

**Maryland Stadium Authority**

**333 West Camden Street, Suite 500**

**Baltimore, Maryland 21201**

**SMALL BUSINESS RESERVE PROCUREMENT**



**Invitation For Bids**

**FOR**

**Supply and Maintenance of Portable Toilets**

**M&T BANK STADIUM**

**MSA Project No. 22-047**

**ISSUE DATE: April 29, 2022**

**DUE DATE: May 25, 2022**

# KEY INFORMATION SUMMARY SHEET

## MARYLAND STADIUM AUTHORITY

**IFB 22-047**

**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](mailto:sfox@mdstad.com)

**Contract Administrator:** Jeff Provenzano, Associate Vice President  
333 West Camden Street, Suite 500  
Baltimore, Maryland 21201  
Office Phone: (410) 333-1560  
E-mail: [phutson@mdstad.com](mailto:phutson@mdstad.com)

**Contract Monitor:**

**Bid Submission – Electronically To:** Negometrix eProcurement System (Mercell Source- to- Contract)  
[www.app.negometrix.com-register](http://www.app.negometrix.com-register)

**Solicitation Issue Date:** April 29, 2022

**Bid Submission Due Date & Time** May 25, 2022 by 11:00 a.m. p.m. (local time)-

**Public Bid Announcement:** May 25, 2022 at 11:15 a.m. (local time)

**Call-In Information:** Meet.google.com/fof-hbjt-qtv  
1 513 783 1567 PIN: 360 540 551#

**Contract Award Date (tentative)** June , 2022 (subject to change)

**Pre-Bid Meeting -via teleconference on:** **at**  
**Call-In Information:** Meet.google.com/ ndf-utzy-zpx  
1 405 586 8106  
PIN: 238 609 094 #

**Pre-Bid Meeting Date and Time:** **May 6, 2022 at 9:30 a.m.**

## **NOTICE**

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

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

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## SECTION I PROCUREMENT INFORMATION

### 1.01 SUMMARY

1.01.1 The Maryland Stadium Authority (MSA) is issuing this Invitation For Bids (“**IFB**”) to obtain a highly qualified contractor to supply and maintain portable toilets on the exterior of M&T Bank Stadium and surrounding owned or leased parking lots (herein referred to as “M&T” or the “Site”) as described in Section 5 and Exhibit I and Exhibit II.

1.01.2 MSA intends to make a single award as a result of this IFB.

1.01.3 A Bidder, either directly or through its subcontractor(s) must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

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, Negometrix, (known as Mercell Source- to- Contract), to issue:

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

1.06.2 For this solicitation:

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

1.06.3 The Bidder or potential Bidder may use e-mail or Negometrix (Mercell Source-to-Contract) 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**

1.07.1 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 instructions 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**

1.08.1 All questions shall identify in the subject line the Solicitation number and Title (MSA Project No. 22-047, Supply and Maintenance of Portable Toilets and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified in the Key Information Summary Sheet.

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

**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**

1.09.1 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**

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

#### **2.07 MINORITY PARTICIPATION.**

Minority Business Enterprises are encouraged to respond to this solicitation.

#### **2.08 MULTIPLE CONTRACTS AND ASSIGNMENTS**

Although it is anticipated that one contract will be awarded, MSA may elect to make an award to more than one 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 complete the work in accordance with the required schedule or as otherwise agreed by the parties in writing.

#### **2.11 RESERVED**

#### **2.12 ELECTRONIC FUNDS TRANSFER**

By submitting a response to this IFB, the Bidder agrees to accept payments by electronic transfer unless the State Comptroller's Office grants 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:

### **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](http://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](http://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 RESERVED**

#### **2.25 RESERVED**

## 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 V. In MSA's sole discretion, it may contact any reference Bidder provides, or other references of its own choice.

### 3.03 EXPERIENCE

3.03.1 The Bidder must have a minimum of three (3) years' experience supplying and maintaining portable toilets and/or related services that are similar in scope to the requirements herein ("**Experience**"). The experience must have been within the past five (5) years. Bidder shall be able to demonstrate that its experience is comparable to the technical complexity required for commercial facilities. Experience officially gained by an individual Bidder prior to formation of formal business entity may be considered when evaluating Bidder's minimum qualifications.

3.03.2 If performing a trade that is subject to licensure by the State of Maryland, the Contractor shall have and maintain a trade license issued by the State of Maryland and shall be in good standing. A copy of the current license or certificate must be included with the Bid.

### 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 SMALL BUSINESS RESERVE

### 4.01 SMALL BUSINESS CERTIFICATION

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

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

### 4.02 INELIGIBLE BIDS

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

### 4.03 CERTIFICATION CONFIRMATION

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

## SECTION V SCOPE OF SERVICES

### 5.01 SCOPE OF SERVICES

5.01.1 The Contractor shall supply and maintain portable toilets at M&T Bank Stadium (“M&T”) and surrounding owned or leased parking lots (herein referred to as “M&T” or the “Site”).

The Contractor shall provide all labor, materials,\* equipment,\*\* materials, supplies, supervision, freight and other resources as required to complete the work.

- *\*The contractor shall be responsible for all disposable/consumable supplies (including but not limited to PPE, paper products, sanitizer, chemicals, water, rags and cleaners, trash bags, gloves, etc.) as required to perform outlined tasks at no cost to MSA.*
- *\*\* The Contractor shall be responsible for all equipment (including but not limited to vehicles, chains, cables and locks, etc.) as required to perform outlined tasks at no cost to MSA.*

### 5.01.2 Services to include, but not be limited to:

- a) Place units throughout CYSC parking lots fully stocked and ready for use 24 hours prior to any seating bowl or parking lot event. Events include, but are not limited to, professional and college football games, lacrosse events, soccer games, fun runs, festivals and concerts. Refer to Exhibit II.
- b) For all events requiring a minimum of twenty five (25) units, Contractor shall have a pump truck and operator on site to ensure all units are maintained and remain usable by the participants at all times during the event period. The “Event Period” is generally defined as six (6) hours prior to the start of an event and until one (1) hour post event.
- c) The units must be unlocked and ready for use at a minimum of six (6) hours prior to the start time of the event, unless otherwise notified by MSA. “Ready for Use” means that all units must be cleaned, fully stocked with sanitary and paper products, and pumped in advance of being put into use.
- d) All units must be serviced, cleaned and relocated to designated storage areas on or off site within twelve (12) hours of the conclusion of the event, if required by MSA.
- e) The majority of units will remain secured on site during the football season (generally, August through January). Football games and other large seating bowl events will generally require approximately twenty-five (25) up to one hundred fifty (150) units; there are additional smaller events throughout the year that may require a smaller number of units. During baseball seasons (typically August and September), units in A, B and C Lots, and spine will need to relocate to a pre-designated spot on the complex (determined by MSA) post football games within or prior to the next day.
- f) The Contractor must lock all units between events. Units must be secured to prevent unauthorized use and entry while stored. This may require the addition of padlocks, cable locks or other similar securing devices.
- g) MSA reserves the right to perform any work called for in this contract by MSA forces or other contractual means.

This scope of work is not inclusive to materials listed. The MSA may request the Contractor to perform additional services if it is mutually agreed the Contractor is qualified to do the work.

### 5.01.3 Advertising

- 5.01.3.1 The Baltimore Ravens shall have the right to apply advertising on the units while they are located on-site.
- 5.01.3.2 Advertising shall not be removed while the units are located on-site.
- 5.01.3.3 The advertising may be removed in the event that the Contractor removes such units from the site although Contractor shall be responsible for reapplication of the advertising.
- 5.01.3.4 The Contractor’s company information shall not be concealed by the advertising.



#### 5.01.4 Unit Specifications

- 5.01.4.1 See Product Information on Satellite Series Units (Refer to Exhibit I). All units must be at least equivalent to these specifications and any substitutions will require prior approval of the MSA and the Ravens.
- 5.01.4.2 Standard Units – Tufway or approved equivalent.
- 5.01.4.3 Handicap Units – Liberty or approved equivalent.
- 5.01.4.4 The color shall be approved by the MSA.
- 5.01.4.5 No flushing unit is required.

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

5.01.6 The Contractor must meet all Federal EPA, OSHA, MOSHA, and MDE guidelines.

5.01.7 The Contractor shall maintain a service truck with adequate stock of materials, tools, and equipment to provide the services. Vehicle must be on site anytime the contractor is on site. No overnight parking is allowed, unless approved by MSA in advance.

5.01.8 The Contractor shall be responsible to check-in to the appropriate facility/building to sign-out parking lot keys and prox cards anytime work is required on site. Contractor shall be responsible to return keys at the end of shift to the appropriate facility/building. In the event the prox cards or keys are lost or damaged, the Contractor shall be responsible to reimburse MSA to replace or repair any and all devices associated with them.

5.01.9 Emergency Response is typically non-scheduled or unplanned work. The Contractor must be able to respond to MSA's request for emergency repairs 24 hours a day, 7 days a week, and respond within 2 hours of being contacted. The Contractor must provide MSA with emergency contact telephone numbers. The ability to respond when called out for an emergency is a condition of the contract, and once the award is made, the inability or failure to respond as needed will be considered as noncompliance with the contract requirements, and could lead to termination of the contract.

5.01.10 MSA utilizes a computerized maintenance management system ("CMMS") for scheduling and planning work. The Contractor shall familiarize itself with the system regarding the specific services related to their trade. The MSA may supply a computer work-station onsite and all applicable training necessary to enable the Contractor to enter data efficiently and accurately.

#### **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 Manager/Supervisor acceptable to MSA who shall be responsible for adherence to the contract requirements.

5.04.2 Contractor's manager/supervisor shall have control of all work crews assigned to perform work under the contract and is not expected to be on-site all the time when work crews are at CYSC and is to be available during working hours.

5.04.3 MSA will determine which labor category shall apply for work or services provided under the contract. The Contractor may be requested to make a recommendation based upon the particular requirements of any given project.

5.04.4 MSA reserves the right to determine the number of people (crew size) and labor category working on any project or providing services under the Contract.

5.04.5 When operating any boom lifts on site, the operator must be certified. MSA will supply a lift when needed, provided a signed waiver is received in advance by MSA.

5.04.6 Contractor will report without any 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 contractor's crew or equipment.

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

5.04.7 Contractor's employees must at all times maintain a professional appearance as related to their specific assignment.

5.04.8 Contractor’s supervisors/project managers/mechanic must be able to read, write, speak and comprehend the English language fluently.

5.04.9 The Contractor’s staff on-site must log in and out at the respective facilities office contractor log-book.

5.04.10 The Contractor must submit, for review and approval by the Contract Monitor, a daily work ticket (Reer to IFB for sample form) detailing the number of employees on site, description of work performed, the hours worked, and the location of the work and any materials used for any services rendered under this contract. Work tickets signed by the Contract Monitor or its representative must be presented along with the invoice for payment.

5.04.11 Employees and subcontractors whom Bidder proposes to perform work under the contract awarded shall also have a minimum of three (3) years’ experience supplying and maintaining portable toilets at commercial facilities similar in nature to the requirements under this IFB.

5.04.12 Manager/Supervisor shall have a minimum of three (3) years’ experience. Resume must be provided upon request. A minimum of two managers/supervisors must be included in this contract to ensure that the awardee is not taxed with multiple projects and only one competent managers/supervisors.

**5.05 COORDINATION**

5.05.1 The schedule of work to be done shall be subject to the approval of MSA. There may be a need for emergency work (please refer to Scope or Services 5.01.6).

5.05.2 There may be meetings on-site between the Contractor and Contract Monitor to certify the accomplishment of work. Any specific problem area which does not meet the contract requirement set forth herein shall be called to the attention of the Contractor along with the action required to satisfy the requirements. .

5.05.3 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.

**5.06 CONTRACT TERMS**

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 premise, working hours, protection of MSA property, safety, security, cleaning and unloading of materials.

Exhibit I –Product Information on Satellite Series Unit



Specifications

**Tufway**



**Specifications:**

Height: 26" (660mm)

Width: 43.5" (1105mm)

Usable Vol: 33 gallons (151L)

Weight: 24 lbs (11Kg)

**Liberty**

**Specifications Overview:**

Width (exterior): 62" (1575mm)

Depth (exterior): 62" (1575mm)

Height (exterior): 91" (2311mm)

Door width: 32.7"(132L)

Door height: 80.8" (2054mm)

Seat height: 19" (483mm)

Tank vol: 29 gal. (132L)

Weight: 250 lbs (107Kg)



Exhibit II– Portable Toilets Layout at M&T

Exhibit II – Portable Toilets Layout at M&T

1. 8 standard units along the north fence in ENG portion of A lot
2. 2 HC and 6 standard units around first south column under the bridge in handicap parking area in lot B
3. 2 HC and 2 standard units along road coming into lot B off of Hamburg St. right before you enter in spaces on west side
4. 6 standard and 2 HC units around middle column south bridge in lot C
5. 2 standard units on grass in center on east side of lot L
6. 2 standard units in back NW corner of lot K
7. 2 standard units inside of lot NN
8. 1 standard units in back NW corner of lot K
9. 4 standard units in SE corner of lot N
10. 2 HC units on curb at column in lot R directly across from guard shack
11. 10 standard units on southwest curb of lot H in front of brown building
12. 2 standard units at each column starting at the corner of Ostend and Sharp with the first column under the bridge on the sidewalk in lot H total 10
13. 2 HC and 6 standard units in the NW corner next to the fire hydrant in lot H
14. 8 standard units on north curb along Hamburg St. wall in lot G
15. 4 standards on corner of spine just below MLK Bridge lot B
16. 1 standards in striped area in the NW corner of lower B lot
17. 1 HC in A Annex lot on corner of Lee and Russell
18. 5 handicap and 14 standards in east end of LOT O along sidewalk
19. 1 standard up on the grass in the SE corner of E lot
20. 3 standards and 1 handicap in East corner of J lot space designation J212 and J213
21. 2 standards in front of lot at 1301 Warner Street Lot
22. 2 standards and 1 handicap in the 1400 Warner Street Lot



<b>Portable Toilets at M&amp;T BANK STADIUM</b>	<b>Standard</b>	<b>Handicap</b>
LOT A	7	1
Lot A Annex	0	1
LOT B	9	4
LOT C	6	2
LOT D	0	0
LOT E	0	1
LOT ENG	0	0
LOT F	0	0
LOT G	7	1
LOT H	19	9
LOT K	2	2
LOT L	2	0
LOT N	3	1
LOT NN	1	1
LOT O	14	5
LOT R	0	2
Spine	5	1
1301 Warner Street	1	1
1400 Warner Street Lot	2	1
<b>SUBTOTAL</b>	<b>78</b>	<b>33</b>
<b>TOTAL (Standard + Handicap)</b>	<b>111</b>	

## 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 the 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 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 (Merrell Source-to-Contract). Instructions for registering for Negometrix and utilizing the e-procurement system are attached as **Attachment J**. Registration is free. Please refer questions to the 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) Minimum **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 Small Business Affidavit (**Attachment E**); and
  - (iv) Completed Conflict of Interest and Disclosure (**Attachment I**).

## 8.04 CERTIFICATE OF INSURANCE

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

## 8.05 LEGAL ACTION SUMMARY

**8.05.1 Bidder shall provide the following:**

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

## SECTION IX BID EVALUATION AND AWARD

### 9.01 BID EVALUATION CRITERIA

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

### 9.02 RECIPROCAL PREFERENCE

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

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

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

### 9.03 AWARD DETERMINATION

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

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

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

### 9.04 DOCUMENTS REQUIRED UPON NOTICE OF RECOMMENDATION FOR CONTRACT AWARD

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

- (a) Signed contract (Attachment F);
- (b) Completed Contract Affidavit (Attachment L);

(c) 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.

## **SECTION X IFB ATTACHMENTS AND APPENDIX**

ATTACHMENT A – RESERVED

ATTACHMENT B – BID FORM

ATTACHMENT C – BID/PROPOSAL AFFIDAVIT

ATTACHMENT D – RESERVED

ATTACHMENT E – SMALL BUSINESS RESERVE AFFIDAVIT

ATTACHMENT F – CONTRACT FORM

ATTACHMENT G – CONTRACTOR EXPERIENCE AND QUALIFICATION FORM

ATTACHMENT H – RESERVED

ATTACHMENT I – CONFLICTS OF INTEREST AFFIDAVIT

ATTACHMENT J – NEGOMETRIX INSTRUCTIONS

ATTACHMENT K – MSA SUSTAINABILITY POLICIES

ATTACHMENT L - CONTRACT AFFIDAVIT

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.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for evaluation purposes only. Unless stated otherwise in the IFB, the MSA does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined not reasonably susceptible of being selected for award.

## **B-1 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. If option years are included, Bidders must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Bid being determined not reasonably susceptible of being selected for award.

\*This amount includes all items (overhead, profits, services, labor etc.) associated with completing this project.

See attached Bid Form (**Separate Attachment**)