

Maryland Stadium Authority

333 West Camden Street, Suite 500

Baltimore, Maryland 21201



Invitation For Bids

Structural Steel Painting Services

M&T BANK STADIUM

MSA Project No. 22-038

ISSUE DATE: December 21, 2021

DUE DATE: January 19, 2022

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

IFB 22-038

Issuing Office: Maryland Stadium Authority

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

Contract Administrator: Philip Hutson, Associate Vice President
phutson@mdstad.com

Contract Monitor: Kelly Smulovitz
ksmulovitz@mdstad.com
Project Manager

Bid Submission – Electronically To: Negometrix eProcurement System
www.app.negometrix.com-register

Solicitation Issue Date: December 21, 2021

Deadline for Receipt of Questions: January 13, 2022 by 4:00 p.m.

Bid Submission Due Date & Time: 2:00 p.m. (local times)-January 19, 2022

Public Bid Announcement:
January 19, 2022 at 2:15 p.m. [Meet.google.com/rmg-ihvw-yio](https://meet.google.com/rmg-ihvw-yio)

Call-In Information: 1 224 880 0700 PIN# 839 634 287#
January 19, 2022 at 2:15 p.m.

Contract Award Date (tentative) February, 2022 (subject to change)

Pre-Bid Meeting -via teleconference on: **January 6, 2022 at 10:00 a.m.**

Call-In Information: [Meet.google.com/ kad-emxx-ynj](https://meet.google.com/kad-emxx-ynj)
1 563 503 5239
PIN: 773 183 771#

MBE Goal: None

NOTICE

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

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

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SECTION I -- PROCUREMENT INFORMATION

1.01 SUMMARY

1.01.1 The Maryland Stadium Authority (MSA) which is issuing this Invitation For Bids (“IFB”), is requesting bids for a highly qualified contractor to paint various areas of structural steel (the “Services”), located at M&T Bank Stadium as outlined in (Appendix I- Areas to be Painted and Appendix II -Painting Specifications).

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

1.02 PROCUREMENT OFFICER

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

1.03 CONTRACT REPRESENTATIVES

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

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

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

1.04 PROCUREMENT METHOD

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

1.05 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)

1.05.1 eMMA is the electronic commerce system for the State of Maryland. The IFB, Pre-bid Conference summary and attendance sheet, Bidder’s questions and the Procurement Officer’s responses, addenda, and other solicitation-related information will be made available via eMMA

as well as on MSA's website, and MSA's third party e-procurement system, Negometrix (see Key Information Summary Sheet).

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

1.06 ELECTRONIC PROCUREMENT

1.06.1 The Procurement Officer may conduct the procurement using eMMA, e-mail or MSA's third party e-procurement system, Merrell Source-to-Contract (Formerly Negometrix), to issue:

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

1.06.2 For this solicitation:

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

1.06.3 The Bidder or potential Bidder may use e-mail or Merrell Source to Contract (formally Negometrix) e-procurement system to:

- (a) Ask questions regarding the solicitation;
- (b) **Reply** to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail, but only on the terms specifically approved and directed by the Procurement Officer; and
- (c) Submit a "No Bid Response" to the IFB.
- (d) The Procurement Officer, the Contract Administrator or the Contract Monitor, and the Contractor may conduct day-to-day contract administration, except as outlined in **Section 1.06.2(b)** of above, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer, Contract Administrator or Contract Monitor.
- (e) Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Representative.

1.07 PROHIBITED ELECTRONIC TRANSACTIONS AND COMMUNICATIONS

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

- (a) Submission of bids may not be submitted by email or facsimile. See above for instruction on how to submit a bid by electronic means.
- (b) Filing of Bid Protests or contract claims;
- (c) Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

1.08 QUESTIONS REGARDING THE SOLICITATION

1.081 All questions shall identify in the subject line the Solicitation number and Title (MSA Project No. 22-038, Structural Steel Painting Services and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified in the Key Information Summary Sheet.

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

Note: Not all solicitations provide for a question period.

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

1.09 PRE-BID CONFERENCE

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

- (a) Participation is not mandatory however, all interested parties are encouraged to participate to ensure their understanding of the bid requirements.
- (b) MSA strongly recommends that all prime contractors have their intended subcontractors participate in the pre-bid conference, and if offered, attend a site visit to ensure all parties understand the contract requirements, including but not limited to the MBE Goal, if applicable.
- (c) MBE subcontractors are encouraged to attend the Conference and market their participation to potential prime contractors.
- (d) Following the conclusion of the Conference, the attendance record and summary of the Conference will be distributed in the same manner as amendments to the IFB and, if applicable, responses to questions.
- (e) Attendees should have a copy of the IFB and for in-person Conferences, a business card to facilitate the sign-in process.

1.10 SUBMISSION DEADLINE

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

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

1.11 FALSE STATEMENTS

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

- (a) In *general*. – In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

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

(c) Penalty. – A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.12 ANTI-BRIBERY

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

1.13 DURATION OF OFFER

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

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

1.14 COMPANIES NOT SUBMITTING A BID REQUEST

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

SECTION II GENERAL INFORMATION

2.01 DISCLOSURE

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

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

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

2.02 EXPENSES

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

2.03 BIDDER'S AFFIDAVITS

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

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

2.03.3 Conflict of Interest Affidavit.

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

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

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

2.03.4 Participation in Drafting of Specifications: Disqualifying Event: Bidders are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that "an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for bids for a procurement, or the selection or award made in response to an invitation for bids or a request for bids, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement." Any Bidder submitting a Bid in violation of this provision shall be classified as "not responsible."

2.04 ACCEPTANCE OF TERMS AND CONDITIONS

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

2.05 MANDATORY CONTRACTUAL TERMS.

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

2.06 PROCUREMENT REGULATIONS

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

2.07 MINORITY PARTICIPATION

Minority Business Enterprises are encouraged to respond to this solicitation.

2.08 MULTIPLE CONTRACTS AND ASSIGNMENTS

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

2.09 NO GUARANTEE OF WORK

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

2.10 CONTRACT TERM

The Contract term shall commence as of a date to be specified in the Contract and shall continue unto final completion and acceptance of the work by MSA (unless terminated earlier pursuant to the terms of this Agreement). The Contractor will apply paint to the structural steel in the areas listed in the pictures and according to the specification described in the scope of work at M&T Bank Stadium (see Scope of Services Section V).

2.11 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 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**.

2.12 ELECTRONIC FUNDS TRANSFER

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

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

2.13 AMENDMENT OR CANCELLATION OF IFB

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

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

2.14 BID ACCEPTANCE; DISCUSSIONS

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

2.15 ORAL PRESENTATION

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

2.16 MULTIPLE BIDS

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

2.17 PROTESTS

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

2.18 BID OPENING

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

2.19 REPRESENTATIONS

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

2.20 ORDER OF PRECEDENCE

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

1. the executed Contract;
2. the Contract Affidavit;
3. the IFB;
4. the Bidder's Bid.

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

2.21 VERIFICATION OF REGISTRATION AND TAX PAYMENT

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

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

contract award. The Bidder must be in good standing with the State of Maryland to receive a contract award.

2.22 TAX EXEMPTION

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

2.23 SUSTAINABILITY POLICIES

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

2.24 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, if applicable, 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.

2.25 BONDS

2.25.1 Bid Bond

If the total bid price exceeds \$100,000 Bidder must submit with its Bid a Bid Bond or other suitable security, as summarized 2.25.4, in the amount of five percent (5%) of the Total Evaluated Price, guaranteeing the availability of the goods and services at the offered price for 180 days after the due date for receipt of Bids.

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

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

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

2.25.2 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.

2.25.3 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.

2.25.4 Acceptable Security

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

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

- 4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

2.25.5 Surety Bond Assistance Program

Assistance in obtaining bids, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDF). MSBDF can directly issue bid, performance or payment bonds up to \$750,000. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Commerce
Maryland Small Business Development Financing Authority
MMG Ventures
826 E. Baltimore Street
Baltimore, Maryland 21202
Phone: (410) 333-4270
Fax: (410)-333-2552

SECTION III BIDDER QUALIFICATIONS

3.01 BIDDER QUALIFICATION FORM

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

3.02 REFERENCES

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

3.03 EXPERIENCE

The Bidder must have a minimum of five (5) years experience performing structural steel painting services and related services, or similar facilities ("**Experience**"). Bidder shall be able to demonstrate that its experience is comparable to the technical complexity required for this

project. Experience officially gained by an individual Bidder prior to formation of formal business entity may be considered when evaluating Bidder's minimum qualifications.

3.04 RESERVED

3.05 RESERVED

3.06 CONTRACT AWARD AT MSA'S DISCRETION

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

3.07 SUBSIDIARY ENTITY QUALIFICATION

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

SECTION IV RESERVED

SECTION V SCOPE OF SERVICES

5.01 SCOPE OF SERVICES

5.01.1 The Contractor shall furnish and provide all necessary materials, labor, and equipment required to paint the structural steel shown in Appendix I - Areas to be Painted at M&T Bank Stadium as shown below:

- a. All structural steel on the outside of the seating bowl above the horizontal beam as shown in the attached Appendix I - Areas to be Painted (Images I-VI. Horizontal beam is excluded). This is typical for all four sides of the stadium. All light tower steel is included as well as support steel for the M&T Bank Stadium

Signs on the North and South ends of the stadium. There are eight light towers - four larger and four smaller.

- b. All structural steel on the underside of the upper deck in the end zone sections as shown in the attached Appendix I - Areas to be Painted -Image VII.
- c. All structural steel on the M&T Bank Stadium signs on the East and West ends of the stadium. This is shown in Appendix I -Areas to be Painted - Images VIII and IX.

5.01.2 The Contractor shall follow the attached specifications in Appendix II as well as the sustainability procedures in Appendix I.

5.01.3 All pictures shown are meant to assist in providing contractors a sense of the areas to be painted. It is the Contractor's responsibility to visit the site to determine actual dimension, access, etc.

5.01.4 Contractor is responsible for providing all access to each work area. Access must also be provided for MSA and MSA's third party inspectors concurrent with the work being performed.

5.01.5 **Schedule.** The structural steel painting schedule shall be as follows:

Notice to Proceed – On or around February 5, 2022

Substantial Completion: June 15, 2022

Final Completion Date: July 1,2022

5.01.6 **General Requirements:**

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

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

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

5.0168.4 All work and disposal shall comply with LEED O+M Policy.

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

5.01.6.6 All access plans shall be submitted to MSA for review. If engineer designed access is required, the design is the responsibility of the contractor. .

5.01.6.7 The Contractor shall maintain access to all walkways and public space during the entire construction process.

5.01.6.8 The Contractor shall follow all OSHA and MOSHA regulations.

5.01.6.9 Contractor shall be responsible for a safe work area both for their employees as well as other stadium employees in the building.

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

5.02 STANDARD OF CARE

5.02.1 The Contractor shall perform the services:

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

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

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

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

5.03 SITE INVESTIGATION

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

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

5.04 STAFFING AND SUPERVISION

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

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

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

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

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

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

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

5.05 COORDINATION

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

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

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

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

5.06 PERTINENT CONTRACT PROVISIONS

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

5.06 WORKING HOURS

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

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

SECTION VI HAZARDOUS WASTE

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

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

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

SECTION VII INSURANCE REQUIREMENTS

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

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

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

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

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

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

Commercial General Liability Insurance including all extensions –

\$1,000,000 each occurrence;

\$1,000,000 personal injury;

\$1,000,000 products liability;

\$1,000,000 general aggregate

Business Automobile Liability –

\$1,000,000 each accident

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

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

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

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

self-insurance is stated as primary, excess, or contingent, as respects the above additional insured, their elected and appointed officials, agents, and employees.

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

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

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

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

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

SECTION VIII BID REQUIREMENTS

8.01 BID DELIVERY AND PACKAGING

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

8.02 ELECTRONIC SUBMISSION

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

8.03 REQUIRED BID SUBMISSION DOCUMENTS

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

- (a) Acknowledgement of all addenda to this IFB.
- (b) Contractor Qualifications Documentation. Completed Contractor Experience and Qualification Form (**Attachment G**) and any other documentation required under Section III of the IFB.
- (c) Completed Required Attachments.
 - (i) Completed Bid Form (**Attachment B**);
 - (ii) Completed Bid Affidavit (**Attachment C**);
 - (iii) Completed Conflict of Interest and Disclosure (**Attachment I**). and
 - (iv) Bid Bond (Attachment O).

8.04 CERTIFICATE OF INSURANCE

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

8.05 LEGAL ACTION SUMMARY

8.05.1 Bidder shall provide the following:

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

(e) In the event there is ongoing litigation and the Bidder has been directed by the court not to disclose information. Bidder shall provide the case number, judge assigned, and the court (name and location).

SECTION IX BID EVALUATION AND AWARD

9.01 BID EVALUATION CRITERIA

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

9.02 RECIPROCAL PREFERENCE

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

- (a) The Maryland resident business is a responsible Bidder;
- (b) The lowest responsive Bid is from a responsible Bidder whose principal office, or principal base of operations is in another state;
- (c) The other state gives a preference to its resident businesses through law, policy, or practice; and
- (d) The preference does not conflict with a federal law or grant affecting the procurement Contract.

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

9.03 AWARD DETERMINATION

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

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

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

9.04 DOCUMENTS REQUIRED UPON NOTICE OF RECOMMENDATION FOR CONTRACT AWARD

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

- (a) Signed contract (Attachment F).
- (c) Completed Contract Affidavit (Attachment L) and
- (d) Copy of a current certificate of insurance with the prescribed limits set forth in IFB Section VII “Insurance Requirements,” listing the State as an Additional Insured, if applicable; see IFB Section 7.01.7.
- (e) Performance and Payment Bonds (Attachment O)

END OF SOLICITATION

IFB ATTACHMENTS AND APPENDICES

- ATTACHMENT A – Reserved**
- ATTACHMENT B – Bid Form Instructions and Form**
- ATTACHMENT C – Bid Affidavit**
- ATTACHMENT D – Reserved**
- ATTACHMENT E - Reserved**
- ATTACHMENT F – Sample Contract**
- ATTACHMENT G – Contractor Experience and Qualifications Form**
- ATTACHMENT H – Prevailing Wage and Determination**
- ATTACHMENT I – Conflict of Interest Affidavit**
- ATTACHMENT J - Negometrix Instructions**
- ATTACHMENT K - MSA Sustainability Policies**
- ATTACHMENT L – Contract Affidavit**
- ATTACHMENT M - Bond Forms**
- APPENDIX I - Areas to be Painted**
- APPENDIX II - Paint Specifications**

ATTACHMENT A - RESERVED

B-1 Bid Instructions

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

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

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

terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.

D) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

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

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

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

Bid Form

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