

Maryland Stadium Authority

333 West Camden Street, Suite 500

Baltimore, Maryland 21201



Request for Proposals

CONTRACTOR FOR CONTROLS UPGRADE PROJECT

M&T BANK STADIUM

MSA Project No. 21-040

ISSUE DATE: March 9, 2021

DUE DATE: April 9, 2021

KEY INFORMATION SUMMARY SHEET**MARYLAND STADIUM AUTHORITY****RFP MSA 21-040**

Issuing Office: Maryland Stadium Authority

Procurement Officer: Sandra Fox
Maryland Stadium Authority
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Baltimore, Maryland 21201
Office Phone: (410) 333-1560
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Contract Officer: Philip Hutson, Associate Vice President
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Proposal Submission -- Electronically Negometrix eProcurement System
To: app.negometrix.com-register

Solicitation Issue Date: March 9, 2021

Deadline for Receipt of Questions: March 29, 2021 by 4:00 pm (local time)

Proposal Due Date and Time: April 9, 2021 by 2:00 p.m. (local time)

Tentative Contract Award: June 1, 2021

Pre-Proposal Meeting via Teleconference –

Meet.google.com/uzf-evad-kzi **1 505 445 7575** PIN: 185 079 344#

Date and Time: **March 16, 2021 at 10:00 a.m.**

Pre-Proposal In-Person Meeting Option: Those interested in this project may attend the meeting at 333 West Camden Street, Suite 500 on 5th Floor. Masks are required and there will not be a site visit following the meeting. **Please advise the Procurement Officer in advance if you intend to attend in person.**

MBE Goal: 15% of Total Contract Value (no sub-goals have been established for this project)

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SECTION I. PROCUREMENT INFORMATION

1.01 SUMMARY

The Maryland Stadium Authority (“MSA”) is requesting proposals for a certified installation contractor (the “Contractor”) to install an upgrade to the HVAC controls, lighting controls and submetering system at M&T Bank Stadium (“M&T”).

- 1.01.1 The contractor will be responsible for the entire project, including but not limited to architectural, mechanical, electrical, controls, IT, etc.
- 1.01.2 MSA intends to make a single award.
- 1.01.3 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.02 PROCUREMENT OFFICER

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

1.03 CONTRACT OFFICER

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

1.04 PRE-PROPOSAL CONFERENCE

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

Pre-Proposal In-Person Meeting Option: Those interested in this project may attend the meeting at 333 West Camden Street, Suite 500 on 5th Floor. Masks are required and there will not be a site visit following the meeting. **Please advise the Procurement Officer in advance if you intend to attend in person.**

1.05 QUESTIONS AND INQUIRIES

All Offerors (also referred to herein as “Contractor”) should direct their questions and inquiries to the Procurement Officer. Questions must be submitted in writing electronically and received by the Issuing Office no later than 4:00 pm (local time) on March 29, 2021. Emailed questions must include in the subject “**MSA Project No. 21-040–Contractor for Controls Upgrade.**” If the questions or inquiries pertain to a specific section of the RFP, Offerors must reference the relevant page and section number(s).

1.06 SUBMISSION DEADLINE

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

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

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

1.07 FALSE STATEMENTS

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

- (a) *In general.* – In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) Aiding or conspiring with others. – A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) Penalty. – A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.08 ANTI-BRIBERY

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

1.09 DURATION OF OFFER

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

SECTION II. GENERAL INFORMATION

2.01 DISCLOSURE

Proposals shall be subject to disclosure pursuant to the provisions of Maryland's Public Information Act, Section 4-101 et seq. of the General Provisions Article of the Annotated Code of Maryland (the "Public Information Act"). An Offeror must identify specifically those portions of its Proposal, if any, which it deems to contain trade secrets or confidential or proprietary information and must provide justification why such materials should not, upon request, be disclosed by the State under the Public Information Act. The decision regarding whether or not to release information requested pursuant to the requirements of the Public Information Act requires the Procurement Officer to make an independent determination whether or not information must be disclosed.

2.02 EXPENSES

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

2.03 OFFEROR'S AFFIDAVITS

Each Offeror shall complete and submit the Bid/Proposal Affidavit attached hereto as **Attachment C** with the Offeror's Technical Proposal. A successful Offeror will be required to complete a Contract Affidavit in the form attached hereto as **Attachment C** at the time of execution of the contract entered into as a result of this RFP.

2.04 ACCEPTANCE OF TERMS AND CONDITIONS

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

2.05 MANDATORY CONTRACTUAL TERMS

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

2.06 PROCUREMENT REGULATIONS

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

2.07 MINORITY PARTICIPATION

Minority Business Enterprises are encouraged to respond to this solicitation.

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

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

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

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

2.07.5 Attachments.

- A. Minority Business Enterprise instructions, and forms are provided in Attachment D to assist Offerors.
- B. The Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) whereby:
 1. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
 2. The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
 3. The Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.
 4. If the Offeror fails to submit a completed Attachment D-1A with the Proposal as required, the Procurement Officer may determine that the Proposal is not reasonably susceptible of being selected for award.

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

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

- A. Outreach Efforts Compliance Statement (Attachment D-2);

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

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

2.07.8 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.

2.07.9 The Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.

2.07.10 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – Attachment F).

2.07.11 The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract.

2.08 MULTIPLE CONTRACTS AND ASSIGNMENTS

Although it is anticipated that one contract will be awarded, MSA may elect to make an award to more than one Offeror. If more than one contract is awarded, the Contract Officer (or his designee) will determine, in the Contract Officer's sole discretion, which Contractor will be retained to provide advice on any particular matter.

2.09 NO GUARANTEE OF WORK

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

2.10 CONTRACT DELIVERABLES

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

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

2.11 START-UP

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

2.12 ELECTRONIC FUNDS TRANSFER

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

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

2.13 AMENDMENT OR CANCELLATION OF RFP

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

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

2.14 PROPOSAL ACCEPTANCE; DISCUSSIONS

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

2.15 ORAL PRESENTATION

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

2.16 MULTIPLE PROPOSALS

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

2.17 PROTESTS

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

2.18 PROPOSAL OPENING

Proposals will not be opened publicly.

2.19 REPRESENTATIONS

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

2.20 ORDER OF PRECEDENCE

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

1. the executed Contract;
2. the Contract Affidavit;
3. the RFP;
4. the Offeror’s Proposal.

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

2.21 BONDING

2.21.1 Performance Bond

- a) If the total bid price exceeds \$100,000, the successful Bidder shall deliver a Performance Bond, or other suitable security, to the MSA after notification of recommended award.
- b) The successful Bidder must submit a Performance Bond, or other suitable security in the amount of, guaranteeing that the Contractor shall well and truly perform the Contract.
- c) The Performance Bond shall be in the form provided in **Attachment O Performance Bond** and underwritten by a surety company authorized to do business in the State and shall be subject to approval by the State, or other acceptable security for bond as described in COMAR 21.06.07, as summarized in **2.21.3**.
- d) The Performance Bond shall be maintained throughout the term of the Contract, if exercised. Evidence of renewal of the Performance Bond and payment of the required premium shall be provided to the MSA.
- e) The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.

2.21.2 Payment Bond

- a) If the total bid price exceeds \$100,000, the successful Bidder shall deliver a Payment Bond, or other suitable security, to the MSA after notification of recommended award.

2.21.3 Acceptable Security

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

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

2.22 PREVAILING WAGE

While the provisions of Section 17-201 through 17-226 of the State Finance and Procurement Article of the Annotated Code of Maryland (the "Prevailing Wage Law") are not binding upon MSA, nevertheless, unless otherwise directed by MSA, MSA has elected to administer certain of its contracts in a manner consistent with the provisions of the Prevailing Wage Law. The Prevailing Wage applicable to the project set forth in **Attachment H**.

2.23 SUSTAINABILITY POLICIES

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

2.24 MBE AND PREVAILING WAGE COMPLIANCE SYSTEM

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

SECTION III. MINIMUM QUALIFICATIONS

3.01 MINIMUM QUALIFICATIONS

3.01.1 The contractor shall demonstrate that it possesses, within the last five years, the following minimum qualifications and experience:

A. Substantial experience completing similar projects, in both size and scope, that include experience with the following. The following experience shall be demonstrated through the technical proposal from the GC as well as the applicable sub-contractors:

- i. installation of new HVAC controls systems in existing buildings; and
- ii. installation of new lighting controls system systems in existing buildings; and
- iii. installation of new metering systems in existing buildings; and
- iv. installation of a new BAS; and
- vi. completion of such projects in occupied buildings with phased construction schedules.

B. Additional demonstration of experience is requested from the following sub-contractors:

i. HVAC Controls Sub-Contractor:

A. installation of the submitted controls system (Schneider or Niagara) in a similar size and scope to this project; and

B. integration of lighting controls system into the submitted BAS;

ii. Lighting Controls Sub-Contractor:

A. installation of the submitted lighting controls system in a similar size and scope to this project

B. The Applicant must provide evidence that it is certified by the manufacturer to perform the project installation and that it has experience with projects involving the software described in the Project Specifications.

SECTION IV. SCOPE OF SERVICES

4.01 SCOPE OF SERVICES - GENERAL

4.01.1 The contractor will be required to follow all plans and specifications in Appendix 1 and Appendix 2 to completely replace the existing HVAC controls, lighting controls, and submetering systems in M&T Bank Stadium. There is also upgrade work in the generator plant.

4.01.1 The HVAC controls portion of the project includes removing all old controls, replacing with new controls, and building an entire new BAS. For the HVAC Controls, either Schneider or Niagara are allowed per the specifications. MSA is interested in seeing pricing for both options. GCs are requested to submit with their financial proposal, pricing for both options.

4.01.2 The Lighting controls portion of the project includes replacement of the existing MicroLite relay based lighting controls systems with an all new system. The specification allows for either ETC or ILC with an option to submit alternates. The new lighting controls system will need to interface with the new BAS as identified in the project documents.

4.01.3 The submetering portion of the project includes replacing the existing E-Mon D-Mon metering system with new Schneider meters to be connected to an existing Schneider Power Logic Metering System used throughout Oriole Park and M&T. The contractor will be responsible for all hardware, install, and programming required to add the new meters to make the site user friendly per the drawings and specifications.

4.01.4 The generator portion of the project includes upgrades to several of the controls aspects of the generators and then connecting back to the new BAS.

4.01.5 The contractor will be responsible for the entire project. This will include architectural, mechanical, electrical, controls, IT work, etc.

4.01.6 The project is anticipated to take place both during the NFL season and during the off-season. The following constraints apply:

- i. Assume 12 major full building events per season. The following apply for each event:
 - a. All lights must be able to be fully controlled. A combination of two systems is okay.
 - b. All HVAC must be able to be fully controlled. A combination of two systems is okay.
 - c. The generator must be 100% operational.
 - d. While the majority of the events are on Sundays, events on other days of the week do occur. All job sites must be clean, neat, and out of the public eye two days before each event. No work is allowed on site for the two days leading up to an event.
- ii. Throughout the year, there are many smaller events throughout the stadium that will need to be coordinated with MSA.

4.01.7 This project was bid out a couple months ago and this is a re-bid. There are several modifications to the drawings, specifications, and RFP. These changes are **not** clouded or bolded. Appendix 3 contains a list of RFI's with responses from the first bid.

4.02 STANDARD OF CARE

The Contractor shall perform the services:

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

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

4.03 GENERAL REQUIREMENTS

4.03.1 The contractor will be expected to work closely with MSA, the Baltimore Ravens, and the Baltimore Orioles during all phases of the project.

4.03.2 The Contractor will be expected to conduct bi-weekly stakeholder meetings during the entire construction process. It will be the contractor's responsibility to create agendas and record meeting minutes.

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

4.03.4 Contractor shall follow all OSHA requirements as well as all Federal, State, and local codes.

4.03.5 All work shall comply with MSA's LEED EBOM certification. All tracking and recoding required by the included sustainability specifications are the responsibility of the contractor.

4.03.6 MSA has first right of refusal on all demo-ed equipment. Contractor shall neatly demo each controller and give MSA the opportunity to keep it or direct the contractor to dispose of it.

4.03.7 The contractor shall work closely with MSA's IT department for all network requirements.

4.03.8 The fire alarm systems in M&T Bank Stadium and the Hamburg Street Generator Plant are not being replaced as part of this project. The contractor will be required to ensure that a fully operational fire alarm system is turned back over to the owner at the end of the project with all new life safety functions programmed correctly. Contractor shall make an effort to limit the down time of the fire alarm systems and therefore the need for fire watch. Contractor shall document any issues with the fire alarm before beginning work and turn over a list to MSA to ensure that any pre-existing issues are known before work is started. Any costs for re-programming of the fire alarm system associated with the new controls will be the cost of the contractor and shall be included in the bid. The fire alarm is a Siemens system and contact information

is provided in Appendix 3.

4.03.9 Construction will be occurring in an occupied building. Although outages are expected, contractor shall work with MSA to determine the best plan for construction to minimize total down time and number of outages.

4.03.10 The building of the BAS graphics is expected to be a collaborative effort. The contractor shall review the existing BAS to get a baseline for what we have now and shall work with MSA to build custom graphics that work for the needs of our facility.

4.03.11 The current Lighting and HVAC controls have several scenes set up for ease of use (ex: Game Day, North Club event, etc.). The contractor will be expected to work closely with MSA before demo of the old systems to document these and re-create (with minor modifications as needed) them on the new systems. Refer to the specifications and drawings for quantities.

4.03.12 Appendices 4, 5, and 6 are included for reference only. They are existing control drawings intended to give bidders assistance with understanding some portions of the scope. MSA is not guaranteeing complete accuracy of these drawings and all assumptions made off of these drawings are at the risk of the bidding contractor.

4.03.13 Contractor is responsible for participating in commissioning per the specifications.

4.04.14 Contractor shall have full time on-site supervision. Any time subcontractors are working, GC shall have competent on-site supervision.

4.03.15 Schedule

(A) The following schedule shall be followed:

- Anticipated Notice to Proceed – June 1, 2021
- Substantial Completion – June 1, 2023
- Final Completion – June 15, 2023

(B) All buildings will remain occupied with events and daily tenants during the construction. Contractor will have to work closely with MSA to ensure that lights and HVAC are functional when necessary in each area. There will at all times during the off-season be areas that the contractor will be able to work in. No down time to work around off-season events shall be expected.

(C) Contractor shall confirm understanding of schedule with proposal and submit a CPM schedule during the submittal process for review.

SECTION V. PROPOSAL FORMAT

5.01 TRANSMITTAL LETTER

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

5.02 TWO-VOLUME SUBMISSION

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

5.03 VOLUME I – TECHNICAL PROPOSAL

The volume containing the technical proposal shall be labeled "Volume I – Contractor for Controls Upgrade - Technical, MSA Project No. 21-040.

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

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

Offerors submitting proposals for Contractor for Controls Upgrade Project need to address the information requested in the following subsections:

- A. General Information
 - a. Name of Offeror;
 - b. The firm's Federal Employer Identification Number;
 - c. The name, telephone number and e-mail address of the representative of the Offeror who is authorized to discuss the Offeror's proposal.
- B. Demonstrate compliance with the Minimum Qualifications.
- C. Project Understanding and Work Plan

To demonstrate your understanding of the scope of work and how the contract requirements are proposed to be met under this contract, provide a detailed Work Plan that specifically addresses the firms' plan to meet the contract requirements. Include, at a minimum:

 - (a) proposed specific project plan and procedures to be used in providing the services in the Scope of Work;
 - (b) proposed approach to project organization and management, including the responsibilities of Offeror's management and staff personnel that will perform

work on this project. This shall include the exact roles and responsibilities of each sub-contractor. Each aspect of the scope (ex: installing electrical meters, programming lighting controls, installing dampers) shall clearly be identified in this section. Approach to verification of existing conditions shall be included in detail;

- (c) proposed plan and approach to manage members of its team;
- (d) proposed CPM schedule identifying activities;
- (e) MBE Subcontract Participation Plan – Provide a detailed description of how your firm intends to meet the MBE goal. Describe specifically the tasks proposed to be completed by your MBE partners;
- (f) sample graphics from previous projects using the same software. If available, a link to a demo site shall be provided. If not available, screen shots shall be provided. This shall include HVAC, Lighting Controls, and Metering sites. A variety of screens shall be shown;
- (g) contractor shall identify any challenges they see with this project and solutions for how they will overcome them.

D. Experience and Qualifications of Proposed Staff

The Offeror shall summarize the experience of key personnel who would be working on this contract. Include information on past experience with similar projects and/or services.

Resumes shall clearly identify the role of each individual on every project listed. As a bidding team, resumes shall show extensive experience with every aspect of the project.

E. Offeror Qualifications and Capabilities

Address, at a minimum, the following:

Provide a brief company overview including:

Note: The same information should be provided for any identified subcontractor or joint venture partners that would be working on the contract.

- (a) History of the company, including the number of years the Offeror has provided these services.
- (b) Company size.
- (c) Provide a detailed description of comparable controls upgrade projects which the Offeror has either ongoing or completed within the past three (3) years, preferably renovation projects in occupied settings at large commercial facilities. The description should identify for each:
 - (i) The client;
 - (ii) Detailed description of services;

- (iii) Total dollar value of contract;
 - (iv) Dates covering term of the contract;
 - (v) Client contact person and contact information;
 - (vi) Statement of whether the Offeror was the prime contractor or subcontractor;
 - (vii) Percentage and scope of work subcontracted / percentage and scope of work self performed; and
 - (viii) Results of the project(s).
- (d) A minimum of five (5) contract references; including the name, title and telephone number of point-of-contact for each reference. References for similar controls upgrades projects are preferred.

Contractor shall place importance on showing experience with the entire scope of this project.

- (e) Provide all information outlined in the pre-qualification section.

F. Legal Action Summary

This summary shall include:

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

5.04 DISCLOSURES

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

5.05 VOLUME II – PRICE PROPOSALS

Offeror's deemed technically acceptable and susceptible for award by the Selection Committee following the Technical Evaluation phase will be requested to respond to a Request for Financial Proposal. A sample copy of the Request for Financial Proposal is attached hereto as **Attachment B**.

SECTION VI. EVALUATION AND SELECTION PROCEDURE

6.01 QUALIFYING PROPOSALS

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

6.02 SELECTION PROCEDURES

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

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

6.03 TECHNICAL EVALUATION

After the Procurement Officer identifies the qualifying proposals the Evaluation Committee will conduct an initial evaluation of the technical merit of each qualifying proposal based on the information provided in the proposal in response to Section 5.03 Volume I - Technical Proposal. The Evaluation Committee's final technical evaluation may include information obtained during oral presentations, if any.

For the technical evaluation, the Evaluation Committee will take into consideration the following factors listed in the order of relative importance, as described in Section 5.03 above:

1. Offeror Qualifications and Capabilities, with an emphasis on successful completion of similar controls upgrade projects, preferably phased renovation projects at large occupied commercial facilities;
2. Project Understanding and Work Plan; and
3. Experience and Qualifications of Key Personnel;

6.04 PRICE EVALUATION

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

6.05 BEST AND FINAL OFFER

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

6.06 FINAL EVALUATION AND RECOMMENDATION FOR AWARD

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

6.07 DEBRIEFING OF UNSUCCESSFUL OFFERORS

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

RFP ATTACHMENTS AND APPENDICES

ATTACHMENT A – Reserved

ATTACHMENT B - Financial Proposal Instructions and Form

ATTACHMENT C - Bid/Proposal Affidavit

ATTACHMENT D – MBE Forms

ATTACHMENT E - Reserved

ATTACHMENT F – Sample Contractor Agreement

ATTACHMENT G – Reserved

ATTACHMENT H – Prevailing Wage and Instructions

ATTACHMENT I - Conflict of Interest and Disclosure

ATTACHMENT J – Negometrix Instructions

ATTACHMENT K – MSA Sustainability Policies

ATTACHMENT L - Contract Affidavit

ATTACHMENT M – Reserved

- ATTACHMENT N – Reserved**
- ATTACHMENT O – Bond Forms**
- ATTACHMENT P - MSA Contract Compliance System Information**
- APPENDIX I – Bid Set Drawings**
- APPENDIX II - Specifications**
- APPENDIX III - Previous Questions and Answers**
- APPENDIX IV - JCI Control Drawings**
- APPENDIX V - ESI Control Drawing**
- APPENDIX VI - EASI Field Control Drawing**

ATTACHMENT A. – RESERVED

ATTACHMENT B. - FINANCIAL PROPOSAL INSTRUCTIONS AND FORM

B-1 Financial Proposal Instructions

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

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

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

B-1 Financial Proposal Form (Separate Attachment)

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

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):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. CERTIFICATION OF TAX PAYMENT**I FURTHER AFFIRM THAT:**

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

J. CONTINGENT FEES**I FURTHER AFFIRM THAT:**

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**I FURTHER AFFIRM THAT:**

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

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL**I FURTHER AFFIRM THAT:**

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or

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

N. I FURTHER AFFIRM THAT:

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

O. ACKNOWLEDGEMENT

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

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

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
(print name of Authorized Representative and Affiant)

Title: _____

Date: _____

ATTACHMENT D. – MBE FORMS
(ATTACHED SEPARATELY)

ATTACHMENT E. – RESERVED

**ATTACHMENT F. -SAMPLE CONTRACT FORM
ATTACHED SEPARATELY**

ATTACHMENT G - RESERVED

ATTACHMENT H
PREVAILING WAGE INSTRUCTIONS
ATTACHED SEPARATELY

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

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

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

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

ATTACHMENT J. - NEGOMETRIX INSTRUCTIONS

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

ATTACHMENT K. - MSA SUSTAINABILITY POLICIES

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

Green Cleaning Policy and Program



LEED for Existing Buildings: Operations and Maintenance Green Cleaning Policy and Program

SECTION 1: SCOPE

This Policy and Plan addresses environmental best practices for cleaning the interior of Camden Yards Sports Complex. Specifically, it addresses purchasing sustainable cleaning, hard-floor and carpet products, and entryway systems; procuring sustainable cleaning equipment; developing and implementing standard operating procedures for effective cleaning; promoting and improving hand hygiene; developing guidelines for handling cleaning chemicals; developing staffing and employee training requirements; collecting and addressing occupant feedback; and establishing procedures for use of chemical concentrates and dilution systems.

This building is located at 1101 Russell Street, Baltimore, MD 21230.

SECTION 2: GOALS

The goal of this Green Cleaning Policy and Plan is to reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particle contaminants, which adversely impact air quality, health, building finishes, building systems and the environment.

SECTION 3: RESPONSIBLE PARTIES

Jeff Provenzano, Vice President (Facilities) for Maryland Stadium Authority (MSA), and John Samoryk, Vice President (Procurement) for MSA, is responsible for developing and managing the implementation of the Green Cleaning Policy and Plan.

Personnel involved with various elements of the green cleaning program shall carry out their tasks according to this policy, and report all relevant activities to the aforementioned parties. To ensure an effective and coordinated effort, the building staff responsible for overseeing the Green Cleaning Policy and Plan shall review all proposed cleaning activities before implementation.

Green cleaning strategies for the property shall include actions performed by the following contractors:

Function	Company Name	Primary Contact	Phone
General Cleaning (including restrooms, lower and upper concourses, club and suite levels, windows, trash removal, etc...)			
Cleaning of concession stands, food prep areas, etc...			
Carpet cleaning and furniture cleaning			

SECTION 4: QUALITY ASSURANCE CONTROL PROCESS

The party(ies) responsible shall periodically evaluate the success of the Green Cleaning Policy and Plan. This evaluation may include producing and providing a report on an annual basis to senior management. Whenever possible, the annual report shall include an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of its implementation.

Prior to implementation, the responsible party(ies) shall review all proposed cleaning activities. Upon reviewing proposed activities, the responsible party(ies) shall determine if they meet the criteria of the Green Cleaning Policy and approve or deny action.

The responsible party(ies) shall regularly communicate with all cleaning staff, and conduct regular site inspections and evaluations to ensure that the Green Cleaning Policy and Plan is in place and functioning as intended. In addition to ongoing quality control measures, Jeff Provenzano and John Samoryk will review all practices and products (typically annually) to identify opportunities for improvement and expansion of environmentally friendly practices.

SECTION 5: CLEANING PRODUCTS

PERFORMANCE METRICS AND MEASUREMENT

The practices listed below shall be implemented, to the extent practicable, with a target goal of 40% of products complying. The Responsible Parties shall assign staff to track purchase rates of both compliant and noncompliant products.

PRACTICES TO OPTIMIZE USE OF SUSTAINABLE CLEANING PRODUCTS

Cleaning products and materials, including hard-floor and carpet-care products, used at Camden Yards Sports Complex shall, when possible, meet the requirements of IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials.

Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard-floor cleaners, carpet cleaners, general-purpose cleaners, specialty cleaners, odor control, disinfectants, disposable janitorial paper products and trash bags, and hand soaps.

IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials Criteria:

- The cleaning products meet one or more of the following standards for the appropriate category:
 - Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaner use for industrial and institutional purposes
 - Environmental Choice CCD-110, for cleaning and degreasing compounds
 - Environmental Choice CCD-146, for hard-surface cleaners
 - Environmental Choice CCD-148, for carpet and upholstery care.
 -
- Disinfectants, metal polish, floor finishes, strippers or other products not addressed by GS-37 or Environmental Choice CCD-110, 146, or 148 shall meet at least one of the following standards for the appropriate category:
 - Green Seal GS-40, for industrial and institutional floor-care products
 - Environmental Choice CCD-112, for digestion additives for cleaning and odor control

- Environmental Choice CCD-113, for drain or grease-trap additives
- Environmental Choice CCD-115, for odor-control additives
- Environmental Choice CCD-147, for hard-floor care
- California Code of Regulations maximum allowable VOC levels for the specific product category.
- Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable product category:
 - U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
 - Green Seal GS-09, for paper towels and napkins
 - Green Seal GS- 01, for tissue paper
 - Environmental Choice CCD-082, for toilet tissue
 - Environmental Choice CCD-086, for hand towels
 - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.
 -
- Hand soaps meet one or more of the following standards:
 - No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements)
 - Green Seal GS-41, for industrial and institutional hand cleaners
 - Environmental Choice CCD-104, for hand cleaners and hand soaps.

APPROVED PRODUCT LIST

The products listed below are approved for use. Products beyond those listed here must be submitted for approval prior to use.

Product Type	Manufacturer/Product Name	Sustainability Criteria Met
All-purpose Synthetic Water-Based Cleanser	Amano Pioneer Eclipse Corp / EnviroStar Green All Purpose Cleaner	Green Seal GS-37
Multi-Purpose Cleaner	Daycon / Essence Degreaser Green	Green Seal GS-37
Floor Finish	Daycon / Crystal Brite Floor FinishGreen	Environmental Choice CCD-147
Citrus Degreaser and All-Purpose Cleaner	Daycon / Essence Degreaser Green	Green Seal GS-37
Rinse Free Floor Stripper	Daycon / Meteor Stripper Green	Green Seal GS-40
Floor Finish	Bruhin / Terra Green Cleaner Maintainer EL	Environmental Choice CCD-147
Oxygenated Multi-Surface Cleaner	Daycon / OxySmart	Green Seal GS-37
All-Purpose Cleaner	Ecolab / Oasis Pro 18G	Green Seal GS-37
Glass Cleaner	Ecolab / Oasis Pro 43G	Green Seal GS-37
Floor Cleaner	Ecolab / Oasis Pro 34G Neutral	Green Seal GS-37
Sanitizer/ Disinfectant	Ecolab / Oasis 146 Multi-Quat	No
Degreaser	Ecolab / Oasis 137 Orange Force	No

Dry Extract Carpet Cleaning	R.E. Whittaker / Crystal Dry Extract Cleaning Agent	Green Seal GS-37
Carpet Spotter	R.E. Whittaker / Crystal Spotter	Green Seal GS-37
Carpet Cleaner	Chemspec / DFC Carpet Cleaner-Rinse 105	Green Seal GS-37
Disinfectant (Locker Room)	Microban X-590 Disinfectant	No

SECTION 6: CLEANING EQUIPMENT

PERFORMANCE METRICS AND MEASUREMENT

All newly acquired cleaning equipment shall comply with the criteria listed below. The Responsible Party shall assign staff to track the percentage of all equipment that meets the criteria, based on cost or number of pieces of equipment, with a target of 50% of equipment to comply.

PRACTICES TO OPTIMIZE USE OF SUSTAINABLE CLEANING EQUIPMENT

Purchase Criteria

All new equipment acquisitions shall comply with the requirements of IEQc3.4: Green Cleaning, Sustainable Cleaning Equipment:

- Vacuum cleaners meet the requirements of the Carpet and Rug Institute “Green Label” Testing Program— Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and shall operate with a sound level less than 70dBA.
- Carpet extraction equipment for restorative, deep cleaning is certified by the Carpet and Rug Institute’s “Seal of Approval” Testing Program for deep-cleaning extractors.
- Powered floor equipment—e.g., electric and battery-powered floor buffers and burnishers—is equipped with vacuums, guards and/or other devices for capturing fine particulates, and operates with a sound level less than 70dBA.
- Propane-powered floor equipment has high-efficiency, low-emission engines with catalytic converters and mufflers that meet California Air Resources Board (CARB) or Environmental Protection Agency (EPA) standards for the specific engine size, and operate with a sound level of less than 90dBA.
- Automated scrubbing machines are equipped with variable-speed feed pumps and onboard chemical metering to optimize the use of cleaning fluids. Alternatively, the scrubbing machines use only tap water with no added cleaning products.
- Battery-powered equipment is equipped with environmentally preferable gel batteries.
- Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
- Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.
-

Record-keeping

A log shall be kept for all powered cleaning equipment to document the date of purchase and all repair and maintenance activities. Vendor cut sheets for all equipment used onsite shall be stored onsite. When cleaning equipment replacement is necessary, acquisition dates and supporting documentation shall be retained to demonstrate that all newly acquired equipment complies with the specifications.

APPROVED EQUIPMENT LIST

The equipment listed below is approved in the event of new equipment acquisition. Equipment beyond that listed here must be submitted for approval prior to acquisition.

Equipment Type	Manufacturer/Model	Sustainability Criteria Met
Floor Scrubber	Nobles / Speedshine™2000HD Floor Machine	Yes, <70 dBa
Floor Scrubber	Nobles / Speed Scrub 20-in	Yes, 68.5 dBa
Floor Scrubber	Nobles / Speed Scrub Micro-Rider - 28" Cyl. w/FaST	Yes, 67 dBa
Floor Buffer	Amano Pioneer Eclipse Corp / PowerGlide	No
Floor Scrubber	Nobles / T2 Battery Walk-Behind Scrubber	No
Vacuum	Tornado / CV 30/1	Yes, Carpet and Rug Institute Bronze level
Vacuum	Electolux Sanitaire SC5845	No
Vacuum	Numatic / ProSave PSP 180A	No
Vacuum	Tennant / 6100 Sub-Compact Ride-on Sweeper	No
Vacuum	Nobles / 3000 Wide Area Vac	Yes, Carpet and Rug Institute Bronze level
Carpet Cleaner	Nobles / Strive with ReadySpace	No
Carpet Extractor	Advance / AquaClean 18FLX	Yes, Carpet and Rug Institute Bronze level
Carpet Cleaner	R.E. Whittaker / LOMAC 20" Agitator	No

SECTION 7: HARD-FLOOR AND CARPET MAINTENANCE**PERFORMANCE METRICS AND MEASUREMENT**

Floor-care maintenance shall consistently be performed according to written protocols, without exception. QC checks will be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE HARD-FLOOR AND CARPET MAINTENANCE

- The floor and carpet maintenance program at Camden Yards Sports Complex is designed to use few, or no, harmful chemicals; remove and eliminate irritating dust, dirt and other contaminants; and protect and preserve floors.
- To minimize chemical use, Camden Yards Sports Complex has reduced the frequency of stripping or removing coatings to annually and is able to maximize the floor's longevity, thereby conserving cleaning and floor restoration materials and minimizing occupants' exposure to harmful chemicals.

- A written floor maintenance plan and log shall be maintained, which details the number of coats of floor finish being applied as the base and other applications (top coat), along with all relevant maintenance/restoration practices and the dates and duration of these activities.

SECTION 8: HAND HYGIENE

PERFORMANCE METRICS AND MEASUREMENT

Protocols promoting hand hygiene shall be wholly adopted. QC checks will be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE HAND HYGIENE

Hand hygiene has a direct connection to the health and wellness of building occupants. It is well recognized that hands are the primary mode of transmission of many infectious diseases. Experts, including the Centers for Disease Control and Prevention (CDC), Occupational Safety and Health Administration (OSHA) and World Health Organization (WHO), agree hand hygiene is one of the most important measures in preventing illness. Most building environments share key factors that contribute to infection transmission, such as close workspaces, shared bathrooms, break rooms for eating, and cafeterias. Absenteeism caused by transmissible diseases such as influenza is a major contributor to lost productivity in the workplace and to most companies.

PRACTICES TO OPTIMIZE HAND HYGIENE

Encourage employees, building occupants and visitors to practice good hand hygiene.

Educate employees, building occupants and visitors regarding the importance of effective hand hygiene practices through multiple employee communication channels such as posters, newsletters and electronic communications.

Provide an ample supply of easily accessible hand hygiene products including GOJO® hand cleaners and PURELL® Instant Hand Sanitizer in all key building environments as follows:

- Restrooms
 - Camden Yards Sports Complex provides GOJO Green Certified Foam Hand Cleaner and PURELL Instant Hand Sanitizer in SANITARY SEALED™ dispensing systems. Hand hygiene products packaged in SANITARY SEALED refills provide consistently clean and safe product, help prevent contamination, and use recyclable packaging. An adequate number of soap dispensers are easily accessible from and in close proximity to functioning faucets providing tepid water. Dispensers are ADA compliant and meet building code requirements.
- Common Areas
 - In common areas where soap and water are not available, Camden Yards Sports Complex provides PURELL Instant Hand Sanitizer in dispensing systems as well as bottles for easily accessible table top use. Common areas include: lobbies, break rooms, meeting rooms, eating areas, elevators, reception areas, conference centers, fitness centers, and spaces where equipment is shared.
- Personal Spaces
 - Camden Yards Sports Complex provides employees with PURELL Instant Hand Sanitizer for individual use. Product is available at each employee's workspace, as proximity is key to encouraging usage and minimizing the spread of most common germs

that may cause illness. Personal spaces include: desks, offices and work areas for visiting employees and guests

SECTION 10: HANDLING AND STORAGE OF CLEANING CHEMICALS

PERFORMANCE METRICS AND MEASUREMENT

Protocols governing safe handling and storage of cleaning chemicals shall be wholly adopted. QC checks will be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE HANDLING AND STORAGE OF CLEANING CHEMICALS

The following protocols have been established to mitigate spills, leaks and mismanagement.

Storage

- Chemicals are stored in the main warehouse on the service level. Additional areas include storage closets outside each restroom on all level, including individual restrooms located on the suite level, and janitor's closets throughout the building.
- Workers access chemicals at the beginning of their shift and as needed.

Chemical Dilution systems

(See Section 11)

MSDS Storage

- The cleaning chemical supplier is required to provide accurate MSDSs for all chemicals delivered to the building.
- MSDSs are filed, in duplicate, in the Admin office on the service level in clearly labeled binders.

Emergency Procedures

- Chemical Hazards Training Plan:
 - Always use gloves and eye protection when cleaning.
 - Make sure that all chemical containers, including spray bottles, have labels.
 - Never use unlabeled products or containers.
 - Always read and fully understand the product labels of the chemicals that are being used
 - Never mix, sniff, or taste chemicals of any kind
 - Never remove trash with hands.
- Chemical Spill:
 - Alert persons in the area including the onsite supervisor that a spill has occurred.
 - Evaluate the toxicity, flammability, and other hazardous properties of the chemical as well as the size and location of the spill to determine whether evacuation or additional assistance is necessary.
 - Contain any volatile material within a room by keeping doors closed.
 - Consult the MSDS, the laboratory emergency plan, or procedures in this document.
 - Obtain cleaning equipment and protective gear, if needed.
 - Wear protective equipment such as: goggles, apron, laboratory coat, gloves, shoe covers, or respirator. Base the equipment on the chemical hazard.
 - Section off the spill area to prevent further contamination.
 - Absorb liquid spills using paper towels, spill pillows, or sand.
 - Place the used towel or pillow in plastic bags for disposal along with any contaminated disposable gear; such as gloves.

- Sweep up waste and place in plastic bags for disposal.

SECTION 11: USE OF CHEMICAL CONCENTRATES AND DILUTION SYSTEMS

PERFORMANCE METRICS AND MEASUREMENT

Dilution systems and chemical concentrates shall be wholly utilized for the following product types:

All-Purpose Cleaner	Ecolab / Oasis Pro 18G	Green Seal GS-37
Glass Cleaner	Ecolab / Oasis Pro 43G	Green Seal GS-37
Floor Cleaner	Ecolab / Oasis Pro 34G Neutral	Green Seal GS-37
Sanitizer/ Disinfectant	Ecolab / Oasis 146 Multi-Quat	No
Degreaser	Ecolab / Oasis 137 Orange Force	No

PRACTICES TO OPTIMIZE USE OF CHEMICAL CONCENTRATES AND DILUTION SYSTEMS

Chemical concentrates and dilution systems are used according to the procedures below to minimize risk to staff and occupants, and to conserve resources.

Dilution System Description

Ecolab's Ultra 1 System includes button-activated and bottle-activated dispenser options that automatically dispense cleaning and sanitizing solutions mixed to the correct ratios. Because of the modular design, dispensers can be installed individually or combined to meet specific needs.

The button-activated dispenser uses a manually operated water valve. When the button is pressed, water flows through a Venturi proportioner, which draws concentrated product and mixes it with water to the correct ratio.

Both dispensers feature a FlexGap aspirator, which separates the outlet of the potable water supply from any potential contamination. The FlexGap ensures maximum and reliable back-flow protection.

Protocol for Use

1. Install the Dispenser Unit

- Select wall location for dispenser unit that is near water supply and not in the path of other work routines. Ideally, the bottom of the dispenser should be approximately 4 - 4-1/2 feet (120-140 cm) from the floor. Confirm availability of additional space for concentrate rack.
- Remove cover by loosening screw at bottom.
- Optional Quat Metering Installation: Sanitizing products may be supplied with a capillary kit to control final concentration. For FlexGap or Air Gap: Install the push-in capillary metering tip.
- Attach dispenser unit to wall:
 - Place dispenser back on wall, hold at level and mark screw hole locations.
 - Drill appropriate size holes. Insert plastic anchors.
 - Mount dispenser using supplied screws.
 - Put on cover and tighten bottom screw.

2. Install the Concentrate Rack

- Determine best location for rack.
- Attach concentrate rack to wall:
 - Place rack on wall, hold at level and mark screw hole locations.

- Drill appropriate size holes. Insert plastic anchors.
 - Mount dispenser using #10 x 1-1/4 in. (3 cm) screws.
 -
3. Install the Water Supply Line
- Attach water supply hose to water inlet port (See Figure 3-4).
 - Attach water supply hose to water supply.
 - Turn on water to check for leaks.
4. Install Product Pick up Tubing/Check Valve - Remove metal foot valve for Acid Bathroom Cleaner.
- Insert concentrate bottle into rack.
 - Remove product cap and replace with supplied pre-drilled hole cap.
 - Insert pick-up tube assembly through hole in cap.
 - Position cap on the pick-up tube such that the check valve will rest on the bottom of the bottle. Attach plastic clamps approximately (1/16 in.) above and below top of the cap, allowing free rotation of the cap.
 - Insert pick-up tube into bottle.
 - Route pick-up tube between backplate of dispenser and wall and connect.
 -
5. Prime Dispenser
- To prime bottle-activated dispenser:
 - Turn water ON.
 - Insert spray bottle to activate dispenser until pick-up tube is filled with product and proper solution is dispensed.
 - Empty spray bottle after priming dispenser.
 - To prime button-activated mop bucket dispenser:
 - Turn water ON.
 - Ensure discharge tube end is over mop sink or mop bucket.
 - Press and hold button until pick-up tube is filled with product and proper solution is dispensed.
 - Discard solution.

Maintenance

The Oasis Ultra 1 Integrated Dispensing Systems located in kitchen areas are checked by Ecolab once a month. Those systems located in the concession stands are check twice a year.

1. Replacing FlexGap and Aspirator Assembly

- Thread FlexGap by hand onto aspirator until a slight resistance is felt when FlexGap contacts sealing washer in aspirator. With pick-up stem on aspirator pointing towards the right, continue threading FlexGap by hand approximately 1/4 to 1/2 turn more until 1/4" diameter "dot" on FlexGap is facing forward. DO NOT OVERTIGHTEN.
- Thread FlexGap and aspirator assembly by hand onto water valve until a slight resistance is felt when water valve contacts sealing washer in FlexGap. Continue threading by hand approximately 1/4 to 1/2 turn more until 1/4" diameter "dot" on FlexGap aligns with stem on water valve. DO NOT OVERTIGHTEN

2. Volumetric Calibration

- Items Needed for Calibration
 - Graduated cylinder (100 mls) or other measuring vessel

- Product Concentrate
- Standard Compac 32 oz. spray bottle.
- Ultra 1 Metering Tip Chart with recommended dilutions and tip recommendations
- Set of Metering Tips.
- Calibration Procedure
 - NOTE: Metering Tips are selected on the basis of:
 - Water Pressure
 - Product Pick up Tube Length
 - Select target dilution and metering tip recommendation from Metering Tip Chart packed in starter kit installation kit bag. Install metering tip of proper color, based on desired use-concentration.
 - Prime product pick-up tube by activating dispenser with spray bottle.
 - Fill graduated cylinder with product and record volume. Insert pick-up tube into graduated cylinder.
 - Using empty spray bottle (or button) activate dispenser until spray bottle contains 32 oz. of diluted product. Stop flow.
 - Remove the pick-up tube from the cylinder and note volume. Subtract this volume from start volume to determine volume of concentrate aspirated. Multiply by 4 to determine measured oz./ gallon of concentrate.
 - Compare measured vol. with target vol. If measured volume is too low, select next larger diameter metering tip. If measured volume is too high, select next smaller diameter metering tip.
 - Repeat calibration until measured results are 100-125% of target concentration. Repeat for other products, as necessary.

SECTION 12: VULNERABLE BUILDING OCCUPANTS

To protect vulnerable building occupants, such as pregnant women, children, asthmatics, elderly occupants, individuals with allergies and highly sensitive individuals, cleaning staff from Chimes, Aramark, and ADC shall use only low/no VOC cleaning products; they shall perform routine cleaning and floor restoration activities after working hours when the majority of occupants have left the building; the staff shall limit the number of cleaning chemicals used in the building; and they shall maintain a high level of cleanliness thus minimizing the presence of irritants.

SECTION 13: STAFFING AND TRAINING

PERFORMANCE METRICS AND MEASUREMENT

All cleaning personnel shall receive regular training. Vendors shall supply evidence of compliance with training requirements prior to contract award or renewal.

PRACTICES TO OPTIMIZE STAFFING AND TRAINING

All cleaning staff and managers shall receive environmental safety and health training, addressing, at minimum, hazards associated with the use, disposal and recycling of cleaning chemicals, dispensing equipment and packaging.

Training Topics

TOPICS INCLUDE:

- Employee safety and health compliance as it relates to the cleaning program

- Regulatory compliance standards—OSHA, EPA, and other local, state, and federal rules and regulations
- Unsafe attitudes and conditions in the work place through Job Safety Analysis—OSHA JSA or JHA (Job Hazard Analysis)
- Employee performance improvement, such as accident prevention and record-keeping
- Compliance with health and safety rules, and regulation and confidentiality issues
- Safe chemical storage and handling
- Disposal and recycling of cleaning chemicals, dispensing equipment and packaging
- CYSC Event cleaning
- Other event cleaning
- Year round cleaning

Annual Training Hours

All workers shall receive, 16 hours of training annually.

Staffing Plan

To meet cleaning objectives within the building, staffing requirements must be met. Factors such as occupancy rates, seasonal variations and other considerations should be taken into account when adjusting the staffing plan.

SECTION 14: OCCUPANT FEEDBACK AND EVALUATION OF NEW TECHNOLOGIES

PERFORMANCE METRICS AND MEASUREMENT

All guests and employees shall have a mechanism by which to provide feedback on cleaning practices.

PRACTICES TO OPTIMIZE OCCUPANT FEEDBACK AND EVALUATE NEW TECHNOLOGIES AND PROCEDURES

Camden Yards Sports Complex has implemented an electronic collection system for gathering occupants' feedback about the green cleaning program. MSA provides a link to "Take Our Survey" which asks occupants to rate their experience from 'Excellent', 'Very Good', or 'Needs Improvement' on specific areas including cleanliness and general maintenance. There is also a space for general comments.

Occupants are encouraged to alert the management to any issues relating to the green cleaning program. In addition, management regularly researches and integrates new green cleaning technologies into the building's green cleaning procedures.

SECTION 15: TIME PERIOD

With respect to the Time Period, this High Performance Green Cleaning program was established in March 2012 and is currently implemented. During the life of this policy, the High Performance Green Cleaning program will, at a minimum, cover those product purchases and services that are within the building and site management's control. This program will continue to remain in effect after the performance period is over and throughout the life time of the stadium.

**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 facility located at 1101 Russell Street Baltimore, MD 21230; and 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, Facilities, shall implement this policy within Camden Yards Sports Complex in coordination with other appropriate organization personnel, including but not limited to, the building's janitorial staff and any contracted waste haulers. Jeff Provenzano shall coordinate training, education and outreach programs throughout the organization, with the aim of promoting and maintaining the goals of this policy.

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

SECTION 6: PROCEDURES AND STRATEGIES

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

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

SECTION 7: TIME PERIOD

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

ATTACHMENT L. - CONTRACT AFFIDAVIT

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number: _____

Address: _____

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

Name and Department ID Number: _____

Address: _____

C FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and

Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches

\$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION –

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

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

- occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol-free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (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)

ATTACHMENT M. – RESERVED

ATTACHMENT N. - RESERVED

ATTACHMENT O. – Bond Forms
(To Be Submitted Upon Award)

**PERFORMANCE BOND
M&T BANK STADIUM
CONTRACTOR FOR CONTROLS UPGRADE PROJECT
PROJECT NO. 21-040**

PERFORMANCE BOND**PRINCIPAL:**

BUSINESS NAME

BUSINESS ADDRESS

OBLIGEE

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

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

SURETY:

BUSINESS ADDRESS

_____, 2021
DATE BOND EXECUTED

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

SUM OF BOND (Equal to Contract Price):

SUM OF _____ Dollars (\$ _____)

CONTRACT:

CONTRACT NUMBER AND IDENTIFICATION

_____, 2021
DATE OF CONTRACT

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

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

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

required under the Contract, then this obligation shall be null and void; otherwise to remain in full force and affect.

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

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

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

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

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

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

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

TITLE: _____ TITLE: _____

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

AGENT (COMPANY): _____ (SEAL)
AUTHORIZED BY: _____
NAME: _____ TITLE: _____

**PAYMENT BOND
M&T BANK STADIUM
CONTRACTOR FOR CONTROLS UPGRADE PROJECT
PROJECT NO. 21-040**

LABOR AND MATERIAL PAYMENT BOND**PRINCIPAL:**

BUSINESS NAME

BUSINESS ADDRESS

SURETY:

BUSINESS ADDRESS

OBLIGEE:

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

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

_____, 2021
DATE BOND EXECUTED

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

SUM OF BOND (Equal to Contract Price):

SUM OF _____ Dollars (\$ _____)

CONTRACT:

_____, 2021
DATE OF CONTRACT

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

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

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

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

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

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

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

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

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

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

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

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

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

AGENT (COMPANY): _____ (SEAL)

AUTHORIZED BY: _____

NAME: _____ TITLE: _____

Attachment P. - MSA Contract Compliance System Information

Maryland Stadium Authority's Contract Compliance System

SYSTEM ACCESS

Vendor Account Look Up:

Find your account and retrieve your password at

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

CONTRACT COMPLIANCE & REPORTING

For Prime Contractor

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

For Subcontractors

Once the prime Contractor reports their payments, an email notice is sent to each subcontractor. The subcontractor clicks the link provided to log in, and then confirms the payment reported by the prime has been received.

Additional Contractor Benefits

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

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

Online subcontractor addition/substitution request process.

Getting Started with Subcontractor Utilization Reporting

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

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