATE-B
3	Q24-UW000000108558	SCH-PRTA-A PA KIT
1	Q24-UW000000108555	SCH-8RSTA-A PA KIT
2	BE118734	SCF-CP03-B
1	Q24-UW000000108556	SCH-DATA-A PA KIT
1	BE113323	SV95 (MIG)-CPU COVER
2	BE116149	OAI/INFOLINK RUNTIME INSTANCE ENT
24	Q24-UW000000107998	SV95 BASIC USER-1 LIC
1	BE114289	SV95 LIC. TRANSFER MAIN
1	Q24-UW000000107989	SV95 PLATFORM LIC-UMMIG
1	Q24-FR000000133513	UCE APPLICATION SUITE MEDIA
4	Q24-UW000000108008	SV95 LTR SOFTPHONE USER-1 LIC
1	Q24-FR000000138376	SV9500 CORE SOFTWARE-USB
1	Q24-FR000000142056	SV95 V8 UC APPLIANCE VER LIC
28	BE114291	SV95 LIC. TRANSFER PER IP EXT
5	BE114290	SV95 LIC. TRANSFER PER PHY-PIR
5	Q24-UW000000108020	SV95 PHY-PIR RESOURCE-1 LIC
1	BE114251	SV95 CCIS/FCCS NETWORK OPTION
1	BE108346	D15 ST CA(S)-A
1	BE112823	SCG-M02-B
1	Q24-DN000000118674	OFFICEWATCH XT TELEMGMNT 1000 EXT.
1	BE110226	D25 EXALM CA-A
1	BE119289	SCG-M03-C
4	Q24-FR000000138568	CFAST-16GB PROGRAMMED-SV95
1	Q24-FR000000113277	CG FRONT OVERLAYS
1	BE119285	SCG-PC00-D
1	<b>SW Assurance / ESPP</b>	
387	BE114545	SWA PSA SV95 UNIT
1	Q24-DN000000106299	5 YEAR WARRANTY
1	Q24-DN000000110935	MNT OW-XT TELEMANAGEMENT 1000 APS

**Bill of Materials “B” (SV9500 BOM - One Additional PIR to be added to Minimum Upgrade Requirements BOM “A”):**

Qty	Part No	Description
2	BE112244	CJ-PC00
2	BE112248	MT24-D25 CA-C
1	BE112245	SN8174 PIREF-A
1	BE112246	SN1769 PWRMAD
2	BE112842	D26-D25 TSW-PIR CA-B
1	BE112835	D09 POW CA-A
1	BE112834	SCA-M01-A

2	BE112943	D37-SC50 CA-E
18	BE112171	SCH-16LCA-A
2	BE113492	SPZ-SW26-A
1	BE112836	SN8179 TSWBEA-A
1	BE110226	D25 EXALM CA-A
1	BE107133	D37 EXCLK CA-A

**Note: Both BOM "A" and BOM "B" are required if migrating to SV9500 and adding one PIR. Requires 5 yr. warranty.**

## **Bill of Materials "C" (SV9500 BOM – Complete System Replacement)**

<b>Qty</b>	<b>Part No</b>	<b>Description</b>
1	<b>UNIVERGE SV9500</b>	
24	Q24-UW000000107998	SV95 BASIC USER-1 LIC
1	BE114289	SV95 LIC. TRANSFER MAIN
1	Q24-UW000000107989	SV95 PLATFORM LIC-UMMIG
1	Q24-FR000000133513	UCE APPLICATION SUITE MEDIA
4	Q24-UW000000108008	SV95 LTR SOFTPHONE USER-1 LIC
1	Q24-FR000000138376	SV9500 CORE SOFTWARE-USB
1	Q24-FR000000142056	SV95 V8 UC APPLIANCE VER LIC
28	BE114291	SV95 LIC. TRANSFER PER IP EXT
5	BE114290	SV95 LIC. TRANSFER PER PHY-PIR
5	Q24-UW000000108020	SV95 PHY-PIR RESOURCE-1 LIC
1	BE114251	SV95 CCIS/FCCS NETWORK OPTION
6	BE114113	SCH-12COTB-A
3	BE112178	SCH-8RSTA-A
816	BE114311	SV95 UCM EXT-1 LIC
3	BE112175	SCH-PRTA-A
1	BE114112	SCH-DATA-A
2	BE118734	SCF-CP03-B
1	BE112835	D09 POW CA-A
1	BE112834	SCA-M01-A
1	Q24-DN000000118674	OFFICEWATCH XT TELEMGMNT 1000 EXT.
10	Q24-FR000000106521	PWRC100V-ULCSA-12FT
1	BE112836	SN8179 TSWBEA-A
10	BE113493	D26-D25 TSW-PIR CA-C
2	BE113492	SPZ-SW26-A
10	BE112244	CJ-PC00
10	BE112248	MT24-D25 CA-C
6	BE114127	SCH-M03-A GS
5	BE112245	SN8174 PIREF-A
5	BE112246	SN1769 PWRMAD
2	BE116149	OAI/INFOLINK RUNTIME INSTANCE ENT
2	BE112824	SCG-GT01-B
1	BE108346	D15 ST CA(S)-A
2	BE107136	D15 ST-F CA-C
1	BE112823	SCG-M02-B
2	BE112943	D37-SC50 CA-E
1	BE110226	D25 EXALM CA-A
1	BE107133	D37 EXCLK CA-A
7	BE102497	BLANK-U PANEL
3	BE107127	D15 ST CA-A
1	BE119289	SCG-M03-C
13	BE112173	SCH-16ELCA-A
4	Q24-FR000000138568	CFAST-16GB PROGRAMMED-SV95
42	BE112171	SCH-16LCA-A

1	BE119285	SCG-PC00-D
	<b>SW Assurance /</b>	
1		<b>ESPP</b>
387	BE114545	SWA PSA SV95 UNIT
1	Q24-DN000000106299	5 YEAR WARRANTY
1	Q24-DN000000110935	MNT OW-XT TELEMANAGEMENT 1000 APS

### **Bill of Materials “D” (SV9500 BOM – Individual Circuit Cards to be Replaced as Needed)**

<b>Qty</b>	<b>Part No</b>	<b>Description</b>
1	BE114113	SCH-12COTB-A
1	BE114127	SCH-M03-A GS
1	BE112171	SCH-16LCA-A
1	Q24-UW000000108562	SCH-16LCA-A PA KIT

### **Bill of Materials “E” (UM8700 BOM)**

<b>Qty</b>	<b>Part No</b>	<b>Description</b>
1	Q24-DN000000120342	SV9X UM-Upg via SWA (8.0-8.2 to Current)

## **SECTION V. PROPOSAL FORMAT**

### **5.01 TRANSMITTAL LETTER**

Offerors must submit a brief transmittal letter prepared on the Offeror’s business stationery, to accompany the technical proposal. The transmittal letter must be signed by an individual authorized to bind the Offeror to all statements, including services and price, contained within the proposal. The transmittal letter should also indicate that if, selected, the Offeror will execute a contract materially the same as the form of contract set forth in Attachment F.

### **5.02 TWO-VOLUME SUBMISSION**

The selection procedure for this procurement requires that the initial technical evaluation of the proposal be completed before consideration of an Offeror’s price proposal. Consequently, each proposal must be submitted in two volumes as indicated below.

### **5.03 VOLUME I – TECHNICAL PROPOSAL**

The volume containing the technical proposal shall be labeled “Volume I – NEC Telephone Equipment Upgrade - Technical, RFP # 21-030.



The technical proposal volume shall contain the transmittal letter (Section 5.01 above) and the completed Bid/Proposal Affidavit (Attachment).

The technical proposal volume should be prepared in a clear and concise manner. The ideal response would reiterate each subsection and then list the Offeror's response, item by item so that an evaluator can read the requirement followed by the response.

Offerors submitting proposals for NEC Telephone Equipment Upgrade services need to address the information requested in the following subsections:

**A. General Information**

- a. Name of Offeror;
- b. The firm's Federal Employer Identification Number;
- c. The name, telephone number and e-mail address of the representative of the Offeror who is authorized to discuss the Offeror's proposal.

**B. Minimum Qualifications:** Demonstrate compliance with the Minimum Qualifications as described in Section III.

**C. Technical Proposal Submittals:** Submit the following in a general Work Plan

- a. A narrative statement that illustrates your understanding of the Project requirements. (1 page maximum)
- b. A detailed description of the process to be utilized to perform the scope of services.
- c. Project Plan, as a GANTT timeline
- d. Equipment list/deliverables.

**D. Offeror Experience and Capabilities**

Offeror to describe its past experience with similar projects and/or services.

**E. Experience and Qualifications of Proposed Staff.**

Offeror shall identify the staff proposed to be utilized under the Contract ("Key Staff") and include with its Technical Proposal the resumes of each proposed Key Staff person.

**5.04 DISCLOSURES**

Disclose any relationships with persons or entities that may create a conflict of interest, or the appearance of a conflict of interest. Should Offeror be selected, MSA may require further disclosure of any client relationships that may give rise to a conflict of interest.

## **5.05 VOLUME II – PRICE PROPOSALS**

This volume must be uploaded as a separate attachment separately in the e-procurement system and shall be labeled, “Volume II – **RFP for 21-030 Price Proposal.**” Offerors proposing to perform NEC Telephone Equipment Upgrades must complete the “Price Proposal Form,” included as **Attachment B** to this RFP. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the MSA.

The price *must* be a fixed lump sum fee to complete all contract requirements. The fee *shall include* all sums payable by MSA, including all anticipated travel expenses and costs Offeror would incur and otherwise “pass through.”

## **SECTION VI. EVALUATION AND SELECTION PROCEDURE**

### **6.01 QUALIFYING PROPOSALS**

The Procurement Officer first will review each proposal for completeness of response to requirements contained in Section V, Proposal Format. Failure to satisfy the Minimum Qualifications, respond to the questions or respond in the manner required may disqualify an Offeror’s proposal from consideration by the Evaluation Committee.

### **6.02 SELECTION PROCEDURES**

This Contract will be awarded in accordance with the competitive sealed proposals process under Section 3(C) of MSA’s Procurement Policies. Prior to award of a contract pursuant to this RFP, MSA may require any or all Offerors to submit such additional information bearing upon the Offeror’s ability to perform the contract as MSA may deem appropriate. MSA may also consider any information otherwise available concerning the financial, technical and other qualifications or abilities of the Offeror.

MSA may hold discussions with any or all Offerors judged reasonably susceptible of being selected for award, or potentially so. MSA also reserves the right to develop a short-list of Offerors deemed most qualified based upon their Technical Proposals and conduct discussions with only the short-listed Offerors. However, MSA also reserves the right to make an award without holding discussions. Whether or not discussions are held, MSA may determine an Offeror to be not reasonably susceptible of being selected for award, in its sole and absolute discretion, at any time after the initial closing date for receipt of proposals and the review of those proposals.

### **6.03 TECHNICAL EVALUATION**

After the Procurement Officer identifies the qualifying proposals the Evaluation Committee will conduct an initial evaluation of the technical merit of each qualifying proposal based on the information provided in the proposal in response to Section 5.03 Volume I - Technical

Proposal. The Evaluation Committee's final technical evaluation may include information obtained during oral presentations, if any.

For the technical evaluation, the Evaluation Committee will take into consideration the following factors listed in the order of relative importance:

1. Work Plan and Understanding;
2. Offeror Experience and Capabilities;
3. Experience and Qualifications of Proposed Staff.

#### **6.04 PRICE EVALUATION**

Following completion of the initial technical evaluation, the Evaluation Committee will conduct an initial evaluation of the pricing of each proposal and will establish a financial ranking of all proposals. Offers will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the fee proposal as may be amended by a best and final offer in accordance with Section 6.05.

#### **6.05 BEST AND FINAL OFFER**

When deemed in the best interest of MSA and the State, the Procurement Officer may permit qualified Offerors to revise their initial proposals by submitting best and final offers. The Procurement Officer shall notify each qualified Offeror of the scope of the requested best and final offer and shall establish a date and time for the submission. The Procurement Officer may require more than one series of best and final offers and discussions, if determined that it is in MSA's or the State's best interest to do so. If more than one best and final offer is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another best and final offer. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process.

#### **6.06 FINAL EVALUATION AND RECOMMENDATION FOR AWARD**

Following oral presentations, if any, reference checks, and submissions of best and final offers, if any, the Evaluation Committee will perform its final evaluations and will make a recommendation to the Procurement Officer for award of the Contract(s) to the responsible Offerors whose proposals are determined to be the most advantageous to MSA and the State based on the results of the final technical and price evaluations which will result in an agreed upon compensation schedule to be presented to Offerors. Contract award, if any, is subject to the approval of MSA's Board of Directors upon the recommendation of the Procurement Officer.

#### **6.07 DEBRIEFING OF UNSUCCESSFUL OFFERORS**

MSA will provide a debriefing for an unsuccessful Offeror provided the Procurement Officer receives a written request, within a reasonable period of time after sending notice of a final determination of award. Request for debriefings shall be honored at the earliest feasible time after the request has been received.

## **SECTION X      RFP ATTACHMENTS AND APPENDIX**

ATTACHMENT A – RESERVED

ATTACHMENT B – FINANCIAL PROPOSAL FORM – Separate Attachment

ATTACHMENT C – BID/PROPOSAL AFFIDAVIT

ATTACHMENT D – RESERVED

ATTACHMENT E – RESERVED

ATTACHMENT F – CONTRACT FORM

ATTACHMENT G – RESERVED ATTACHMENT H – RESERVED

ATTACHMENT I – CONFLICTS OF INTEREST AFFIDAVIT

ATTACHMENT J – NEGOMETRIX INSTRUCTIONS

ATTACHMENT K – MSA SUSTAINABILTY POLICIES

ATTACHMENT L - CONTRACT AFFIDAVIT

APPENDIX 1 - M&T BANK STADIUM NEC BAYFACE 2021V2

**ATTACHMENT B. FINANCIAL PROPOSAL INSTRUCTIONS AND  
FORM**

**(SEPARATE ATTACHMENT)**

## **ATTACHMENT C – PROPOSAL AFFIDAVIT**

### **A. AUTHORITY**

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

### **B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

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

#### **B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

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

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

(4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

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

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

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

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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**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):

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**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).

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**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):

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**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:

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*Signature of Authorized Representative and Affiant*

Printed Name:

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*Printed Name of Authorized Representative and Affiant*

Title:

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Date:

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**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

**ATTACHMENT D – RESERVED**

**ATTACHMENT E – RESERVED**

**ATTACHMENT F – SAMPLE CONTRACT**



**NEC TELEPHONE EQUIPMENT UPGRADE**

**BETWEEN**

**MARYLAND STADIUM AUTHORITY**

**AND**

**[CONTRACTOR]**

**MSA CONTRACT No. 21-030**

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**MARYLAND STADIUM AUTHORITY**  
**CONTRACT NO. 21-030**  
**NEC TELEPHONE EQUIPMENT UPGRADE**

**M&T BANK STADIUM**

THIS STADIUM NEC TELEPHONE EQUIPMENT UPGRADE SERVICES AGREEMENT (this "**Agreement**") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the MARYLAND STADIUM AUTHORITY, a body politic and corporate and an instrumentality of the State of Maryland ("**MSA**"), and \_\_\_\_\_ a [State of Organization] [Type of Organization] ("**Contractor**").

**RECITALS**

**WHEREAS**, MSA issued a Request for Proposals (the "**RFP**") on \_\_\_\_\_ for NEC Telephone Equipment Upgrade at the M&T Bank Stadium (the "**Services**") and

**WHEREAS**, MSA selected Contractor based on its technical qualifications, proposal and related submissions; and

**WHEREAS**, MSA and Contractor desire to enter into this Agreement.

**AGREEMENT**

**Incorporation of Recitals.** The foregoing Recitals are incorporated herein by reference and made a part of this Agreement.

**NOW, THEREFORE**, for and in consideration of the promises and covenants, conditions, representations, and warranties contained herein, and for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1**  
**GENERAL PROVISIONS**

**Section 1.1            Relationship**

Contractor accepts the relationship of trust and confidence established with MSA by this Agreement, and covenants to provide Contractor's reasonable skill and judgment and to cooperate with MSA and its various partners and contractors in furthering the interests of MSA and the Baltimore Ravens (collectively, the "Teams") in connection with the Services provided under this Agreement.

**Section 1.2            Compliance with Laws**

The Contractor hereby represents and warrants that:

(a) It is qualified to do business in the State of Maryland (whether a domestic business or a foreign corporation) pursuant to § 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, and that it will take such action as, from time to time hereafter may be necessary to remain so qualified;

(b) It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

(c) EPA compliance. Materials, supplies, equipment and other services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable;

(d) Occupational Safety and Health (OSHA). All materials, equipment, supplies or services shall comply with the applicable U.S. and the Maryland Occupational Safety and Health Act Standards and related regulations;

(e) All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in this Agreement; and

(f) Contractor shall obtain at its own expense (except as provided in this Agreement), and comply with federal, State, and local permits, licenses, certifications, inspections, insurance, and governmental approvals, required in connection with the Services required under this Agreement.

**Section 1.3            Quality of Work & Standard of Care**

In performing its duties hereunder, Contractor shall use a level of skill and exhibit a standard of care that is appropriate for a contractor providing the requisite Services in connection with a service contract of similar size and scope to this Agreement. Contractor understands and acknowledges that MSA's decision to appoint Contractor is based upon the experience, qualifications, and other materials submitted in response to the RFP. Contractor further represents and warrants that such materials are, as of the date that

they were submitted and as of the date hereof, accurate in all material respects and fairly represent the capabilities of Contractor and its subcontractors.

#### **Section 1.4 Representations**

Contractor represents that it is thoroughly familiar with, and understands the requirements of this Agreement and is experienced in providing the requisite Services.

#### **Section 1.5 Contract Documents**

1.5.1 Contract Document Priority. The Contract Documents consist of this Agreement, the Contract Affidavit, the RFP including all attachments, exhibits and addenda, the Contractor's Technical Proposal and Financial Proposal (as amended by a best and final offer if applicable). The Technical Proposal and Financial Proposal are together the "**Proposal**".

If there is any conflict among the Contract Documents, then the following order of precedence will govern:

This Agreement, including all exhibits and any amendments thereto,

The Contract Affidavit;

The RFP and subsequent addenda;

The Contractor's Proposal.

1.5.2 The order of priority in section 1.5.1 notwithstanding, it is the Contractor's responsibility to inform MSA of any material inconsistencies and confirm any information necessary for the complete, successful prosecution of the Services.

1.5.3 Nothing in the Proposal or other submissions from the Contractor shall prevail over any Contract Document unless expressly agreed to in writing by MSA with a properly approved Change Order (*see* Article 9) or modification to the Agreement.

1.5.4 Inconsistent Terms or Requirements. Any provisions herein to the contrary notwithstanding, all Contract Documents shall be construed consistently to the extent possible.

1.5.5 Interpretation of the Contract Documents. MSA's Project Manager shall be the final interpreter of the Contract Documents and shall furnish with reasonable promptness any clarifications deemed necessary for the proper execution of the Services.

1.5.6 Unless otherwise stated in the Contract Documents, words which have well-known technical industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.5.7 Contract Representatives. Contractor's Project Manager identified in its Technical Proposal, shall be deemed to have authority to render any decision or take any action required under this Agreement. MSA's Project Manager identified in Section 14.18 is the Contractor's MSA contact for the purpose of communicating routine information, requesting assistance, or making routine inquiries regarding this Agreement. This subsection 1.5.8 notwithstanding, only an authorized MSA official acting in the capacity of Contract Representative is authorized to make changes to the scope of Services or to consent to modifications to this Agreement. The Contract Representative may also be MSA's Procurement Officer.

1.5.8 Entire Agreement. This Agreement represents the entire and integrated agreement between MSA and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

1.5.9 References to Articles and Sections. As used in this Agreement, any reference to an Article or Section number refers to Articles and Sections in this Agreement unless otherwise stated.

## **Section 1.6            Period of Performance**

The period of performance (the "**Term**") shall commence on the date written above and, and unless terminated sooner pursuant to this Agreement, terminate upon final completion and acceptance of the work, including applicable warranty periods.

**ARTICLE 2**  
**SERVICES**

**Section 2.1           Generally**

The Contractor is being engaged to perform the Services and all requirements set forth in the RFP.

**Section 2.2           Additional Services**

Additional Services (“**Additional Services**”) requested of, or by Contractor shall be provided upon MSA’s and Contractor’s mutual written agreement. Unless otherwise specified, the Contractor’s compensation for additional services shall be paid for in accordance with Article 6 and based upon actual time spent at the hourly rate(s) agreed to in advance in writing by MSA.

**Section 2.3           Ownership of Materials**

2.3.1 Any work product, whether written or in electronic format, prepared by Contractor during the term of this Agreement for MSA shall become the sole and exclusive property of MSA. MSA shall have the right to use the same without restriction and without compensation to the Contractor other than as specifically provided for herein.

2.3.2 Contractor agrees that at all times during the term of this Agreement and thereafter, work created under this Agreement, and services performed under this Agreement shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any materials created under this Agreement are not works made for hire for MSA, the Contractor hereby relinquishes, transfers, and assigns to the MSA all of its rights, title, and interest, (including all intellectual property rights) to all such products created under the Agreement.

**Section 2.4           Patents, Copyrights, Trade Secrets and Protected Matters**

2.4.1 The Contractor assumes the risk that any materials, equipment, processes, or other items required under this Agreement or furnished by the Contractor are subject to any patent, copyright, trademark, trade secret or other property right of another. Contractor shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by MSA. Contractor shall defend all suits or claims of infringement of any patent, copyright, trademark, trade secret or other property right of another and shall hold harmless MSA, the State and/or the Teams from loss or expense on account thereof.

## **Section 2.5 MSA's Responsibilities**

MSA shall provide Contractor with all information regarding its requirements for the Services to be provided under this Agreement.

**ARTICLE 3**  
**STAFFING**

**Section 3.1      Key Personnel**

3.1.1 The Contractor shall not make any changes in the composition of its key staff members (the “**Key Personnel**”) identified in its Proposal, or as otherwise consented to in writing by MSA. Any change to the Management Team without MSA’s written consent shall be cause for Termination.

3.1.2 If required by applicable State or federal law, Contractor’s personnel – including Key Personnel and any subcontractors, shall be subject to a security and/or criminal background check. Before or after award of the contract, at the sole discretion of MSA, those persons found to be unfit to work on State contracts may be excluded from work on the contract at no additional cost to MSA.

3.1.3 Only personnel thoroughly trained and skilled in the tasks assigned them may be employed for any portion of the Services. Any Contractor employee or subcontractor found to be unskilled or untrained shall be removed.

3.1.4 When municipal, county, State or federal laws require that certain personnel (electricians, plumbers, etc.) be licensed, then all such personnel, including subcontractors, employed by, or under contract with, the Contractor shall be so licensed.

3.1.5 If the MSA in its sole discretion determines that any employee or subcontractor is not performing satisfactorily, MSA shall have the right to direct that Contractor to replace the individual(s). The Contractor shall provide MSA with resumes of possible replacements and MSA shall have the opportunity, but not the obligation to interview replacement candidates.



**ARTICLE 4**  
**SUBCONTRACTORS**

**Section 4.1 Contractual Responsibility**

4.1.1 Except as specified in the Proposal, Contractor shall not subcontract any of the Services to be performed under this Agreement without the prior written consent of MSA.

4.1.2 The Contractor is fully responsible to MSA for the acts and omissions of its subcontractors at any tier, and persons either directly or indirectly employed by them, as well as for the acts and omissions of itself and persons directly employed by it.

4.1.3 Nothing contained in the Contract Documents shall create any contractual relationship between a subcontractor at any tier and MSA, and nothing in the Contract Documents is intended to make any such entity a beneficiary of the contract between MSA and Contractor. No subcontractor at any tier shall have or make any claim or cause of action directly against MSA.

**Section 4.2 Prompt Payment of Subcontractors**

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

(a) Not process further payments to the Contractor until payment to the subcontractor is verified;

(b) Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

(c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

(d) Place a payment for an undisputed amount in an interest-bearing, escrow account; or

(e) Take other or further actions as appropriate to resolve the withheld payment.

4.2.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute, Such "undisputed amounts" include, without limitation;

(a) Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and

(b) An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

4.2.3 An act, failure to act, or decision of a Procurement Officer or a representative of the MSA, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

(a) Affect the rights of the contracting parties under any other provision of law;

(b) Be used as evidence on the merits of a dispute between MSA and the Contractor in any other proceeding; or

(c) Result in liability against or prejudice the rights of the MSA.

4.2.4 The remedies enumerated above are in addition to those provided under COMAR 21. 11. 03. 13 with respect; to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.

4.2.5 To ensure compliance with certified MBE subcontract participation goals, MSA may, consistent with GOMAR.21. 1 1.03. 13, take the following measures:

(a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:

(i) Inspecting any relevant records of the Contractor;

(ii) Inspecting the jobsite; and

(iii) Interviewing subcontractors and workers.

(b) Verification shall include a review of the:

(i) The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and

ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.

( c ) If MSA determines that the Contractor is not in compliance with certified MBE participation goals, then the MSA will notify the Consultant in writing of its findings, and will require the Consultant to take appropriate corrective action, Corrective action may include, but is not limited to, requiring the Consultant to compensate the MBE for work performed as set forth in the MBE participation schedule.

(d) If the MSA determines that the Consultant is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the MSA requires, then the MSA may:

(i) Terminate the contract;

(ii) Refer the matter to the Office of the Attorney General for appropriate action; or

(iii) Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.

Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

**Section 4.3        Reserved**

**Section 4.4        Subcontract – Contract Provisions**

4.4.1 In addition to any other required term or provision contained herein, the Contractor must bind every subcontractor - and will see that every subcontractor agrees to be bound - by the terms of the Contract Documents, as far as applicable to its work, unless specifically noted to the contrary in a subcontract approved by MSA. Contractor must include in any subcontracts the following provisions:

4.4.2 Subcontractor agrees to be bound to the Contractor by the terms of the Contract Document between the Contractor and MSA, and to assume toward it all obligations and responsibilities that the Contractor, by those documents assumes towards MSA.

4.4.3 Subcontractor agrees to submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under Article 6.

4.4.4 The provisions required by Sections 4.2 and 4.4.

4.4.5 Each contract shall be assignable to MSA at MSA's election in the event the Contractor is terminated or fails to perform its obligations under the Contract Documents. MSA may assign its rights under those documents and this Agreement to any other unit or instrumentality of the State without notice to the subcontractor.

4.4.6 The provisions of this Section 4.4 notwithstanding, unless there is an assignment of contract pursuant to this Section the Contractor shall be solely responsible for all subcontractors and none of MSA or the Teams shall have privity of contract with, or, obligations or liabilities to the subcontractors.

**ARTICLE 5**  
**RESERVED**

**ARTICLE 6**  
**COMPENSATION AND PAYMENT PROVISIONS**

**Section 6.1 Compensation and Method of Payment**

6.1.1 **Contract Price.** In consideration of the satisfactory performance of the work set forth in this Agreement, MSA shall pay the Contractor in accordance with this contract and at the unit prices quoted on the Financial Proposal Form (Exhibit \_\_\_\_). Unless properly authorized by MSA, payment to the Contractor pursuant to this Agreement shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

6.1.2 **Additional Services.** Additional Services performed pursuant to subsection 2.2 shall be paid for in accordance with this Article 6. Compensation for Additional Services shall be based on actual time spent at hourly rates mutually agreed upon by Contractor and MSA.

6.1.3 **Invoices.** Contractor shall submit detailed invoices (“**Invoice**”), setting forth (i) the name of the employee or subcontractor performing services; (ii) the date(s) of service(s); (iii) a complete description of services performed; (iv) the agreed upon rates charged for said services; and (v) the hours - or fractional hours expended, if applicable.

6.1.4 **Payment for Additional Services.** Contractor’s compensation will be based upon a reasonable number of actual hours expended by Contractor’s employees and subcontractors in the performance of Services, as approved by MSA, multiplied by the agreed upon rates for such Services.

**Section 6.2 State Payment Provisions**

6.2.1 Invoices are reviewed and approved by MSA. Payment is made by the Maryland State Treasurer subject to the following:

(a) In addition to any other information required by the Procurement Officer, the Contractor’s invoices shall include a tax payer identification number and contract identification number and MSA’s Blanket Purchase Order Number (to be provided by MSA).

(b) Payments to the Contractor pursuant to this Agreement and which are not in dispute shall be made no later than thirty (30) days after MSA’s receipt of a proper invoice from the Contractor.

(c) Charges for late payment of invoices, other than as prescribed by SF Title 15, Subtitle 1, or by the Public Service Commission of Maryland with respect to regulated public utilities as applicable, are prohibited.

6.2.2 Contractor shall be paid by Electronic Funds Transfer as required by the RFP unless it has requested and been granted an exemption.

6.2.3 Taxes. The State nor MSA shall not withhold federal, State, local or FICA taxes, if any, from payments made pursuant to this Agreement.

**ARTICLE 7**  
**RESERVED**

**ARTICLE 8**  
**INSURANCE**

Insurance coverage shall include:

A. Commercial General Liability Insurance

The Contractor shall obtain and maintain, from and after the date of the Contract, insurance coverage for general liability claims (including, but not limited to, claims for bodily injury and property damage, including loss of use) arising from the operations of the Contractor, subcontractors, and suppliers that satisfies the following requirements:

1. Commercial General Liability (“CGL”) insurance to be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent.
2. Minimum coverage limits of: \$1,000,000 as a per occurrence limit; \$2,000,000 as a general aggregate limit (applied separately to claims arising from the Contractor’s performance under the Contract); and \$ 2,000,000 as a products/completed operations limit.
3. MSA, the State and the Baltimore Ravens Limited Partnership (collectively “Additional Parties”) shall be added as Additional Insureds by additional insured endorsements ISO CG-20-10 and CG-20-37 or their equivalents. As Additional Insureds, the Additional Parties shall have coverage for liability arising out of the Contractor’s ongoing and completed operations performed.
4. The CGL insurance policy shall include waivers of subrogation in favor of the Additional Parties.
5. The CGL insurance policy shall be primary and noncontributory with respect to the coverage afforded to the Additional Parties.
6. The CGL insurance policy shall not contain any exclusion for: X, C and/or U hazards; third party actions over claims; or punitive damages.
7. The CGL insurance policy shall include Blanket Written Contractual Liability covering all contractual liabilities and indemnities assumed by the Contractor pursuant to the Contract.
8. The CGL insurance policy shall also include the following extensions:
  - a. The general aggregate limit shall apply separately to the Contract;



- b. Premises/Operations;
- c. Actions of Independent Contractors;
- d. Products/Completed Operations to be maintained for at least two (2) years after the expiration or termination of the Contract;
- e. Personal injury liability including coverage for offenses related to employment and for offenses assumed under the Contract (including deletion of any standard employment and/or contractual exclusions if contained in the personal injury coverage section); and

C. Automobile Liability

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

1. Minimum \$2,000,000 combined single limit on coverage.
2. The BAL insurance policy shall include waivers of subrogation in favor of the Additional Parties.
3. The BAL insurance policy shall name the Additional Parties as Additional Insureds.
4. If a Project encroaches within fifty (50) feet of the centerline of a railroad, the BAL insurance policy shall include ISO Endorsement CA- 20-70 or its equivalent prior to the Contractor beginning any work on such Project.

D. Workers Compensation and Employers Liability

The Contractor shall obtain and maintain, from and after the date of the Contract, insurance coverage for claims arising from Workers Compensation statutes and from Employer’s Liability or other third party legal liability claims arising from bodily injury, disease, or death of the Contractor’s employees. Such insurance shall satisfy the following requirements:

1. The Contractor shall provide Workers Compensation coverage for all employees and require that their subcontractors provide Workers Compensation coverage for all their employees in accordance with the statutory requirements of the jurisdiction in which the work is being performed.

2. The policy shall provide for both Workers Compensation coverage (“Part A”) and Employers Liability coverage (“Part B”).
3. The minimum limits of coverage for Part A (Workers Compensation) shall be in accordance with the statutory requirements of the jurisdiction in which the work is being performed. The minimum limits of coverage for Part B (Employers Liability) shall be \$1,000,000 for each accident, \$1,000,000 for each employee, and a \$1,000,000 aggregate policy limit for disease.
4. Part B (Employers Liability) of such insurance policy shall include waivers of subrogation in favor of the Additional Parties. The Additional Parties shall be named as Additional Insureds with respect to Part B (Employers Liability).

E. Excess Liability / Umbrella Liability

The Contractor shall obtain and maintain, from and after the date of the Contract, insurance coverage for third party legal liability claims against the Contractor that exceed the per occurrence or general aggregate limits of the CGL insurance policy, the BAL insurance policy, and Part B (Employer’s Liability) of the Workers’ Compensation and Employer’s Liability insurance policy. Such excess/umbrella insurance shall satisfy the following requirements:

1. Unless otherwise specified by the Procurement Officer, the required minimum coverage limits for such insurance is \$2,000,000 per occurrence.
2. The Additional Parties shall be named as Additional Insureds with respect to such excess/umbrella liability insurance.
3. The excess/umbrella liability insurance policy shall include waivers of subrogation in favor of the Additional Parties.
4. The excess/umbrella liability insurance shall be primary and noncontributory with respect to the coverage afforded to the Additional Parties.

F. Additional insurance requirements

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

2. A policy is not acceptable if it allows the costs associated with investigating, managing, or defending against any claim or any other costs incurred by the insured or the insurer to be deducted from the policy limits.
3. Required insurance shall be purchased from and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Insurance companies providing coverage as required herein shall have an AM Best rating of A-VII or better. All policies must be on a primary basis. All policies, except Professional Liability and Workers' Compensation, shall name the Additional Parties as "Additional Insured."
4. Contractor shall be responsible for the maintenance of this insurance regardless of whether the work is performed directly by Contractor, by any subcontractor, by any person employed by the Contractor or any subcontractor, or by anyone for whose acts the Contractor may be liable.
5. The Contractor agrees, for itself and for its insurers, that neither Contractor nor its insurers may raise or use in the adjustment of claims or in the defense of suits against the Additional Parties, any immunity from or limitation of liability for torts (including under the Maryland Tort Claims Act and/or the Maryland Local Government Tort Claims Act) unless requested by MSA.
6. MSA prefers that all liability insurance policies (whether for professional liability, commercial general liability, business automobile liability, excess and/or umbrella liability, employer liability, or otherwise) be written on an "occurrence basis." However, if any liability insurance policy is on a "claims made" basis, the insurance must be maintained for a period of no less than ten (10) years after the end of the term of the Contract and the retroactive date must be listed as prior to or on the date on which the Contract is executed. If the policy is scheduled to be cancelled, not renewed, or not replaced prior to the expiration of such ten (10) year period, then prior to such cancellation, nonrenewal, or non-replacement, the Contractor must purchase an Extended Reporting Coverage (Tail) to cover the exposures past the cancellation, termination, or expiration date, as applicable.
7. No acceptance and/or approval of any insurance by MSA shall be construed as relieving the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon any of them by the Contract.

**ARTICLE 9**  
**CHANGES TO SERVICES OR AGREEMENT**

**Section 9.1            Change Directives**

9.1.1 MSA may, without invalidating the Agreement, order changes in the Services required under the Agreement, including additions, deletions or modifications. Any such change must be conveyed by MSA to Contractor via an executed written change directive (a “**Change Directive**”).

9.1.2 Prompt Notice. If Contractor encounters or discovers Conditions which it reasonably believes may have a material impact on the Services to be provided it shall promptly notify MSA in writing of such Conditions, and the possible effect on cost and schedule. Any notice shall be given as soon as possible, but in no event more than five (5) calendar days following the earlier of when Contractor knew or should have known of the Conditions. Contractor acknowledges that failure to provide timely notice may limit or eliminate MSA's ability to investigate, verify or mitigate such Conditions. Any adjustment to Contractor's price shall be determined by MSA after its review and consideration of the Conditions. Contractor shall include provisions similar to this provision in all of its subcontracts.

9.1.3 Failure to Agree. In the event of a dispute between MSA and the Contractor as to whether any Services are included in the scope of the Agreement such that the Contractor would be obligated to provide that Service at no additional cost to MSA, the Project Manager may order the Contractor under this Section 9.1 to perform the Service with issuance of a Change Directive. Contractor shall proceed with the work and MSA's Change Directive, without interruption or delay, and may make a claim as provided in Section 10 of this Agreement. Failure to proceed due to a dispute over a Change Directive shall constitute a material breach of this Agreement and entitle MSA to all available remedies for such breach, including, without limitation, termination for default.

**ARTICLE 10**  
**DISPUTES**

**Section 10.1            Dispute Resolution**

Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this Section.

10.1.1 As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this Agreement. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this Article. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this Article.

10.1.2 A claim shall be made in writing and submitted to the Contract Administrator for decision within thirty days of when the basis of the claim was known or should have been known, whichever is earlier.

10.1.3 When a claim cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Procurement Officer. The written request shall set forth all the facts surrounding the controversy.

10.1.4 The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its claim.

10.1.5 The Procurement Officer shall render a written decision on all claims within 90 days of receipt of the Contractor's written claim, unless the Procurement Officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 90 days, the Procurement Officer shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The Procurement Officer's decision shall be deemed the final action of the MSA.

10.1.6 The Procurement Officer's decision shall be final and conclusive without prejudice to the rights of the Contractor to institute suit after completion of the Services in a court of competent jurisdiction for losses incurred by Contractor as a result of the Procurement Officer's decision. Contractor hereby waives any rights that it may have at any time to institute suit or file other claims or causes of action, at law or in equity, prior to completing all of the Services under the Contract Documents.

10.1.7 Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Agreement in accordance with the Procurement Officer's decision.

**ARTICLE 11**  
**INDEMNIFICATION AND RESPONSIBILITY**  
**FOR CLAIMS AND LIABILITY**

**Section 11.1 Indemnification**

(a) Contractor agrees to indemnify, defend, protect and hold harmless MSA, the Baltimore Ravens Limited Partnership (Ravens), their respective officers, agents, members and employees from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including reasonable attorney fees, arising out of, caused by, or resulting from Contractor's negligence or willful misconduct.

(b) Contractor shall not be responsible for the acts or omissions of MSA, the Orioles, or the Ravens, as the case may be, or any contractor or subcontractor hired or engaged directly by MSA or the Ravens, as the case may be.

(c) Neither Contractor nor MSA shall be liable to the other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable controls and/or without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake and epidemic, atmospheric condition of unusual severity, war, and strikes.

(d) The above indemnity shall survive expiration or termination of this Agreement.

**Section 11.2 Responsibility for Claims and Liability**

The Contractor shall be responsible for all damage to life and property due to its activities or those of its agents or employees, in connection with the Services required under the Agreement. Further, it is expressly understood that Contractor shall indemnify and save harmless MSA, the Orioles, the Ravens, their respective officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, including reasonable attorney's fees and litigation expenses arising out of or resulting from the negligent performance of the Services of the Contractor under the contract.

## **ARTICLE 12**

### **RETENTION OF RECORDS**

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



**ARTICLE 13**  
**DISSEMINATION OF INFORMATION**

Unless Contractor has obtained the prior written consent of MSA, Contractor shall not (a) release, disseminate, publish, distribute, or circulate, in any manner whatsoever, any information, data, document or materials related to the Services or performance of the Services under this Agreement, or (b) publish any final reports or documents.

**ARTICLE 14**  
**STATE TERMS**

**Section 14.1 General State Terms**

14.1.1 Governing Law. The provisions of this Agreement shall be governed by the laws of the State of Maryland and the parties hereto expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder after all administrative remedies, if any, have been exhausted.

14.1.2 Amendment. This Agreement may be amended by and only by an instrument executed and delivered by each party hereto.

14.1.3 Assignment. This Agreement may not be assigned by either Party, in whole or in part without the written consent of the other; provided however, that MSA may assign any or all of its rights under this Contract to the State of Maryland, or any agency or department thereof. The Contractor shall notify the MSA immediately in writing of any significant changes in its ownership or organization or in the ownership or organization of any of the joint venturers comprising the Contractor.

14.1.4 Incorporation by Reference. All terms and conditions and any changes thereto, are made a part of this Agreement.

14.1.5 Non-Hiring of Employees. No official or employee of the State as defined in State Government Article § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Agreement shall, during the pendency or term of this Agreement and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Agreement.

14.1.6 Articles and Headings. The Article and Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or provision thereof.

14.1.7 Personal Liability of Public Officials. In carrying out any of the provisions of the Agreement, or in exercising any power or authority granted to them by or within the scope of this Agreement, there shall be no personal liability upon the members of MSA, either personally or as officials of the State, it being understood that in all such matters the act solely as agents and representation of MSA.

## **Section 14.2 Non-Discrimination Provisions**

**14.2.1 Nondiscrimination in Employment.** Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**14.2.2 Commercial Nondiscrimination.** As a condition of entering into this Agreement, the Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the company may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

termination, disqualification by the State from participating in State contracts, and other sanctions.

### **Section 14.3           Disclosures and Ethics**

14.3.1 Financial Disclosure. Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$200,000 or more during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

14.3.2 Statement of Political Contributions. Contractor shall comply with the Election Law Article, Title 14 Subtitle 1, Md. Code Ann., which requires that a person doing public business with the State, shall file a statement with the State Board of Elections as provided in section 14.

14.3.3. Generally, this applies to every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall file with the State Board of Election a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

14.3.4 Anti-Bribery. Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

14.3.5 Contingent Fees. Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

14.3.6 Appropriation of Funds. If funds are not appropriated or otherwise made available to MSA to support continuation of this Agreement, this Agreement shall terminate automatically as of the beginning of the fiscal year for which funds are not available; provided, however, that this will not affect either party's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be

to discharge both Contractor and MSA from future performance of this Agreement, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of this Agreement. MSA shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first. Contractor may not recover anticipatory profits or costs incurred after termination.

14.3.7 False Statements. Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to MSA in connection with this Agreement.

#### **Section 14.4 Drug and Alcohol Free Workplace**

The Contractor warrants that it shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that it shall remain in compliance throughout the term of this Agreement.

#### **Section 14.5 Tax Exemption**

MSA is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Where a Contractor (or the Contractor) is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

#### **Section 14.6 Governmental Immunities**

Nothing in the preceding provision, or in any other term or provision in this Agreement, shall waive, limit, or otherwise affect in any way the limitations, immunities or notice requirements applicable to claims against MSA as unit of the State of Maryland.

#### **Section 14.7 Tort Claims Acts**

Contractor agrees for itself and for its insurers, that neither Contractor nor its insurers may raise or use any governmental immunity from or limitation of liability for torts (including under the Maryland Tort Claims Act and/or the Maryland Local Government Tort Claims Act) in the adjustment of claims or in the defense of suits against MSA, the State or the City, unless requested by MSA.

#### **Section 14.8 Independent Contractor Status**

The Contractor is an independent Contractor and neither the Contractor nor its employees, agents or representatives shall be considered employees, agents or representative of the State or of MSA. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners, joint venturers or an association between the State or MSA or the City and the Contractor.

### **Section 14.9 No Arbitration**

No Arbitration: No dispute or controversy under this Agreement shall be subject to binding arbitration.

### **Section 14.10 Approvals**

This Agreement shall not be effective until all required approvals of the Maryland Stadium Authority Board and the State of Maryland Board of Public Works (if required) have been obtained. No work shall be commenced hereunder until MSA notifies the Contractor that such approvals have been obtained.

### **Section 14.11 No Third Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either MSA or the Contractor. There are no intended third party beneficiaries of this Agreement.

### **Section 14.12 Time of the Essence**

Time is of the essence in the performance of the obligations of the Contractor under this Agreement.

### **Section 14.13 Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

### **Section 14.14 Termination**

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

14.14.2 Termination for Convenience. The performance of work under this Agreement may be terminated by MSA in accordance with this clause in whole, or from time to time in part, whenever MSA or the State shall determine that such termination is in the best interest of the State. The State /MSA will pay all reasonable costs associated with this

Agreement that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

**Section 14.15 Severability**

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

**Section 14.16 Contract Affidavit**

Simultaneously with the execution of this Agreement, Contractor shall execute, seal and deliver to MSA the signed contract affidavit attached hereto as Exhibit 5.

**Section 14.17 Authority to Execute**

The individual signing this Agreement on behalf of Contractor represents and warrants that (i) Contractor is duly organized and authorized to do business in the State of Maryland; and (ii) this Agreement has been duly authorized and is validly executed by an authorized officer of the Contractor.

**Section 14.18 Contract Representatives**

The following individuals are designated as representatives for the purposes of the routine management of the Agreement and communication between the parties.

MSA Contract Representatives:

Contract Administrator: Joe March, or designee

Contract Manager: Vince Steier, or designee

Procurement Officer: Sandra Fox, or designee

Contractor's Contract Representative(s):

Project Manager:

**Section 14.19 Notices**

All notices required or permitted hereunder shall be in writing and delivered personally or by registered or certified mail (restricted delivery) return receipt requested, postage prepaid to the addresses set forth below:

**If to MSA:**

Maryland Stadium Authority  
351 West Camden Street, Suite  
300  
Baltimore, MD 21201-2435  
Attn:

**With copy to:**

Office of the Attorney General  
Attn: Cynthia Hahn, Counsel /  
200 St. Paul Place, 20<sup>th</sup> Floor  
Baltimore, MD 21202

**If to Contractor:**

Name  
Address  
City, State, Zip  
Attn: (Name & Title)

Any party may designate another addressee or change its address by notice given to the other party pursuant to this Section. All notices shall be deemed given upon receipt thereof or at the time delivery is refused.

The effective date (the “**Effective Date**”) of this Agreement shall be the date first written above.



MARYLAND STADIUM AUTHORITY

By: \_\_\_\_\_

Michael J. Frenz, Executive Director

CONTRACTOR

By: \_\_\_\_\_

Authorized Officer

## **LIST OF EXHIBITS**

Exhibit 1	Request for Proposals
Exhibit 2	Technical Proposal
Exhibit 3	Price Proposal
Exhibit 4	Bid/Proposal Affidavit
Exhibit 5	Contract Affidavit/Disclosure
Exhibit 6	Reserved
Exhibit 7	Conflict-of-Interest Information and Disclosure Affidavit

**ATTACHMENT G - RESERVED**

**ATTACHMENT H - RESERVED**

**ATTACHMENT 1 – 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 J- NEGOMETRIX INSTRUCTIONS**

(SEE [WWW.APP.NEGOMETRIX.COM-REGISTER](http://WWW.APP.NEGOMETRIX.COM-REGISTER) TO REVIEW VIDEO)

**ATTACHMENT K –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.

<b>Source/Consumables</b>	<b>Disposal Method</b>	<b>Handling Procedure</b>
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	Amounts are tracked and taken away/ dropped off to an authorized hauler or re-use center on a regular basis for recycling.



	building but still have value and may be donated/re-used.	
Building Materials	Building management coordinates with contractors to collect construction waste for re-use/recycling.	Amounts are tracked and taken away by an authorized hauler at the end of the demolition/construction period for recycling.

**SECTION 7: TIME PERIOD**

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

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

**Sustainable Purchasing Policy**



## **LEED for Existing Buildings: Operations and Maintenance Sustainable Purchasing Policy**

### **SECTION 1: POLICY SCOPE**

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

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

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

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

### **SECTION 2: POLICY GOALS**

To purchase ongoing consumables in a manner that will:

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

### **SECTION 3: PERFORMANCE METRIC**

#### **Sustainable Purchasing of Ongoing Consumables**

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

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

#### **Sustainable Purchasing of Durable Goods**

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

#### **Furniture**

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

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

#### Electronics and Appliances

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

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

#### **Sustainable Purchasing: Facility Alterations and Additions (when applicable)**

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

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

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

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

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

#### **SECTION 4: PERFORMANCE EVALUATION**

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

#### **SECTION 5: RESPONSIBLE PARTY**

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

#### **SECTION 6: PROCEDURES AND STRATEGIES**

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

##### **Packaging**

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

##### **Recycled Content**

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

#### **SECTION 7: TIME PERIOD**

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

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

**Building Exterior and Hardscape Management Plan**



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

### **SECTION 1: SCOPE**

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

### **SECTION 2: GOALS**

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

The Plan addresses environmental best practices for:

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

### **SECTION 3: RESPONSIBLE PARTIES**

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

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

### **SECTION 4: QUALITY CONTROL PROCESS**

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

## **SECTION 5: MAINTENANCE EQUIPMENT**

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

### **PERFORMANCE METRICS**

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

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

### **PRACTICES TO OPTIMIZE SITE MAINTENANCE EQUIPMENT**

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

## **SECTION 6: SNOW REMOVAL**



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

**PERFORMANCE METRICS**

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

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

**PRACTICES TO OPTIMIZE SNOW REMOVAL**

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

**SECTION 7: HARDSCAPE MAINTENANCE & BUILDING EXTERIOR CLEANING**

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

**PERFORMANCE METRICS**

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

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

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

## PRACTICES TO OPTIMIZE HARDSCAPE MAINTENANCE

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

## **SECTION 8: PAINTS AND SEALANTS**

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

### PERFORMANCE METRICS

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

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

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

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

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

**PRACTICES TO OPTIMIZE THE USE OF ENVIRONMENTALLY PREFERRED PAINTS AND SEALANTS**

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

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

**SECTION 9: TIME PERIOD**

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

# M&T Bank Stadium LEED Existing Building: Operations and Maintenance

## Indoor Air Quality Management Program



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

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## **1. INTRODUCTION**

The health, comfort, and work environment of employees and staff are important aspects of the Maryland Stadium Authority's (MSA) mission in the management of the M&T Bank Stadium. According to the EPA, indoor air quality (IAQ) is a critical component of providing a healthy and comfortable work environment. IAQ is important for the following reasons:

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

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

## **2. INDOOR AIR QUALITY COORDINATOR**

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

The Managers responsibilities include the following:

1. Acting as the key contact person at MSA to respond to and address IAQ issues and concerns.
2. Acting as the lead MSA staff person to develop and manage this IAQ Management Plan. This includes coordinating building walkthrough inspections, coordinating the building systems evaluations, coordinating the investigations of reported IAQ issues and concerns, and modifying the IAQ Management Plan to fit the MSA's specific needs and objectives at the M&T Bank Stadium.
3. Responding to reported IAQ concerns and issues.
4. Communicating with staff and other parties regarding the progress made with the Plan and the process of reporting IAQ concerns.

5. Coordinating the annual review of the Plan, this involves building walk-through inspections, building systems evaluations, and revising the Plan to include the new information obtained.

### **3. WALKTHROUGH INSPECTION OF MSA BUILDING**

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

### **4. BUILDING SYSTEMS EVALUATION**

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

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

### **5. EVALUATION AND RESOLUTION OF IAQ ISSUES**

#### ***Walkthrough Inspection and Building System Evaluations Findings:***

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

Issues are deferred if:

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

***Resolving Problems reported to the Director of Facilities:***

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

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

**6. COMMUNICATION POLICY**

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

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

**7. IAQ CONCERN REPORTING AND RESPONSE POLICY**

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

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

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

**8. EMERGENCY RESPONSE POLICY**

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

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

- spills of hazardous materials.

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

It is up to the discretion of the Jeff Provenzano to determine emergencies on a case-by-case basis, using the above definition as a general guideline only. If doubt exists about whether exposure to a specific hazard constitutes an emergency, a precautionary approach may be used where the matter is handled as an emergency. Non-emergency situations are addressed according to the “Concern Reporting and Response Policy”, section 8. Jeff Provenzano or his designee will respond to emergencies immediately. If the problem cannot be resolved with in-house resources, external help will be requested. If a hazard poses an immediate health threat to the staff, the affected building areas will be evacuated. All avenues of communication will be utilized to warn and inform interested parties in a prompt manner (see Communication Policy, section 6).

## **9. PREVENTIVE MAINTENANCE AND OPERATIONS POLICY**

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

## **10. CONSTRUCTION AND RENOVATION POLICY**

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

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

## **11. MICROBIAL MANAGEMENT POLICY**

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

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

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

## **12. CLEANING AND CHEMICALS POLICY**

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

## **13. FLOORING AND FURNISHING POLICY**

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

## **14. EDUCATION OF STAFF POLICY**

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

## **15. ANNUAL REVIEW**

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

The annual review involves:

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

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

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

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

### **IAQ Goals:**

During construction the construction team will:

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

### **IAQ Coordinator:**

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

### **IAQ Strategies:**

1. IAQ activities and issues will be discussed at each subcontractor coordination/safety meeting.
2. As each new subcontractor arrives at the building for the first time, the Contractor will present him/her with a copy of the plan and discuss IAQ responsibilities of that particular subcontractor.
3. The contractor will determine if permanent HVAC equipment will be operated during the renovation or if temporary heating and ventilation will be provided. Tentative delivery dates of the equipment should be established along with the dates of initial start-up.

4. The contractor will coordinate activities necessary to meet SMACNA IAQ Guidelines for Occupied Buildings under Construction, 2<sup>nd</sup> edition 2007, ANSI/SMACNA 008-2008 (Chapter 3).
5. The contractor will coordinate delivery, on site storage and installation of materials with weather and site conditions to limit the possibility of mold growth. Wet materials will not be used and all installed materials will be adequately protected from moisture.
6. Absorptive/porous materials stored on site or installed will be protected from dust and odors by isolating them from contaminated areas or sequencing installation well after contamination could occur.
7. All ductwork will arrive on site protected and remain as such until immediately before installation. All exposed edges of fiberglass duct insulation will be sealed with mastic before installation of ductwork and all openings in ducts will remain sealed until immediately before start up of equipment.

**SMACNA Guidelines:**

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

1. HVAC Protection –If the system is used during construction all grilles and openings must be fitted for temporary filters of a MERV (Minimum Efficiency Reporting Value) of at least 8. Ductwork must also be protected before installation to prevent dust contamination. All filtration media must be replaced immediately before occupancy with filters having a MERV rating of 13.
2. Source Control – The project is required to use building materials and products with limited VOC (Volatile Organic Compounds) content. Fossil fuel burning equipment should be limited to use on exterior of the building away from intake louvers.
3. Pathway Interruption – This measure provides ways to isolate areas where harmful dust and/or odors are being generated from other areas of the building. Temporary barriers such as dust curtains are effective for this use. Pressurizing appropriate areas can also limit flow of contaminants as well as using 100% outside air for ventilation. Location of pollutant sources should be considered whether inside the building or on the exterior if near an intake louver.
4. Housekeeping – Increasing cleaning frequency of the jobsite helps to reduce collection of dust and potential for mold growth. HEPA vacuums should be used inside the building as well as wetting agents for dust control. All cleaning agents should be chosen and used with caution to avoid introducing additional harmful fumes unto the building.
5. Scheduling – Off hours work should be considered if any construction activity generates an unacceptable level of harmful dust or odor.
6. Flush-Out Procedure – A flush out of the renovated space will be performed after all construction work has been completed including punch list items and prior to occupancy of the space. If the

space's central HVAC system is being used to perform the flush-out, remove any temporary filters and duct coverings installed per the measures listed above. Install MERV 13 filtration where needed prior to the flush-out. Outside air is used to dilute and remove off-gassed contaminants. The quantity of outside air that must be introduced to the project space for the flush out is 14,000 cubic feet of air per square foot of floor area. The rate of outside air should not cause the interior temperature to drop below 60°F and the relative humidity should not exceed 60%. The initial flush out phase is complete when 3,500 cubic feet of air per square foot has been replaced. Occupants may move in after this initial flush out has been performed. The flush-out phase is complete once all 14,000 cubic feet of air per square foot has been supplied, at that time the HVAC system can be switched to its normal mode of operation.

7.

#### **Adhesives, Sealants, Paints and Coatings Purchasing Protocols**

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

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

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

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

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

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



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

E. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that

occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business's policy of maintaining a drug and alcohol-free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
  - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to

suspend payments under or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID-

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated\_\_\_\_\_, 2021, 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)