

## **ATTACHMENT C –BID/ PROPOSAL AFFIDAVIT**

### **A. AUTHORITY**

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

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

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

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

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

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

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

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

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

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

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS I FURTHER AFFIRM THAT:**

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

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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):

**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:

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

**ATTACHMENT D -RESERVED**



## ATTACHMENT E – SMALL BUSINESS RESERVE AFFIDAVIT

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

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

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

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

I AFFIRM THAT:

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

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

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

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

## ATTACHMENT F – SAMPLE CONTRACT FORM

THIS CONTRACT (the “**Contract**”) is made this \_\_\_\_ day of \_\_\_\_ 2021 by and between the MARYLAND STADIUM AUTHORITY, (hereinafter referred to as **MSA**) and \_\_\_\_\_ (hereinafter referred to as **Contractor**).

In consideration of the promises and the covenants herein contained, the parties agree as follows:

### 1. Definitions

Capitalized terms not defined herein shall be as ascribed the meaning given them in the IFB. In this Contract, the following words have the meanings indicated:

- 1.1 “**Bid**” means the Contractor’s Bid dated \_\_\_\_\_.
- 1.2 “**COMAR**” means Code of Maryland Regulations.
- 1.3 “**Contract**” means this Contract between MSA and the Contractor consisting of the Contract Documents and each is fully a part of the Contract as if attached to this Contract or incorporated herein. Contract as used in this Contract means this Contract inclusive of all Contract Documents.
- 1.4 “**Contract Documents**” means this Contract, the IFB, and the Contractor’s Bid, and all amendments, modifications, addenda, and exhibits to the foregoing.
- 1.5 “**Contractor**” means the entity named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is \_\_\_\_\_, whose Federal Employer Identification Number or Social Security Number is \_\_\_\_\_, and whose eMaryland Marketplace Advantage vendor ID number is \_\_\_\_\_.
- 1.6 “**Contractor Personnel**” includes Contractor’s employees, agents and subcontractors as the context requires.
- 1.7 “**IFB**” means the Invitation for On Call Furniture and Millwork Repairs, MSA Project No. 21-018, and any amendments, addenda, and attachments thereto issued in writing by MSA.
- 1.8 **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.09 “**MSA**” means the Maryland Stadium Authority.
- 1.10 “**Procurement Officer**” means the MSA employee identified in Key Information Summary Sheet of the IFB as the Procurement Officer.

- 1.11 “**State**” means the State of Maryland.
- 1.12 “**Work**” or “**work**” is the provision of all services, labor, materials, and supplies, necessary (or reasonably inferable) for the successful completion of each repair of furniture and millwork required under this Contract on an as-needed bases.
- 1.13 “**CYSC**” means Camden Yards Sports Complex.

## **2. Scope of Contract**

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

Exhibit A – The IFB; including all exhibits and attachments; Exhibit B – The Contract Affidavit; and  
Exhibit C – The Contractor’s Bid.

- 2.1.2 Contractor shall perform or have the work performed and executed in a workmanlike manner and in conformance with the Contract Documents.
- 2.1.3 In the event MSA finds the materials or the finished product in which the materials were used or the work performed are not in complete conformity with the Contract and have resulted in an inferior or unsatisfactory result, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.
- 2.1.4 MSA shall not compensate the Contractor for travel time to and from CYSC, nor for any travel required to correct deficiencies in Contractor’s work.

## **3.1 Change Orders and Modifications**

- 3.1.1 (a) The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract (a “**Change Order**”). No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a Change Order or entitle the Contractor to an equitable adjustment under this section.

(b) Except as otherwise provided in this Contract, if any Change Order causes an increase or decrease in the Contractor’s cost, or time required for performance of any part of the work, (whether directly or indirectly affected by the Change Order), an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly.

(c) Within 30 days of its receipt of a Change Order, the Contractor must assert its right in writing, to an equitable adjustment (“**Adjustment Claim**”) under this section. Contractor shall include in its Adjustment Claim information regarding the nature and amount of increased costs and the impact the Change Order had on the work and schedule, if any. (d)

Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed by a Change Order.

- 3.1.2 Section 3.1 notwithstanding, the Contract may be modified by mutual agreement of the parties, provided the modification is: (a) in writing; (b) executed by all parties; and (c) all required approvals are obtained.

### **3.2 Change Order Mark-Up**

(a) For Change Order work, the mark-up allowable to the Contractor for combined overhead and profit for work performed solely by the Contractor with its own work forces shall be a reasonable amount not to exceed fifteen percent (15%) of the Contractor's actual costs. Back-up documentation to be provided.

(b) (i) If the Change Order work is completed by a Subcontractor solely with its own work forces, the Contractor is entitled to a reasonable mark-up for combined overhead and profit, not to exceed five percent (5%) of the actual cost of the Subcontractor's materials, equipment, and labor. Back-up documentation to be provided.

- 3.2.1 The cost of supervisory personnel may be added only when a modification or Change Order makes hiring additional supervisory personnel necessary. The role and responsibilities Contractor expects the additional supervisory personnel to fill are subject to MSA consent.

### **4.1 Coordination of Work**

- 4.1.1 Contractor shall coordinate with MSA to schedule work to minimize disruptions to CYSC tenants, MSA and CYSC operations.
- 4.1.2 Contractor, as required by the Contract Monitor, shall meet with the Contract Monitor to provide status updates and certify work that has been completed.

### **5.1 Working Hours and Use of Premises**

- 5.1.1 MSA employees' typical staffing hours are Mondays to Fridays from 5:00 a.m. to 7:00 p.m.
- 5.1.2 Normal Daily Working Hours - Monday to Sunday from 5:00 a.m. to 7:00 p.m.
- Worked performed during these hours will be at the regular pay rate as indicated on Bid sheet.
- 5.1.3 Premium Hours will be calculated from Monday to Sunday for time exceeding 40 hours per employee per week.
- Premium time must be approved by MSA in writing prior to work, and will be paid for work performed after 40 hours at the premium rate indicated on the bid sheet.
- 5.1.4 Shift Differential Working Hours - Monday to Sunday from 7:00 p.m. to 5:00 a.m.
- MSA will do its best to schedule at least two weeks in advance to allow the vendor to make staffing arrangements to ensure dedicated personnel will be available during the defined period of work. Occasionally, Emergency work may dictate shorter notice.

- Pay rate during these hours will be shift differential rate indicated on Bid sheet
- Premium hours must be approved by MSA in writing prior to work and will be paid for work performed after 40 hours combined per employee per week.
- Shift differential rate will only apply when work is scheduled within the specified time frame

5.1.5 Holiday Work (New Year's Day, Memorial Day, July 4th Independence Day, Labor Day, Thanksgiving Day and Christmas Day) from 12:00 a.m. to 11:59 p.m.

- MSA will do its best to schedule in advance
- Any work performed on a holiday will be paid at premium rate as indicated Bid sheet (Premium category)

5.1.6 Any working shift consisting of six (6) continuous hours or more will be required to take a half hour break.

5.1.7 The Contractor at its own cost and expense may perform work at times other than regular working hours. Unless MSA has given prior written authorization, MSA will *not* be responsible for the costs of premium hours.

5.1.8 Contractor shall confine its on-site work to the areas permitted under the Contract ("**Work Areas**"). Areas beyond **Work Areas** shall not be disturbed. Contractor shall comply with site rules and regulations.

5.1.9 Contractor shall perform or have the work performed and executed in a workmanlike manner and in conformance with the Contract Documents.

## 6.1 Contractor Responsibilities

### 6.1.1 Protection of Work and MSA Property

(a) The Contractor shall provide protection of ongoing and completed work to prevent damage from work occurring in adjacent Work Areas.

(b) Any furniture, fixtures and equipment in the Work Area shall be protected by the Contractor at its own expense including but not limited to covering and protecting tile and carpeted floors.

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

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

#### 6.1.4 Unloading of Materials.

- (a) The Contractor is permitted to unload materials from work trucks on the service level ~~of the Warehouse~~. Trucks must be unloaded as expeditiously as possible, removed from the service level and returned to the contractor parking area.
- (b) If available, MSA will supply a lift when needed provided a signed waiver is received by MSA in advance.

#### 6.1.5 Budgeting Cost of Work

Contractor shall determine the budget of each work project and the amount of time necessary to complete to ensure (i) the costs will not exceed the Contract Limit (as defined in Section 10.1); and (ii) the Contractor will be able to perform within the time remaining on the Contract.

### **7.1 Security Requirements**

7.1.1 The Contractor's employees shall be required to sign in daily at the service level security checkpoint to receive a work credential. Only employees with a valid ID will be issued a credential. Contractor personnel may be subject to security checks when entering and leaving MSA building. The MSA reserves the right to require Contractor personnel to be accompanied while in the premises and in areas of the CYSC deemed secure areas by MSA.

7.1.2 Contractor personnel who enters the premises of a facility under the jurisdiction of the MSA may be searched, fingerprinted (for the purpose of a criminal history background check), photographed, videotaped, and will be required to wear an identification card issued by the MSA.

7.1.3 Contractor personnel shall always display their company ID badge in a visible location while on the premises. Upon request of authorized MSA personnel, each Contractor personnel shall provide additional photo identification.

7.1.4 Contractor personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Contractor personnel seeks access.

7.1.5 Contractor personnel shall cooperate with MSA site requirements, including but not limited to, being always prepared to be escorted, and providing information for MSA badge issuance.

7.1.6 Contractor shall remove any Contractor personnel from working on the Contract where the MSA determines, in its sole discretion that Contractor personnel has not adhered to the security requirements specified herein. MSA has the right to remove from the premises any Contractor personnel that fail to adhere to MSA's security requirements.

7.1.7 MSA reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

## **8.1 Contractor's Personnel**

8.1.1 If required by applicable State or federal law, Contractor's personnel working at CYSC under this Contract, including 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 at CYSC at no additional cost to MSA.

8.1.2 Only personnel thoroughly trained and skilled in the tasks assigned them may be employed for any portion of the work. Any Contractor personnel found to be unskilled or untrained may be removed.

8.1.3 When municipal, county, State or federal laws require that certain personnel be licensed, then all such Contractor personnel, including subcontractors, employed by or under contract with the Contractor for this Contract shall be so licensed.

8.1.4 If the MSA in its sole discretion determines that any employee, including a subcontractor is not performing satisfactorily, MSA shall have the right to direct that Contractor replace the individual(s).

8.1.5 MSA reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

8.1.6 MSA reserves the right to perform any work included in the Scope of Work under this Contract either itself or by a third party engaged by MSA.

## **9.1 Period of Performance.**

9.1.1 The term of this Contract begins on the earlier to occur of: (a) the issuance of a Notice to Proceed; or (b) the date the Contract is signed by the Executive Director, following any required approvals of the Contract, including approval by the Authority, if such approval is required. The Contract shall terminate \_\_\_\_\_ years after the effective date.

9.1.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

## **10.1 Consideration and Payment**

10.1.1 (a) In consideration of the satisfactory performance of the work set forth in this Contract, the MSA shall pay the Contractor in accordance with the terms of herein and at the prices quoted on the Bid Form (as amended or modified by the BAFO, if applicable)(Attachment B). Unless modified by mutual agreement in accordance with Section 3.1, payment to the Contractor, shall not exceed \$\_\_\_\_\_ (the "**Contract Limit**").

(b) Contractor shall notify the Contract Monitor in writing no less than sixty (60) days before the Contract Limit will be met. Once the Contract Limit is met, if MSA has not

agreed to a Contract modification to increase the Contract Limit, then, *subject to (c) below*, the Contractor shall have no further obligation to perform under the Contract.

(c) For any work that is already in progress, Contractor shall consult with MSA and establish an action plan to complete the work without exceeding the Contract Limit and in the time remaining under the Contract.

#### 10.1.2 Invoicing

All invoices and required supporting documents must be submitted to [Invoices@mdstad.com](mailto:Invoices@mdstad.com), or will not be accepted.

The Contractor should submit invoices for properly performed services on a monthly basis during the contract period. Failure to submit invoice in a timely manner (within 30 days) may result in delay of payment or stoppage of work.

The following are the requirements when submitting an invoice:

- a) Cover invoice must contain
  - Contractor's company name and address
  - Remittance address
  - complete Contractor's FEIN or social security number (if it's a sole proprietorship)
  - MSA Contract Number
  - Purchase Order Number
  - MSA Location Name (street address)
  - Invoice Number
  - Invoice Date
  - Invoice Period
  - Amount Due (broken down into the unit as indicated on the Bid Form) - Work Order Number(s)
- b) All of MSA signed daily work tickets by Contractor Monitor or representative (refer to IFB for sample of MSA Contractor Daily Work Ticket)
- c) All material receipts, if any.
- d) All MSA signed Subcontractor daily work tickets and receipts, if any.

10.1.3 MSA shall not compensate the Contractor for travel time to and from the sites nor for return visits to correct deficiencies in the Contractor's work.

10.1.4 Undisputed invoices will be processed 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.

#### 10.1.5 Disputed Invoices

Any billings being disputed by MSA must be resolved within 45 days. If vendor fails to respond to MSA's communications and reminders, MSA will process the invoice based on the following cases:



- a. If the dispute results a mark down of the invoiced amount, MSA will mark down the invoice and proceed with payment process;
- b. If the dispute results to an increase in the invoiced amount, MSA will pay invoice as billed (the vendor can later on bill for the remaining amount no later than 45 days and will use the same Invoice number with "R" suffix);
- c. If the dispute is a result of vendor not submitting correct receipts for material charges or subcontractor labor, MSA will only pay for fully documented costs. Contractor can submit revised invoice with the actual amount owed to them with supporting document.
- d. If the dispute is a result of not submitting properly signed daily work ticket, only fully documented labor cost will be paid. Contractor can submit revised invoice with the actual amount owed to them with supporting document.

10.1.6 Invoice number on the billing should not be changed (only additional suffix "R"). If Contractor need to submit a revised invoice, Contractor shall reference the original invoice number.

10.1.7 Contractor may check the status of payment by registering on the General Accounting Division of the Comptrollers website at <http://compnet.comp.state.md.us/General> Accounting Division.

10.1.8 If Contractor fails to find any payment status in the Comptrollers website, Contractor may fill out the request form at [www.mdstad.com](http://www.mdstad.com) under "Doing Business: Accounts Payable". Accounting will research and will respond to Contractor.

## **10.2 State Payment Provisions**

10.2.1 (a) In addition to any other information required by the Contract Monitor, the Contractor's invoices shall include a tax-payer identification number and contract identification number.

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

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

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

(e) In addition to any other available remedies, if, in the opinion of the Contract Monitor, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor

to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

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

### **10.3 Material Mark-up**

10.3.1 MSA will specify materials and reimburse the Contractor at cost plus 10% (to include specialty equipment rental but excluding equipment insurance coverage). Contractor must present a receipt evidencing actual cost. All subcontracted work by the Contractor will be reimbursed at cost plus 5%. The subcontractor must present a receipt to the Contractor showing the actual cost of the work.

### **11.1 Retention of Records**

The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the MSA 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 Project Manager or designee, at all reasonable times. This Section 11.1 shall survive expiration or termination of the Contract.

### **11.2 Disputes**

11.2.1 Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the bases for the claim is known or should have been known, whichever is earlier.

11.2.2. The Procurement Officer's decision shall be deemed the final action of the MSA without prejudice to the rights of the Contractor to institute suit after completion of the Work in a court of competent jurisdiction for losses incurred by Contractor as a result of the Procurement Officer's decision.

### **11.3 General State Terms**

11.3.1 Applicable Law. The provisions of this Contract 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.

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

11.3.3 Assignment. (a) This Contract 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 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. (b) The Contractor may assign its rights to monies receivable under this Contract after due notice to the MSA and *subject to* the requirements and consent of the State Treasurer's Office.

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

11.3.5 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 Contract shall, during the pendency or term of this Contract 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 Contract.

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

11.3.7 Public Officials Not Personally Liable. In carrying out any of the provisions of this Contract, or in exercising any power or authority granted to them by or within the scope of this Contract, there shall be no personal liability upon the members of the MSA or any employees or representatives of the MSA, either personally or as official of the State, it being understood that in all such matters they act solely as agents and representatives of the MSAs.

#### **11.4 Non-Discrimination Provisions**

11.4.1 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.

11.4.2 Commercial Nondiscrimination.

(a) As a condition of entering into this Contract, the company 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 the company retaliate against any person for reporting instances of such discrimination. The company 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 company understands and agrees that a material violation

of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the company 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.

(b) As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against the company 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.

(c) The company understands and agrees that violation of this clause shall be considered a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

## **11.5 Disclosures and Ethics**

11.5.1 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.

11.5.2 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 14-104. 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.

11.5.3 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.

11.5.4 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 the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person,

partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

## **11.6 Subject to Appropriations**

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

## **11.7 Drug and Alcohol Free Workplace**

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

## **11.8 Indemnification**

11.8.1 Contractor shall be responsible for, and shall defend, indemnify and hold harmless the State of Maryland, MSA, the Baltimore Orioles Limited Partnership ("Orioles") and/or the Baltimore Ravens Limited Partnership ("Ravens"), and their members, officers, agents, and employees against and from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract. The foregoing shall not apply to the gross negligence or willful misconduct of MSA pursuant to the Maryland Tort Claims Act, State Government Article -Title 12 subtitle 1. This indemnification clause shall not be construed to mean that the Contractor shall indemnify against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the Orioles or the Ravens and their respective employees.

11.8.2 Neither the State nor MSA shall assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance of this Contractor.

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

11.8.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating

to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the MSA in the defense or investigation of any claim, suit, or action made or filed against the MSA as a result of, or relating to, the Contractor's performance under this Contract.

11.8.4 This Section 11.8 shall survive termination of this Contract.

## **11.9 Governmental Immunities**

11.9.1 Nothing in the preceding provision, or in any other term or provision in this Contract, 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.

## **11.10 Tax Exemption**

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

## **11.11 Tort Claims Acts**

11.11.1 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 or Client, unless requested by MSA.

## **11.12 Independent Contractor Status**

11.12.1 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 Contract is intended or should be construed as creating the relationship of co-partners, joint venturers or an association between the State or MSA and the Contractor.

## **11.13 No Arbitration**

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

## **11.14 Approvals**

11.14.1 This Contract 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.

## **11.15 No Third Party Beneficiaries**

11.15.1 Nothing contained in this Contract 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 Contract.

## **11.16 Public Officials Not Personally Liable**

11.16.1 In carrying out any of the provisions of this Contract, or in exercising any power or authority granted to them by or within the scope of this Contract, there shall be no personal liability upon the members of the MSA or any employees or representatives of the MSA, either personally or as official of the State, it being understood that in all such matters they act solely as agents and representatives of the MSAs.

## **11.17 Time of the Essence**

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

## **11.18 Rights to Records**

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

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

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

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

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

### **11.19 Exclusive Use**

11.19.1 The MSA shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the MSA shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the MSA.

### **11.20 Patents, Copyrights, and Intellectual Property**

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

11.20.2 The Contractor will defend or settle, at its own expense, any claim or suit against the MSA alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the MSA against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the MSA: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 11.20.3 below.

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

### **11.21. Confidential or Proprietary Information and Documentation**

11.21.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its



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

11.21.2 This Section 11.21 shall survive expiration or termination of this Contract.

### **11.22 Loss of Data**

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

### **11.23 Delays and Extensions of Time**

11.23.1 The Contractor agrees to prosecute the work continuously and diligently. Except as provided for in Section 3.1 herein, no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

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

### **11.24 Suspension of Work**

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

## **11.25. Pre-Existing Regulations**

11.25.1 MSA Procurement Policies and Procedures in effect and regulations set forth in COMAR Title 21 applicable to this contract at the time of its execution shall apply to this contract, subject to amendments to the Policies and Regulations notwithstanding.

## **11.26. Compliance with Laws**

The Contractor hereby represents and warrants that:

11.26.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

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

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

11.26.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **11.27. Cost and Price Certification**

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

(b) The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid/Proposal, was inaccurate, incomplete, or not current.

## **11.28. Subcontracting**

11.28.1 The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Contract Administrator and/or Contract Monitor. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The MSA shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

## **11.29. Limitation of Liability**

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

(a). For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 11.20 of this Contract;

(b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

(c) For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor's liability for third party claims arising under Section 11.8 of this Contract shall be unlimited if the MSA is not immune from liability for claims arising under Section 11.8.

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

## **11.30. Estimated Quantities**

11.30.1 Unless specifically indicated otherwise in the solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the MSA does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

## **11.31. Prompt Pay Requirements**

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

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

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

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

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

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

11.31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:

- (a) Retainage (if applicable) 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.

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

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the MSA and the contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the MSA.

## **11.32. Risk of Loss; Transfer of Title**

11.32.1 Risk of loss for conforming supplies, equipment, materials, and deliverables furnished to MSA hereunder shall remain with the Contractor until such supplies, equipment, materials and deliverables are received and accepted by MSA, following which, title shall pass to MSA.

## **11.33. Contract Administrator and Procurement Officer**

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

## **11.34. Miscellaneous**

11.34.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.

11.34.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

11.34.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g., and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

**11.35. Notices**

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

If to the MSA:

Maryland Stadium Authority  
333 West Camden Street, Suite 500  
Baltimore, Maryland 21201

With copy to: Office of the Attorney General

Attn: Cynthia Hahn, Counsel MSA  
200 St. Paul Place, 20<sup>th</sup> Floor

If to the Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**11.36. Information Technology**

- a) Contractor shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.
- b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

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

CONTRACTOR

MARYLAND STADIUM AUTHORITY

\_\_\_\_\_

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

By: Executive Director

\_\_\_\_\_

Date

\_\_\_\_\_

Date

ATTCHMENT G - **CONTRACTOR EXPERIENCE AND QUALIFICATIONS STATEMENT**



**A. PROJECT INFORMATION**

**1. Project Name:**

**2. MSA Project Number:**

**B. COMPANY INFORMATION**

**1. Company Name:**

**2. Contractor Contact Information:**

**Contact Name:**

**Street Address: City/State/ZIP:**

**Telephone Number: Facsimile**

**Number: Email Address:**

**3. Principal Office (if different):**

Yes ☐ No ☐

**State of Maryland Minority  
Business Certification (MBE):**

Yes ☐ No ☐

**If yes, provide MDOT certification  
number:**

4. **Registered State of Maryland Small Business Reserve (SBR)**

If yes, provide SBR registration number:

5. **Tax identification Number:**

**C. HISTORY AND TYPE OF ORGANIZATION**

1. **Type of Business Entity:**

2. **The organization has been registered to do business in Maryland (or other jurisdiction) for:**

3. **The organization has been doing business under its present name for:**  
years

4. **MSA reserves the right to require the submission of further documentation regarding the organization's corporate registration, filings, formation documents, etc.**

**D. COMPANY PROFILE**

1. **Gross Sales of the Business for the most recently completed 3 fiscal years:**

\$

\$

\$

2. **Total Number of Employees:**

3. **Name of Bonding Company:**

a. **Bonding Capacity:**

i. **Per Project:** \$ ii. **Aggregate:** \$


b. **Name and address of agent:**

- c. Have you been required to post a payment and performance bond in the past three years?  
Yes ☐ No ☐
- d. Has your application for Surety Bond ever been declined?  
Yes ☐ No ☐
4. Financial Statement: ATTACH a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:
- a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses;
  - b. Net Fixed Assets;
  - c. Other Assets;
  - d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
  - e. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

**E. LITIGATION AND CLAIMS HISTORY**

**The contractor will be immediately disqualified if the answer to any of questions below is "yes" and explanation(s) are not provided.**

1. In the past ten (10) calendar years has your organization been involved in mediation of a construction related dispute where the amount in dispute exceeded \$50,000?

Yes ☐ No ☐

If "yes," explain on a separate signed page, including the identification of the

involved parties, the date of the action and the result.

2. In the past ten (10) calendar years has your organization filed a lawsuit or made a demand for arbitration where the amount in dispute exceeded \$50,000?

Yes ☐ No ☐

If "yes," explain on a separate signed page, including the identification of the

involved parties, the date of the action and the result.



3. Has your organization or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes ☐ No ☐

If "yes," explain on a separate signed page, including the identification of the involved parties, the date of the action and the result.

4. Has your organization or any of its owners, officers or partners ever been convicted of a crime involving federal, state, or local law related to contracting or construction?

Yes ☐ No ☐

If "yes," explain on a separate signed page, including the identification of the involved parties, the date of the action and the result.

5. Has your organization or any of its owners, officers or partners ever been convicted of federal or state crime of fraud, theft, or been found guilty of having submitted a false claim to a public agency within the last ten years?

Yes ☐ No ☐

If "yes," explain on a separate signed page, including the identification of the involved parties, the date of the action and the result.

6. Is your organization currently in litigation with the State of Maryland?

Yes ☐ No ☐

If "yes," explain on a separate signed page, including the identification of the involved parties, the date of the action and the result.

7. Has your organization ever failed to complete any work awarded to it?

Yes ☐ No ☐

If "yes," explain on a separate signed page, including the identification of the involved parties, the date of the action and the result.

## **F. LICENSES, CERTIFICATIONS AND REGISTRATIONS**

1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

<b>JURISDICTION</b>	<b>TRADE CATEGORY</b>	<b>LICENSE/REGISTRATIO</b>

2. General Contractors must include a copy of the firm's Contractor's License; Electrical Contractors must include a copy of the firm's Master Electrician License; Mechanical Contractors must include a copy of the firm's HVACR Master License; Plumbing Contractors must include a copy of the firm's Master Plumbers License.

## **G. WORK EXPERIENCE**

1. List the categories of work that your organization normally performs with its own forces:

--

2. List projects/contracts your organization currently has in progress:

<b>Project Name</b>	<b>Owner</b>	<b>Approximate Contract Amount</b>	<b>Start Date</b>	<b>End Date</b>

3. List the largest projects/contracts your organization has completed in the past five years:

Project Name	Owner	Approximate Contract Amount	Start Date	End Date

4. MSA reserves the right to review resumes of any key personnel prior to contract award.

#### H. PROJECT REFERENCES

1. Below please provide the requested information for no less than three (3) comparable projects/contracts substantially completed (or in progress) in the immediately preceding five (5) years. For purposes herein, a “comparable project” shall be defined as a project/contract that is reasonably close to the approximate value of the Project and is reasonably equivalent in its level of technical complexity. While it is not required that each of the submitted projects demonstrates each of the above characteristics, the submitted projects, considered in aggregate, must demonstrate the full range of characteristics.

--

**a. PROJECT/CONTRACT NO. 1**

<b>Project Name</b>	<b>Owner</b>	<b>Approximate Dollar Value</b>	<b>Date of Completion</b>

**Name of Contact Person:**

**Phone Number:**

**Email Address:**

**Project Description:**

The contact person identified above should be someone who can comment on the company's ability to perform the required services. ALL CONTACT INFORMATION SHOULD BE ACCURATE AND UP-TO-DATE.

**b. PROJECT/CONTRACT NO. 2**

Project Name	Owner	Approximate Dollar Value	Date of Completion

**Name of Contact Person:**

**Phone Number:**

**Email Address:**

**Project Description:**

The contact person identified above should be someone who can comment on the company's ability to perform the required services. ALL CONTACT INFORMATION SHOULD BE ACCURATE AND UP-TO-DATE

**c. PROJECT/CONTRACT NO. 3**

<b>Project Name</b>	<b>Owner</b>	<b>Approximate Dollar Value</b>	<b>Date of Completion</b>

**Name of Contact Person:**

**Phone Number:**

**Email Address:**

**Project Description:**

**The contact person identified above should be someone who can comment on the company's ability to perform the required services. ALL CONTACT INFORMATION SHOULD BE ACCURATE AND UP-TO-DATE.**

**I. INSURANCE**

1. Provide a Certificate of Insurance evidencing coverage's for General Liability, Automobile, Workers' Compensation and Excess Liability.

**J. SIGNATURE**

**Date:**

**Name of Organization:**

**I HEREBY CERTIFY THAT I AM DULY AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE ORGANIZATION IDENTIFIED HEREIN AND THAT THE INFORMATION PROVIDED IS TRUE AND SUFFICIENTLY COMPLETE SO AS NOT TO BE MISLEADING.**

**By:** \_\_\_\_\_  
(signature)

**Title:**

**Prequalification Submittal Checklist**

**Your prequalification submittal shall include the following:**

1. **Complete Contractor Experience and Qualification Statement. This form is available in Adobe PDF format and can be filled in electronically (preferred).**
2. **General Contractors must include a copy of the firm's Contractor's License; Electrical Contractors must include a copy of the firm's Master Electrician License; Mechanical Contractors must include a copy of the firm's HVACR Master License; Plumbing Contractors must include a copy of the firm's Master Plumbers License.**
3. **Copy of the firm's insurance certificate.**

**ATTACHMENT H – RESERVED**



## **ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

**Reference COMAR 21.05.08.08**

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

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

02.01B(64) and includes a Bidder/Offeror, Contractor, Contractor, or subcontractor or subContractor 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 - MSA SUSTAINABILITY POLICIES

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

#### Solid Waste Management Policy



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

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

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

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

- Ongoing Consumables, including but not limited to:
  - Paper ○ Cardboard ○ Glass ○ Plastic ○ Metals ○
  - Landscape waste ○ Batteries
- Mercury-containing lamps
- Durable Goods, including but not limited to:
  - Electronic equipment ○ Furniture
- Building Materials used in facility alterations and additions, including but not limited to:
  - Building components and structures (wall studs, insulation, doors, windows) ○ Panels

- Attached finishings (drywall, trim, ceiling panels)
  - Carpet and other flooring material
  - Adhesives
  - Sealants
- Paints and coatings

## **SECTION 2: POLICY GOALS**

To manage solid waste in a manner that will:

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

## **SECTION 3: PERFORMANCE METRIC**

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

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

## **SECTION 4: PERFORMANCE EVALUATION**

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

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

## **SECTION 5: RESPONSIBLE PARTY**

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

Due to the nature of this building, contracts are constantly being reevaluated and new bids from other providers are always being reviewed for economic value. All requests for bids for contractors, and current

contractors, specific to waste management will receive this plan and be required to adhere to the requirements.

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

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

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

## **SECTION 7: TIME PERIOD**

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

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

## **Sustainable Purchasing Policy**



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

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

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

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

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

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

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

To purchase ongoing consumables in a manner that will:

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

## **SECTION 3: PERFORMANCE METRIC**

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

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

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

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

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

#### **Furniture**

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

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

#### **Electronics and Appliances**

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

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

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

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

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

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

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

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

**SECTION 4: PERFORMANCE EVALUATION**

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

**SECTION 5: RESPONSIBLE PARTY**

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

**SECTION 6: PROCEDURES AND STRATEGIES**

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

### Packaging

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

### Recycled Content

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

## **SECTION 7: TIME PERIOD**

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

## **Camden Yards Sports Complex 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 winterkilled plants; sweep parking lot curbs, turf areas, and corners by hand; and rake turf areas to remove debris as necessary. Manual landscape maintenance reduces the need for powered machinery and the demand for fossil fuels.
- Weekly, the shrub and tree beds shall be hand-weeded.
- Shrubs and ornamental trees shall be manually pruned.
- All mowers shall receive new blades annually, and belts, bearings, and bushings shall be inspected on a yearly basis and changed as needed. Regular maintenance enhances the efficiency of equipment, thereby conserving energy and fuel and minimizing entire equipment replacements.
- Weekly, the contractor shall change the oil and filters on all equipment. All used oil shall be recycled.

## **SECTION 6: SNOW REMOVAL**

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

to eliminate ice and slippery conditions. The Maryland Stadium Authority implements plowing of the sidewalks and parking lots when conditions prove necessary.

#### PERFORMANCE METRICS

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

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

#### PRACTICES TO OPTIMIZE SNOW REMOVAL

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

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

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

#### PERFORMANCE METRICS

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

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

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

## PRACTICES TO OPTIMIZE HARDSCAPE MAINTENANCE

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

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

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

### PERFORMANCE METRICS

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

Painting or Sealing Products	Performance Metric	Implementation Target
SCAQMD Rule #1168 and GS11 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
Glass and Carpet cleaners used for Industrial and Institutional Purposes	Green Seal - 37
Cleaning and Degreasing Compounds	Environmental Choice - 110
Hard Surface Cleaners	Environmental Choice - 146
Carpet and Upholstery Care	Environmental choice - 148
Disinfectants, Metal Polish, Floor Finishes, Strippers, or other products not addressed by the above section	Standard
Floor Care used for Industrial and Institutional Purposes	Green Seal - 40
Digestion Additives for Cleaning and Odor Control	Environmental Choice - 112
Drain or Grease Trap Additives	Environmental Choice - 113
Odor Control Additives	Environmental Choice - 115
Hard Floor Care	Environmental Choice - 147
Disposable Janitorial Paper Products, Trash Bags	Standard
Janitorial Paper and Plastic Can Liners	EPA Guidelines for Trash Bags
Paper Towels and Napkins	Green Seal - 09 or EPA Recycled & Recovered guidelines
Tissue Paper	Green Seal - 01 or EPA Recycled & Recovered guidelines
Toilet Tissue	Environmental Choice - 082 or EPA Recycled & Recovered guidelines
Hand towels	Environmental Choice - 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 sound level less than 70dBA
Carpet Extraction Equipment	CRI Certified
Powered Floor maintenance equipment	Equipped with vacuums and guards, operated with a sound level of less than 70dBA
Propane-powered floor equipment	Engines must meet California Air Resources Board (CARB), sound level less than 90dBA, bumpers
Automated scrubbing machines	variable speed pumps, on board chemical metering, and bumpers. Or Chemical free
Battery Powered equipment	Gel Batteries

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

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

## 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.

Maryland Stadium Authority

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

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



## **APPENDIX I – SAMPLE FORMS**



## CONTRACTOR DAILY WORK TICKET

COMPANY							
CONTRACT NO.				DATE OF SERVICE			
CONTRACT TITLE				SERVICE LOCATION			
<b>LABORER DETAILS</b>							
NAME	LABORER TYPE	START TIME	END TIME	BREAK	HOURS WORKED		
					REG	OT	TOTAL
		AM PM	AM PM				
		AM PM	AM PM				
		AM PM	AM PM				
		AM PM	AM PM				
		AM PM	AM PM				
TOTAL HOURS							
<b>WORK DETAILS</b>							
WO#	Description of work	Materials Used	TOTAL HOURS				
			Journeyman		Apprentice		
			Regular	Overtime	Regular	Overtime	
Page 1 of _____			TOTAL HOURS				
<b>SIGNATURE</b>							
	Name	Date	Signature				
Submitted By							
Received By							



### Summary of Labor Charges

On-Call Vendor Name : ex. DEH Company  
Period of work covered : ex. March 1-6, 2020  
for Invoice No. : ex. 123B

**Important:** *Attach all MSA signed daily job ticket/s in the summary*

[illegible]

**Summary of reimbursable Materials and supplies (Subcontractor)**

On-Call Vendor Name : ex. DEH Company

Period of work covered : ex. March 1-6, 2020

Invoice No. : ex. 123B

**Important:** *Attach all receipts mentioned in the summary*

Subcontractor	Subcontractor Invoice#	Amount	5% mark-up	TOTAL
<b>Grand Total</b>				

### Summary of reimbursable Materials and supplies

On-Call Vendor Name : ex. DEH Company

Period of work covered : ex. March 1-6, 2020

for Invoice No. : ex. 123B

**Important:** *Attach all receipts mentioned in the summary*

[illegible]



## Waiver and Release for Use of Equipment Facilities – Camden Yards Sports Complex

REQUEST INFORMATION				
<b>Operator</b>	First Name	Last Name	Company	
<b>Equipment</b>	Equipment Type (Certification Required if marked with asterisk)			Purpose (include WO#, if applicable)
	<input type="checkbox"/> Forklift*: _____ <input type="checkbox"/> Tool: _____			
	<input type="checkbox"/> Boom Lift*: _____ <input type="checkbox"/> Ladder: _____			
	<input type="checkbox"/> Scissors Lift: _____ <input type="checkbox"/> Other: _____			
<b>Date(s) &amp; Time(s)</b>	Start Date (MM/DD/YYYY)	End Date (MM/DD/YYYY)	Start Time	End Time

COVENANTS & AGREEMENTS
<p>1. The undersigned, for himself and for any others who may claim rights, injuries or losses by, through or under him does hereby:</p> <ul style="list-style-type: none"> <li>a. Assume all risks and hazards involved or incidental to the use of such equipment;</li> <li>b. Release and discharge MSA, the Baltimore Ravens, the Baltimore Orioles, its members, officers, agents, employees and invitees from any liability or responsibility of any kind whatsoever;</li> <li>c. Waive any and all claims or rights to claims that he may have against MSA, the Baltimore Ravens, the Baltimore Orioles, its members, officers, agents, employees and invitees;</li> <li>d. Agree to indemnify and hold harmless the MSA, the Baltimore Ravens, the Baltimore Orioles, its members, officers, agents, employees and invitees from and against all claims, demands or liabilities that may be made against or incurred by such parties (including any claims that may be made by the undersigned's immediate or extended family) as a result of any injury, loss or damage that the undersigned may sustain or incur as a result of the use of such equipment by the undersigned; and</li> <li>e. As the operator(s) of said equipment or person in charge, the undersigned hereby states that he/she and all other personnel of their party are properly trained under the rules and regulations of OSHA and will adhere to these rules and regulations as they apply to this equipment. The operator/person in charge has thoroughly inspected the equipment and determined it to be in safe operation condition.</li> </ul> <p>2. It is understood that the use of the equipment by the undersigned shall be limited to the stated purposes, date(s) and time(s) identified in this document. It is further understood that the exercise of any such rights by MSA shall not in any way limit or diminish the covenants and agreements set forth herein.</p> <p>3. This waiver and Release is binding upon the undersigned, his administrators, executors, Next of Kin and assigns.</p>

SIGNATURES		
<p>This is a complete waiver and release; please read it carefully and understand before affixing your signature below. The Requestor ("Undersigned") desires that the Maryland Stadium Authority (MSA) allows the undersigned to use the identified equipment for the purpose(s) stated above. MSA is willing to allow the undersigned to use the identified equipment for purpose(s) stated, during the specified date(s) and time(s) only, however, with the covenants and agreements expressed above.</p>		
	<b>Undersigned</b>	<b>Witness</b>
<b>Name</b>		
<b>Title</b>		
<b>Date (mm/dd/yyyy)</b>		
<b>Signature</b>		

## Equipment

Equipment Type (Certification Required if marked with asterisk) Forklift\*:

O Tool: Boom Lift\*:

Ladder:----- Scissors Lift: -----

Other: Start Date (MM/DD/YYYY)

End Date (MM/DD/YYYY)

Start Time

I

End Time

### **Date(s) & Time(s)**

COVENANTS & AGREEMENTS 1. The undersigned, for himself/herself and for any others who may claim rights, injuries or losses by, through or under

He/She does hereby:

a. Assume all risks and hazards involved or incidental to the use of such equipment; b. Release and discharge MSA, the Baltimore Ravens, the Baltimore Orioles, its members, officers,

agents, employees and invitees from any liability or responsibility of any kind whatsoever; c. Waive any and all claims or rights to claims that he may have against MSA, the Baltimore

Ravens, the

Baltimore Orioles, its members, officers, agents, employees and invitees; Agree to indemnify and hold harmless the MSA, the Baltimore Ravens, the Baltimore Orioles, its members, officers, agents, employees and invitees from and against all claims, demands or liabilities that may be made against or incurred by such parties (including any claims that may be made by the undersigned's immediate or extended family) as a result of any injury, loss or damage that the

undersigned may sustain or incur as a result of the use of such equipment by the undersigned; and e. As the operator(s) of said equipment or person in charge, the undersigned hereby states

that he/she and

all other personnel of their party are properly trained under the rules and regulations of OSHA and will adhere to these rules and regulations as they apply to this equipment. The operator/person in charge has thoroughly inspected the equipment and determined it to be in safe operation condition.

2. It is understood that the use of the equipment by the undersigned shall be limited to the stated purposes, date(s)

and time(s) identified in this document. It is further understood that the exercise of any such rights by MSA

shall not in any way limit or diminish the covenants and agreements set forth herein. 3. This waiver and Release is binding upon the undersigned, his administrators, executors, Next of Kin and assigns.

**SIGNATURES** This is a complete waiver and release; please read it carefully and understand before affixing your signature below. The Requestor ("Undersigned") desires that the Maryland Stadium Authority (

MSA) allows the undersigned to use the identified equipment for the purpose(s) stated above. MSA is willing to allow the undersigned to use the identified equipment for purpose(s) stated, during the specified date(s) and time(s) only, however, with the covenants and agreements expressed above. Undersigned

**Witness Name Title Date (mm/dd/yyyy) Signature**

(Revised 2020)

**Summary of reimbursable Materials and supplies**

On-Call Vendor Name : ex. DEH Company

Period of work covered : ex. March 1-6, 2020

Invoice No. : ex. 123B

**Important:** *Attach all receipts mentioned in the summary*

Vendor supplier	Vendor Invoice#	Amount	10% markup	TOTAL
Grand Total				