



**MARYLAND STADIUM AUTHORITY
REQUEST FOR PROPOSALS (RFP)
MATERIALS TESTING AND INSPECTION SERVICES CONSULTANT
CAMDEN YARDS SPORTS COMPLEX
MSA PROJECT NO. 20-016**

ISSUE DATE: SEPTEMBER 12, 2019

NOTICE TO OFFERORS

NOTICE

A Prospective Offeror that has received this document from the MSA's website or <https://procurement.maryland.gov>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide the Prospective Offeror's name and email address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

VENDOR FEEDBACK FORM

To help us improve the quality of MSA solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Title: Materials Testing and Inspection Services Consultant
MSA Project No. 20-016

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
 - Other commitments preclude our participation at this time.
 - The subject of the solicitation is not something we ordinarily provide.
 - We are inexperienced in the work/commodities required.
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section).
 - The scope of work is beyond our present capacity.
 - Doing business with the State is simply too complicated. (Explain in REMARKS section).
 - We cannot be competitive. (Explain in REMARKS section).
 - Time allotted for completion of the Proposal is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are restrictive (Explain in REMARKS section).
 - Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section).
 - MBE requirements (Explain in REMARKS section).
 - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section).
 - Payment schedule too slow.
 - Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

MARYLAND STADIUM AUTHORITY
KEY INFORMATION SUMMARY SHEET

Request for Proposals	Materials Testing and Inspection Services Consultant
Solicitation Number:	MSA Project No. 20-016
RFP Issue Date:	September 12, 2019
RFP Issuing Office:	Maryland Stadium Authority
Procurement Officer:	Sandra Fox Maryland Stadium Authority 333 West Camden Street, Suite 500 Baltimore, Maryland 21201
e-mail:	sfox@mdstad.com
Office Phone:	410-223-4130
Proposals are to be sent to electronically through:	MSA's Third Party eProcurement System (Negometrix) See Attachment J for Instructions
Pre-Proposal Conference:	September 24, 2019 at 11:30 a.m.
Questions Due Date and Time	No hard deadline, but as soon as possible to allow time to respond
Proposal Due (Closing) Date and Time:	October 28, 2019 by 2:00 p.m. Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page ii).
MBE Subcontracting Goal:	None
Contract Duration:	Three Years with Two Renewal Options of One Year Each
Primary Place of Performance:	Camden Yards Sports Complex

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1 Minimum Qualifications

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

1.1 Offeror Minimum Qualifications

- 1.1.1 The Offeror must have documented materials inspection and testing services experience on at least five (5) projects with a similar scope of work at large commercial facilities. The experience officially gained prior to the formation of a corporation or other business entity may be considered when evaluating responsibility.
 - 1.1.2 The Offeror must have been engaged for a minimum of five (5) years in providing materials testing and inspection services.
 - 1.1.3 Technicians utilized should be certified to provide the services specified.
 - 1.1.4 Offeror must be able to work with both management and trade Consultants.
 - 1.1.5 The Firm will be an independent consultant and not an employee or subconsultant of any subconsultant on this project, including the A/E.
 - 1.1.6 Offeror must have the ability to manage multiple projects in various stages of construction at one time.
 - 1.1.7 Offeror must have significant knowledge regarding the applicable codes and practices, including, without limitation, the Baltimore City Building Code, American Council of Independent Laboratories, and other relevant codes and practices.
- 1.2 The Consultant must be registered to do business in the State of Maryland and in good standing before a contract can be awarded.
- 1.3 Whether or not an Offeror is qualified for award is at the sole and absolute discretion of the Procurement Officer or designee.

NOTE: An Offeror meeting these minimum requirements does not guarantee that the Offeror will be deemed responsible or have its proposals deemed reasonably susceptible of being selected for an award.

2 Consultant Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland Stadium Authority is issuing this Request for Proposals (RFP) to obtain a highly qualified professional consultant to perform on-call material testing and inspection services. The consultant will represent MSA's third party inspection requirements on various projects. It is anticipated that the soils, asphalt, concrete, structural steel, and indoor air quality testing/inspection services may be required but, MSA may request additional types of testing and inspection as required for the specific project.
- 2.1.2 The Maryland Stadium Authority intends to make a single award. See RFP **Section 4.9 Award Basis** for more Contract award information. However, MSA reserves the right to award multiple contracts as a result of this solicitation.
- 2.1.3 An Offeror, either directly or through its subconsultant(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Consultant) shall remain responsible for Contract performance regardless of subconsultant participation in the work.

2.2 Consultant Requirements

- 2.2.1 The Offeror shall provide a project manager to oversee the inspection of the project(s) and shall be responsible for reviewing the field technician's work and reports. The project manager shall be available to meet with the MSA to resolve or review all issues that could affect the performance of the project (s).
- 2.2.2 The testing and inspection services consultant will coordinate all services directly with MSA, or with MSA's Consultant, as directed by MSA. The consultant will be required to comply with all applicable OSHA requirement and additional requirements as might be required by MSA's Consultants performing the work.
- 2.2.3 All field inspections and testing shall be in strict accordance with ASTM, ACI, or AISC standards or other appropriate standards as might be required for the specific project. All concrete and soil laboratory testing shall be performed in an AASHTO certified laboratory.
- 2.2.4 Technicians shall submit daily written inspection reports to MSA and others as MSA requires, prior to leaving the site each day. Such reports shall at a minimum detail the services provided, tests and/or inspections conducted, including results if available, and the site conditions. Daily reports shall be reviewed by the Offeror's licensed professional engineer and electronically submitted to MSA, bi-weekly for the record.
- 2.2.5 The consultant shall provide their personnel with all items that are required to fulfill the requirements of this RFP and will be responsible for providing, storing and protecting their own tools, materials and equipment.

2.3 Consultant Compliance with Laws

- 2.3.1 Consultant agrees to comply with all existing laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in location where Services are performed. In the event of differing testing requirements between contract requirements and local codes or ordinances, the more stringent requirement shall prevail.
- 2.3.2 Consultants badges are not admission to baseball or football game(s).
- 2.3.3 The Consultant's employees shall be required to sign in daily at the service level security checkpoint to receive a work credential. Only employees with a valid ID will be issued a credential.

2.4 Safety and Damages

- 2.4.1 The successful Offeror shall take all necessary precautions for the safety of employees on the work crew to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. All work shall be done in accordance with Federal, State and Municipal laws and codes.

2.5 Response Time

MSA will make reasonable efforts to schedule work at least 72 hours in advance; however, there could be extenuating circumstances that require Consultant to work on project or job with less notice.

3 Consultant Requirements: General

3.1 Contract Initiation Requirements

Consultant shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date.

3.1.1 Invoicing

- A. All Invoices must be submitted to invoices@mdstad.com. All invoices shall contain the following address: Maryland Stadium Authority, 333 West Camden Street, Suite 500, Baltimore, Maryland 21201.
- B. The Consultant shall submit invoices monthly.
- C. The Consultant as accurate shall verify all invoices for services at the time of submission.
- D. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
 - 1) Consultant name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;
 - 6) Invoice number;
 - 7) MSA assigned Contract number;
 - 8) MSA assigned (Blanket) Purchase Order number(s);
 - 9) Goods or services provided;
 - 10) Amount due; and
 - 11) Any additional documentation required by regulation or the Contract.
- E. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- F. The Maryland Stadium Authority reserves the right to reduce or withhold Contract payment in the event the Consultant does not provide the Maryland Stadium Authority with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Consultant brings itself into full compliance with the Contract.
- G. Any action on the part of the Maryland Stadium Authority or dispute of action by the Consultant, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Consultant; however, is not exempt from such sales and use taxes and may be liable for the same.

- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.1.2 Vendor Payments

Vendor payments can take up to 30 business days. Vendor may check the status of payment by registering on General Accounting Division of Comptrollers website at:

http://compnet.comp.state.md.us/General_Accounting_Division. If you do not see your payment, you may fill out the request form on MSA’s website at www.mdstad.com under “Account Payable” and it will be researched.

3.1.3 For the purposes of the Contract, an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the Consultant has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted;
- E. The items or services do not meet the quality requirements of the Contract;
- F. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
- G. The Consultant has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.1.4 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.2 Intentionally Omitted

3.3 Insurance Requirements

The Consultant and its subconsultants shall maintain Commercial General Liability Insurance or its equivalent, for bodily injury and property damage, including loss of use. It is preferred that coverage be provided on an “occurrence” basis. If “claims made” forms are submitted, the requirements noted after section “G” must be met. Such Commercial General Liability policy shall include the following extensions:

It is preferred that the general aggregate limit apply separately to this contract;

3.3.1 Premises/Operations:

3.3.2 Actions of Independent Consultants;

3.3.3 Products/completed Operations to be maintained for two (2) years after completion of the contract;

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- 3.3.4 Personal injury liability including coverage for offense related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusion if contained in the personal injury coverage section).
- 3.3.5 The Consultant and its subconsultants 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.**
- 3.3.6 The Consultant and its subconsultants shall maintain Worker's Compensation Insurance as required by Maryland law.
- 3.3.7 The coverages listed above shall be written for not less than the following limits liability. Limits can be furnished by a combination of primary excess (umbrella) policies.
- A. Commercial General Liability including all extensions- \$1,000,000 each occurrence; \$1,000,000 personal injury; \$1,000,000 products liability; and \$1,000,000 general aggregate of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 - B. Business Automobile Liability - \$1,000,000 each accident
 - C. Worker's Compensation Insurance - statutory requirements. Employers liability insurance - \$1,000,000 each accidental injury; and \$1,000,000 policy limit for disease.
 - D. Worker's Compensation - The Consultant shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
- 3.3.8 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.
- 3.3.9 No acceptance and/or approval of any insurance by MSA shall be construed as relieving or excusing the Consultant, or the surety or bond, if any, from any liability obligation imposed upon either or both of them by the provisions of the Contract Documents.
- 3.3.10 MSA, the Baltimore Orioles Limited Partnership, the Baltimore Ravens Limited Partnership, and the State of Maryland (including their elected or appointed officials, agents, and employees) shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.3.11 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Consultant shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such

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cancellation or nonrenewal. The Consultant shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.

3.3.12 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

3.3.13 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Consultant shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.

3.3.14 Subconsultant Insurance

The Consultant shall require any subconsultants to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Consultant.

3.4 Additional Security Requirements

The following requirements are applicable to the Contract:

3.4.1 Employee Identification

- A. Consultant Personnel shall display his or her company ID badge in a visible location at all times while on MSA premises. Upon request of authorized MSA personnel, each Consultant Personnel shall provide additional photo identification.
- B. Consultant Personnel shall cooperate with MSA site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for MSA badge issuance.
- C. Consultant shall remove any Consultant Personnel from working on the Contract where the MSA determines, in its sole discretion, that Consultant Personnel has not adhered to the Security requirements specified herein.
- D. The MSA reserves the right to request that the Consultant submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.4.2 On-Site Security Requirement(s)

- A. For the conditions noted below, Consultant Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
 - 1) Consultant Personnel may be subject to security checks when entering and leaving MSA building. The MSA reserves the right to require Consultant Personnel to be accompanied while in secured premises.
- B. Any Consultant Personnel who enters the premises of a facility under the jurisdiction of the MSA may be searched, fingerprinted (for the purpose of a criminal history background check), photographed, videotaped, and required to wear an identification card issued by the MSA.

- C. Further, Consultant Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Consultant Personnel seeks access. The failure of any of the Consultant Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.5 Substitution of Personnel

3.5.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the MSA as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Consultant from working under the Contract without the prior written approval of the Contract Monitor.
- C. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

Definitions

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Consultant’s Technical Proposal.

Consultant Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Consultant Personnel substitution described in **Section 3.5.4**.

- A. The Consultant shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute has qualifications at least equal to those of the Consultant Personnel proposed to be replaced.
- B. The Consultant shall provide the Contract Monitor with a substitution request that shall include:
 - 1) A detailed explanation of the reason(s) for the substitution request;
 - 2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - 3) The official resume of the current personnel for comparison purposes; and
 - 4) Evidence of any required credentials.

- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Monitor will notify the Consultant in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Consultant Personnel replacement.

Replacement Circumstances

A. Directed Personnel Replacement

- 1) The Contract Monitor may direct the Consultant to replace any Consultant Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Maryland Stadium Authority policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.5.4.A.2**.
- 2) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Consultant Personnel performance issues to the Consultant, describing the problem and delineating the remediation requirement(s). The Consultant shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Consultant shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Consultant Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Consultant Personnel at issue.
- 4) Replacement or substitution of Consultant Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- 5) If the Contract Monitor determines to direct substitution under **3.5.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Consultant. However, if the Contract Monitor deems it necessary and, in the State's, best interests to remove the Consultant Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- 6) In circumstances of directed removal, the Consultant shall, in accordance with paragraph **3.5.4.A.1** of this section, provide a suitable replacement for approval

within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

- 1) To replace any Key Personnel in a circumstance other than as described in **3.5.4.B**, including transfers and promotions, the Consultant shall submit a substitution request as described in **Section 3.5.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- 2) **Key Personnel Replacement Due to Sudden Vacancy**
 - a) The Consultant shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.5.4.B.1**.
 - b) Under any of the circumstances set forth in this paragraph B, the Consultant shall identify a suitable replacement and provide the same information and items required under **Section 3.5.3** within fifteen (15) days of the actual vacancy occurrence or from when the Consultant first knew or should have known that the vacancy would be occurring, whichever is earlier.

C. Key Personnel Replacement Due to an Indeterminate Absence

- a) If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Consultant shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 3.5.3**.
- b) However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subconsultants or 1099 Consultants: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

4 Procurement Instructions

4.1 Pre-Proposal Conference

- 4.1.1 A pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see **Section 4.2.1 eMMA**).
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. The Maryland Stadium Authority will make a reasonable effort to provide such special accommodation.
- 4.1.6 All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 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.

4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE participation goals, shall identify in the subject line the Solicitation Number and Title (MSA Project No. 20-016 – Materials Testing and Inspection Services Consultant, and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.
- 4.3.2. Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMMA.
- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the MSA unless it issues an amendment in writing.

4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under MSA's Procurement Policies and Procedures.

4.5 Proposal Due (Closing) Date and Time

- 4.5.1 Proposals, in the number and form set forth in **Section 5 Proposal Format**, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMMA.
- 4.5.4 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6 **Proposals delivered by e-mail or facsimile shall not be considered.**
- 4.5.7 Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

4.7 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

4.8 Public Information Act Notice

- 4.8.1 The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.4.1.B** “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 4.8.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.9 Award Basis

A Contract shall be awarded to the responsible Offeror(s) submitting the Proposal that has been determined to be the most advantageous to the MSA, considering price and evaluation factors set forth in this RFP, for providing the goods and services as specified in this RFP. See RFP **Section 6** for further award information.

4.10 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 120 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.12 Revisions to the RFP

- 4.12.1 If the RFP is revised before the due date for Proposals, the MSA shall post any addenda to the RFP on eMMA and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.12.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.12.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4 Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.12.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.13 Cancellations

- 4.13.1 MSA reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of MSA.
- 4.13.2 The MSA reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

4.14 Incurred Expenses

MSA will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.15 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of MSA's Procurement Policies and Procedures.

4.16 Offeror Responsibilities

- 4.16.1 Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subconsultant participation.

- 4.16.2 All subconsultants shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subconsultants utilized in meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see **Section 4.26** "Minority Participation Goal").
- 4.16.3 If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The MSA reserves the right to accept or reject any exceptions.**

4.18 Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

4.19 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

4.20 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.21 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 Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.22 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

4.22.1 In connection with a procurement contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device.
- B. Make a false or fraudulent statement or representation of a material fact.
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

4.22.2 A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.

4.22.3 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 five (5) years or both.

4.23 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

4.23.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

4.23.2 Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all

subconsultants on non-construction procurement contracts. The Consultant shall comply with the prompt payment requirements outlined in the Contract, Section 31 “Prompt Pay Requirements” (see **Attachment M**), should an MBE goal apply to this RFP. Additional information is available on GOSBA’s website at: <http://www.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.25 Electronic Procurements Authorized

- 4.25.1 Unless otherwise prohibited by law, the MSA may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.
- 4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means:
- A. The Procurement Officer may conduct the procurement using eMMA, e-mail, or facsimile to issue:
- 1) The RFP;
 - 2) Any amendments and requests for best and final offers;
 - 3) Pre-Proposal conference documents;
 - 4) Questions and responses;
 - 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
 - 6) Notices of award selection or non-selection; and
 - 7) The Procurement Officer’s decision on any Proposal protest or Contract claim.
- B. The Offeror or potential Offeror may use e-mail or facsimile to:
- 1) Ask questions regarding the solicitation;
 - 2) 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;

3) Submit a "No Proposal Response" to the RFP.

C. The Procurement Officer, the Contract Monitor, and the Consultant may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

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

- A. Filing of protests;
- B. Filing of Contract claims;
- C. Submission of documents determined by the MSA to require original signatures (e.g., Contract execution, Contract modifications); or
- D. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Consultant or Offeror be provided in writing or hard copy.

4.2.6 MBE Goal

No MBE goal has been established for this procurement.

4.27 Conflict of Interest Affidavit and Disclosure

4.27.1 The Offeror shall complete and sign the Conflict of Interest and Disclosure (**Attachment H**) and submit it with its Proposal.

4.27.2 By submitting a Conflict of Affidavit and Disclosure, the Consultant shall be construed as certifying all Consultant Personnel and subconsultants are also without a conflict of Interest as defined in COMAR 21.05.08.08A.

4.27.3 Additionally, a Consultant has an ongoing obligation to ensure that all Consultant Personnel are without conflicts of interest prior to providing services the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

4.27.4 Participation in Drafting of Specifications: Disqualifying Event: Offerors 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 proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, 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 Offeror submitting a Proposal in violation of this provision shall be classified as "not responsible." See COMAR 21.05.03.03.

4.28 Vendor Responsibility

4.28.1 The Procurement Officer shall make purchases from and award contracts only to responsible Consultant.

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- 4.28.2 In the absence of information clearly indicating that the prospective contractor is responsible, the Procurement Officer shall make a determination of non-responsibility.
- 4.28.3 Factors to be used in determining whether a vendor is responsible may include, but are not limited to:
- 4.28.3.1 Financial resources adequate to perform the contract, or the ability to obtain them;
 - 4.28.3.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - 4.28.3.3 A satisfactory performance record;
 - 4.28.3.4 A satisfactory record of integrity and business ethics;
 - 4.28.3.5 The necessary organization, experience, accounting and operational Controls, and technical skills, or the ability to obtain them;
 - 4.28.3.6 Compliance with applicable licensing and tax laws and regulation;
 - 4.28.3.7 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
 - 4.28.3.8 Other qualifications and eligibility criteria necessary to receive and award under applicable laws and regulations.

5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – Technical Proposal
- Volume II – Financial Proposal

5.2 Proposal Delivery and Packaging

5.2.1 Proposals delivered by facsimile and email shall not be considered.

5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.

5.2.3 Offerors may submit Proposals by electronic means **only** through MSA’s third party e-procurement system, **Negometrix**. Negometrix Instructions for registering for Negometrix and utilizing this e-procurement system are attached as **Attachment J**.

5.3 Two Part Submission

A. Technical Proposal consisting of:

- 1) Technical Proposal in searchable Adobe PDF format,
a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.8**), and

B. Financial Proposal consisting of:

- 1) Financial Proposal in searchable Adobe PDF format,
a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.8**).

5.4 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

5.4.1 In addition to the instruction below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1 Response...; Section 2.2.2 Response...”). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “xx”).

5.4.2 The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

A. Title Page and Table of Contents (Submit under **TAB A**)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

B. Claim of Confidentiality (If applicable, submit under **TAB A-1**)

Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see **Section 4.8 “Public Information Act Notice”**). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

C. Offeror Information Sheet and Transmittal Letter (Submit under **TAB B**)

The Offeror Information Sheet and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

D. **Executive Summary (Submit under TAB C)**

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.”

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see **Section 4.16 “Offeror Responsibilities”**).

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the MSA. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

If an Offeror takes no exception to the State terms and conditions, the Executive Summary should so state.

E. Technical Proposal Contents (Submit under **TAB D**)

Provide a detailed narrative addressing, at a minimum, the following:

5.4.3 **Methodology and Work Plan (35 Points)**

5.4.3.1 Work Plan (15 Points)

Provide a narrative statement that illustrates your understanding of the contract requirements;

Provide a detailed description of the process to be utilized to perform the consulting services required by this Contract;

Address all key elements of your proposal, including major features, functions or areas of support that may differentiate your firm from its competition

5.4.3.2 Staffing Plan (20 Points)

Describe the organization of the project team, including accountability and lines of authority.

5.4.4 **Personnel/Resumes (35 Points)**

The Offeror must describe its personnel capabilities in compliance with the overall performance requirements of the contract. Resumes must be provided for all key personnel proposed for this project.

For each key person, submit a written description of the individual(s) job description, where that position falls within the organization's hierarchy (i.e. position authority level), their current duties and responsibilities and an outline of the individual(s) overall managing experience and abilities.

5.4.5 **Offeror Experience, Capabilities, and References (30 Points)**

Offerors shall include reference information on past experience (s) with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:

5.4.5.1 An overview of the Offeror's experience providing services similar to those included in this RFP. This description shall include:

- 1) A summary of the services offered;
- 2) The number of years the Offeror has provided these services;
- 3) The number of clients and geographic locations the Offeror currently serves; and
- 4) A listing of similar engagements since 2014; specify the following:
 - a) State the dates of the contract duration;
 - b) Specify material testing and inspection consulting service experiences;
 - c) Summarize the services offered;
 - d) List additional experiences that Offerors would like the MSA to consider.

5.4.5.2 All references shall include the identification of all contracts that your firm has undertaken with a similar scope of work as presented in the body of this RFP. Identify the entity contracted with, the general scope of services provided, the number of Inmates/clients serviced and the duration of the contract. If the contract is current, identify the contact person for references. If the contract is not current, indicate the cause for termination.

- **Note: MSA reserves the right to require, during proposal evaluation, that the Offeror provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement and Cash Flow Statement or other acceptable financial information. These documents may be relied upon in any determination regarding the Offeror's financial responsibility.**

5.4.5.3 As part of its offer, each Offeror is to provide a list of all Contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 7 years. For each identified Contract the Offeror is to provide:

- The State Contracting entity
- A brief description of the services/goods provided
- The dollar value of the Contract
- The term of the Contract
- The State employee contact person (name, title, telephone number and if possible e-mail address)
- Whether the Contract was terminated before the end of the term specified in the original Contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State Contracts will be considered as part of the experience and capabilities evaluation criteria of the RFP.

Note: MSA shall have the right to contact any reference and request site visits to the Offeror's office(s) as part of the evaluation and selection process.

F. Certificate of Insurance (**Submit under TAB E**)

The Offeror should provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

G. Subconsultants (Submit under **TAB F**)

The Offeror should provide a complete list of all subconsultants that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subconsultant will perform and why/how each subconsultant was deemed the most qualified for this project. If applicable, subconsultants utilized in meeting the established MBE or participation goal(s) for this solicitation should all be identified as provided in the appropriate attachment(s) of this RFP.

H. Legal Action Summary (Submit under **TAB G**)

This summary shall include:

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

I. Technical Proposal - Required Forms and Certifications (Submit under **TAB H**)

- 1) All forms required for the Technical Proposal are identified in Table 1 of **Section 7 – RFP Attachments and Appendices**. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under **TAB H**.

5.5 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the MSA. .

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6 Evaluation and Selection Process

6.1 Evaluation Committee

Evaluation of Proposals will be conducted by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in offer or oral presentations and discussions, and provide input to the Procurement Officer. The MSA reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Technical Proposal Evaluation Criteria

Technical proposal to be evaluated as follows:

Methodology and Work Plan	35 Points
Personnel/Resumes	35 Points
Offeror Experience, Capabilities, and References	30 Points

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the average of hourly rates submitted on **Attachment B** – Financial Proposal Form.

6.4 Reciprocal Preference

6.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Consultants. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror 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.

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

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method under MSA's Procurement Policies and Procedures. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the MSA may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. MSA reserves the right to develop a short-list of firms most susceptible for award and to make an award without holding discussions.
- B. With or without discussions, the MSA may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.5.2 Selection Process Sequence

- A. Intentionally Omitted.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the MSA's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the MSA. Offerors will be contacted by the MSA as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal.
- D. When in the best interest of the MSA, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The MSA may make an award without issuing a request for a BAFO.
- E. Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, the Procurement Officer will recommend award of the Contract to the responsible Offeror that was deemed by the evaluation panel to have submitted the Proposal most advantageous to the MSA based upon a combination of technical and price factors.

6.5.3 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – RFP Attachments and Appendices**.

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RFP ATTACHMENTS AND APPENDICES

Instructions Page

A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: RFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Proposal	B	Financial Proposal Instructions and Form
Y	With Proposal	C	Proposal Affidavit (see attachment)
Y	With Proposal	H	Conflict of Interest Affidavit and Disclosure (see attachment)
Y	n/a	J	Negometrix Instructions
Y	n/a	L	General Terms and Conditions for Maintenance Contracts
Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see attachment))
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions (included in this RFP)
Additional Submissions			

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Applies?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.3); 1 copy

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number MSA 20-016

Materials Testing and Inspection Service Consultant

A Pre-Proposal conference will be held on September 24, 2019 at 11:30 a.m. at 333 West Camden Street, Suite 500, Baltimore, Maryland 21201.

Please return this form by September 24, 2019, advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Sandra Fox
Maryland Stadium Authority
333 West Camden Street, Suite 500 Office
Email: sfox@mdstad.com
Fax# 410-333-1888

Please indicate:

- _____ Yes, the following representatives will be in attendance.
Attendees (Check the RFP for limits to the number of attendees allowed):
- 1.
 - 2.
 - 3.
- _____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 4.1 “Pre-Proposal conference”):

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Attachment B. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

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

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

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

B-1 Financial Proposal Form

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

See Attachment B Financial Proposal Form under separate attachment.

Attachment C. Proposal Affidavit
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A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

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

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

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

N. I FURTHER AFFIRM THAT:

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

O. ACKNOWLEDGEMENT

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

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

By: _____

Signature of Authorized Representative and Affiant

Printed Name: _____

Printed Name of Authorized Representative and Affiant

Title: _____

Title

Date: _____

Date

Attachment D. Intentionally Omitted

Attachment E. Intentionally Omitted

Attachment F. Intentionally Omitted

Attachment G. Intentionally Omitted

Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Consultant, consultant, or subconsultant or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

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

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

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

Attachment I. Intentionally Omitted

Attachment J. Negometrix Instructions

(See attached)

Attachment K. Intentionally Omitted

Attachment L. Intentionally Omitted

Attachment M. Contract

THIS CONTRACT (the “Contract”) is made this _____ day of _____ by and between the MARYLAND STADIUM AUTHORITY, (hereinafter referred to as MSA) and _____ (hereinafter referred to as Consultant).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Consultant” means the entity first named above whose principal business address is (primary address) and whose principal office in Maryland is the same _____, whose Federal Employer Identification Number or Social Security Number is _____, and whose eMaryland Marketplace Advantage vendor ID number is _____.
- 1.3 “Financial Proposal” means the Consultant’s Financial Proposal dated _____.
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for Materials Testing and Inspection Services, Solicitation # 20-016, and any amendments, addenda, and attachments thereto issued in writing by the MSA.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Consultant’s Technical Proposal dated. _____, as modified and supplemented by the Consultant’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.

2. Scope of Contract

- 2.1 The Consultant shall perform in accordance with this Contract and Exhibits A-C, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:
 - Exhibit A – The RFP;
 - Exhibit B – The Contract Affidavit, executed by the Consultant; and
 - Exhibit C – The Technical Proposal and
- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Consultant to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Consultant’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Consultant must assert in writing its right to an adjustment under this section within thirty (30) days

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- of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Consultant shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Consultant from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.
- 2.4 Change Order Mark-Up
- 2.4.1 The mark-up allowable to the Consultant for combined overhead and profit for work performed solely by the Consultant with his own forces shall be a reasonable amount not to exceed fifteen percent (15%) of the Consultant's costs, excluding those items which may be included in overhead.
- 2.4.2 (a) The mark-up allowable to a subconsultant for overhead and profit for work performed solely with his own force shall be a reasonable amount not to exceed ten percent (10%) for the subconsultant's overhead and five percent (5%) for the subconsultant's profit based upon the subconsultant's costs of labor, materials, and equipment.
- (b) For work performed by a subconsultant solely with his own forces, the Consultant is entitled to a reasonable mark-up for combined overhead and profit, not to exceed five percent (5%) of the cost of the subconsultant's materials, equipment, and labor.
- 2.4.3 The cost of Supervisory Personnel may be added only when the modification makes necessary the hiring of additional supervisory personnel or makes necessary their employment for time additional to that required by the contract.
- 3. Period of Performance**
- 3.1 The term of this Contract begins on the earlier to occur of: (a) the issuance of a Notice to Proceed; or (b) the date the Contract is signed by the Executive Director, following any required approvals of the Contract, including approval by the Authority, if such approval is required. The Contract shall terminate three (3) years after the effective date, unless otherwise agreed to in writing by MSA. MSA shall retain the right to renew the contract for two (2) renewal options of one (1) year each in its absolute and sole discretion
- 3.4 The Consultant's obligation to pay invoices to subconsultants providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.
- 4. Consideration and Payment**
- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Maryland Stadium Authority shall pay the Consultant in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Consultant pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

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- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Consultant pursuant to this Contract shall be made no later than 30 days after the Maryland Stadium Authority's receipt of a proper invoice from the Consultant as required by RFP section 3.3.

The Consultant may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Consultant submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

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

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Consultant fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Consultant to be reduced or withheld until such time as the Consultant meets performance standards as established by the Procurement Officer.

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

5. Rights to Records

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

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

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- 5.3 The Consultant shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Consultant with respect to all data delivered under this Contract.
- 5.4 The Consultant shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Consultant, at its own expense, shall deliver any equipment, software or other property provided by the MSA to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The MSA shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Consultant in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Consultant may copyright material connected with this project only with the express written approval of the MSA. .
- 6.2 Except as may otherwise be set forth in this Contract, Consultant shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Consultant by the MSA or developed by Consultant relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

- 7.3. Subject to the terms of **Section 10**, Consultant shall defend, indemnify and hold harmless the State, MSA, the Baltimore Orioles Limited Partnership, the Baltimore Ravens Limited Partnership, and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Consultant-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Consultant shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4 Without limiting Consultant's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Consultant believes such a claim is likely to occur, Consultant (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Consultant's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent

with applicable law, relevant confidential information to its officers, agents, and Consultant Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Consultant Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Consultant provided that each officer, agent, and Consultant Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Consultant of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract.

- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any MSA data or records where such loss is due to the act or omission of the Consultant or any of its subconsultants or agents, the Consultant shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Consultant shall ensure that all data is backed up and recoverable by the Consultant. At no time shall any Consultant actions (or any failures to act when Consultant has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Consultant is working hereunder.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Consultant shall (i) indemnify and hold the MSA, Baltimore Oriole Limited Partnership, Baltimore Ravens Limited Partnership, State of Maryland, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Consultant's, or any of its subconsultants', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Consultant shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The MSA has no obligation: (i) to provide legal counsel or defense to the Consultant or its subconsultants in the event that a suit, claim or action of any character is brought against the Consultant or its subconsultants as a result of or relating to the Consultant's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Consultant shall promptly notify the Procurement

11. Non-Hiring of Employees

No official or employee of the MSA, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the MSA, become or be an employee of the Consultant or any entity that is a subconsultant on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Consultant shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Consultant must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Consultant must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Consultant agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subconsultants to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

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

16 Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Consultant's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Consultant and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Consultant shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Consultant as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17 Termination for Default

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

18 Termination for Convenience

The performance of work under this Contract may be terminated by the MSA in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the MSA. The MSA will pay all reasonable costs associated with this Contract that the Consultant has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Consultant shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

19. Delays and Extensions of Time

- 19.1 The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including but not restricted to, acts of God, acts of the public enemy, acts of the MSA in either its sovereign or contractual capacity, acts of another Consultant in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subconsultants or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Consultant or the subconsultants or suppliers.

20. Suspension of Work

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

21. Pre-Existing Regulations

MSA Policies in effect and regulations set forth in COMAR Title 21 applicable to this Contract at the time of its execution shall continue to apply to this Contract, subsequent amendments to the Policies and Regulations notwithstanding.

22. Financial Disclosure

The Consultant shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

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

24. Retention of Records

The Consultant and subconsultants shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Consultant shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent, and work performed by the Consultant and its subconsultants under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Consultant's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Consultant's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Consultant's records to perform any such audits. The MSA may conduct these audits with any or all of its own internal resources or by securing the services of a third-party accounting or audit firm, solely at the MSA's election. The MSA may copy any record related to the services performed pursuant to the Contract. The Consultant agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Consultant shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Consultant's subconsultants including but not limited to any lower tier subconsultant(s). The Consultant shall ensure the MSA has the right to audit such subconsultant(s).

26. Compliance with Laws

The Consultant hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

- 27.1 The Consultant, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Consultant furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The benefits and obligations hereunder shall take effect and be binding upon the parties hereto and neither the contract nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of MSA.

29. Limitations of Liability

- 29.1 Consultant shall be liable for any loss or damage to the MSA occasioned by the acts or omissions of Consultant, its subconsultants, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 5 “Patents, Copyrights, Intellectual Property”** of this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Consultant’s liability shall be unlimited.
 - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Consultant hereunder. For purposes of this Contract, Consultant agrees that all subconsultants shall be held to be agents of Consultant.
- 29.2 Consultant’s indemnification obligations for Third party claims arising under Section 6 (“Indemnification”) of this Contract are included in this limitation of liability only if the State is immune from liability. Consultant’s indemnification liability for third party claims arising under Section 6 of this Contract shall be unlimited if the MSA is not immune from liability for claims arising under Section 6.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Consultant hereunder. For purposes of this Contract, Consultant agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subconsultants.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Consultant represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Consultant may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subconsultants, vendors, suppliers, or commercial customers, nor shall Consultant retaliate against any person for reporting instances of such discrimination. Consultant shall provide equal opportunity for subconsultants, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Consultant understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Consultant from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Consultant under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Consultant agrees to provide within 60 days after the request a complete list of the names of all subconsultants, vendors, and suppliers that Consultant has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Consultant on each subcontract or supply contract. Consultant further agrees to cooperate in any investigation

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conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Consultant understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

- 30.4 The Consultant shall include the language from 30.1, or similar clause approved in writing by the MSA, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Consultant withholds payment of an undisputed amount to its subconsultant, the MSA, at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Consultant until payment to the subconsultant is verified;
- (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
- (c) Pay or cause payment of the undisputed amount to the subconsultant from monies otherwise due or that may become due to the Consultant;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

- 31.2 An “undisputed amount” means an amount owed by the Consultant to a subconsultant for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Consultant and subconsultant, due to be distributed to the subconsultant; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the MSA concerning a withheld payment between the Consultant and a subconsultant under this **section 31**, may not:

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

- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subconsultants that have contracted pursuant to the MBE program.

- 31.5 To ensure compliance with certified MBE subcontract participation goals, the MSA may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Consultant;

- ii. Inspecting the jobsite; and
- iii. Interviewing subconsultants and workers.

Verification shall include a review of:

- i. The Consultant's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subconsultants and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subconsultant, which lists payments received from the Consultant in the preceding thirty (30) days and invoices for which the subconsultant has not been paid.
- (b) If the MSA determines that the Consultant is not in compliance with certified MBE participation goals, then the MSA will notify the Consultant in writing of its findings and will require the Consultant to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Consultant to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (c) If the MSA determines that the Consultant is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the MSA requires, then the MSA may:
- i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Consultant shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subconsultants.

32. Living Wage

If a Consultant subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the MSA may withhold payment of any invoice or retainage. The MSA may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Effect of Consultant Bankruptcy

All rights and licenses granted by the Consultant under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Consultant or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and

embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Consultant elects to and does in fact continue to perform all of its obligations under this Contract.

34. Miscellaneous

- 34.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 34.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 34.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 34.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g. and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

35. Contract Monitor and Procurement Officer

- 35.1 The MSA representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more MSA representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The MSA may change the Contract Monitor at any time by written notice to the Consultant.
- 35.5 The Procurement Officer has responsibilities as detailed in the Contract and is the only MSA representative who can authorize changes to the Contract. The MSA may change the Procurement Officer at any time by written notice to the Consultant.

36. Novation or Change of Name

A. No Assignment

An MSA contract is not transferable, or otherwise assignable, without the written consent of the procurement officer and approval of the Executive Director provided, however, that a Consultant may assign monies receivable under a contract after due notice to the MSA.

B. Recognition of a Successor in Interest Novation

When in the best interest of the MSA, a successor in interest may be recognized in a novation agreement in which the transferor and the transferee shall agree that:

- a) The transferee assumes all of the transferor's obligations;

- b) The transferor waives all rights under the contract as against the MSA; and
- c) Unless the transferor guarantees performance of the contract by the transferee, the transferee shall, if required, furnish a satisfactory performance bond.

C. Change of Name

When a Consultant requests to change the name in which it holds a contract with the MSA, the procurement officer, upon receipt of a document indicating the change of name (for example, an amendment to the articles of incorporation of the corporation) may enter into an agreement with the requesting Consultant to effect the change of name contingent upon the approval of the Executive Director. The agreement changing the name specifically shall indicate that no other terms and conditions of the contract are changed.

37. Notices

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

If to the MSA:

John F. Samoryk
Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, Maryland 21201
jsamoryk@mdstad.com

If to the Consultant:

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

CONSULTANT

MARYLAND STADIUM AUTHORITY

By:

By:

Date

Attachment N. Contract Affidavit

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number: _____

Address: _____

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

Name and Department ID Number: _____

Address: _____

C FINANCIAL DISCLOSURE AFFIRMATION I

FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a

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calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION –I

FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

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

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

-
- (i) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall cause to suspend payments under or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

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

F. CERTAIN AFFIRMATIONS VALID-I

FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated _____, 2019, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Attachment O. Intentionally Omitted

Attachment P. Sustainability Policies

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

Solid Waste Management Policy



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

SECTION 1: POLICY SCOPE

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

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

- Ongoing Consumables, including but not limited to:
 - Paper
 - Cardboard
 - Glass
 - Plastic
 - Metals
 - Landscape waste
 - Batteries
- Mercury-containing lamps
- Durable Goods, including but not limited to:
 - Electronic equipment
 - Furniture
- Building Materials used in facility alterations and additions, including but not limited to:
 - Building components and structures (wall studs, insulation, doors, windows)
 - Panels
 - Attached finishing's (drywall, trim, ceiling panels)
 - Carpet and other flooring material
 - Adhesives
 - Sealants
 - Paints and coatings

SECTION 2: POLICY GOALS

To manage solid waste in a manner that will:

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

SECTION 3: PERFORMANCE METRIC

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

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

SECTION 4: PERFORMANCE EVALUATION

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

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

SECTION 5: RESPONSIBLE PARTY

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

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

SECTION 6: PROCEDURES AND STRATEGIES

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

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

SECTION 7: TIME PERIOD

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

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

Sustainable Purchasing Policy



LEED for Existing Buildings: Operations and Maintenance
Sustainable Purchasing Policy

SECTION 1: POLICY SCOPE

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

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

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

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

SECTION 2: POLICY GOALS

To purchase ongoing consumables in a manner that will:

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

SECTION 3: PERFORMANCE METRIC

Sustainable Purchasing of Ongoing Consumables

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

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

Sustainable Purchasing of Durable Goods

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

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Furniture

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

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

Electronics and Appliances

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

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

Sustainable Purchasing: Facility Alterations and Additions (when applicable)

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

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

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

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

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

SECTION 4: PERFORMANCE EVALUATION

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

SECTION 5: RESPONSIBLE PARTY

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

SECTION 6: PROCEDURES AND STRATEGIES

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

Packaging

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

Recycled Content

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

SECTION 7: TIME PERIOD

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

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

Building Exterior and Hardscape Management Plan



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

SECTION 1: SCOPE

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

SECTION 2: GOALS

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

The Plan addresses environmental best practices for:

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

SECTION 3: RESPONSIBLE PARTIES

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

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

SECTION 4: QUALITY CONTROL PROCESS

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

SECTION 5: MAINTENANCE EQUIPMENT

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

PERFORMANCE METRICS

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

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

PRACTICES TO OPTIMIZE SITE MAINTENANCE EQUIPMENT

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

SECTION 6: SNOW REMOVAL

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

PERFORMANCE METRICS

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

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

PRACTICES TO OPTIMIZE SNOW REMOVAL

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

SECTION 7: HARDSCAPE MAINTENANCE & BUILDING EXTERIOR CLEANING

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

PERFORMANCE METRICS

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

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

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If any additional chemical cleaning product or equipment is needed, they will meet the standards (IEQc3.3 - 3.4) set below. Compliance will be measured by cost of compliant materials. It is the goal to

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

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

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

never fall below 75% for sustainable practices (by use).

PRACTICES TO OPTIMIZE HARDSCAPE MAINTENANCE

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

SECTION 8: PAINTS AND SEALANTS

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

PERFORMANCE METRICS

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

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

PRACTICES TO OPTIMIZE THE USE OF ENVIRONMENTALLY PREFERRED PAINTS AND SEALANTS

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

Architectural Applications	VOC Limit [g/L less water]	Specialty Applications	VOC Limit [g/L less water]
Indoor carpet adhesives	50	PVC welding	510
Carpet pad adhesives	50	CPVC welding	490
Wood flooring Adhesives	100	ABS welding	325
Rubber floor adhesives	60	Plastic cement welding	250
Subfloor adhesives	50	Adhesive primer for plastic	550
Ceramic tile adhesives	65	Contact adhesive	80
VCT and asphalt adhesives	50	Special purpose contact adhesive	250
Drywall and panel adhesives	50	Structural wood member adhesive	140
Cove base adhesives	50	Sheet applied rubber lining operations	850
Multipurpose construction adhesives	70	Top and trim adhesive	250

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Structural glazing adhesives	100		
Substrate Specific Applications	VOC Limit [g/L less water]	Sealants	VOC Limit [g/L less water]
Metal-to-metal	30	Architectural	250
Plastic foams	50	Non-membrane roof	300
Porous materials (except wood)	50	Roadway	250
Wood	30	Single-ply roof membrane	450
Fiberglass	80	Other	420
Sealant Primers	VOC Limit [g/L less water]		
Architectural non-porous	250		
Architectural porous	775		
Other	750		
Paints	VOC Limit [g/L]		
Exterior nonflat	200		
Exterior flat	100		

SECTION 9: TIME PERIOD

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

Camden Yards Sports Complex LEED Existing Building: Operations and Maintenance

Indoor Air Quality Management Program



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

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1. INTRODUCTION

The health, comfort, and work environment of employees and staff are important aspects of the Maryland Stadium Authority's (MSA) mission in the management of the Camden Yards Sports Complex. According to the EPA, indoor air quality (IAQ) is a critical component of providing a healthy and comfortable work environment. IAQ is important for the following reasons:

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

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

2. INDOOR AIR QUALITY COORDINATOR

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

The Managers responsibilities include the following:

1. Acting as the key contact person at MSA to respond to and address IAQ issues and concerns.
2. Acting as the lead MSA staff person to develop and manage this IAQ Management Plan. This includes coordinating building walkthrough inspections, coordinating the building systems evaluations, coordinating the investigations of reported IAQ issues and concerns, and modifying the IAQ Management Plan to fit the MSA's specific needs and objectives at the Camden Yards Sports Complex.
3. Responding to reported IAQ concerns and issues.
4. Communicating with staff and other parties regarding the progress made with the Plan and the process of reporting IAQ concerns.
5. Coordinating the annual review of the Plan, this involves building walk-through inspections, building systems evaluations, and revising the Plan to include the new information obtained.

3. WALKTHROUGH INSPECTION OF MSA BUILDING

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

4. BUILDING SYSTEMS EVALUATION

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

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

5. EVALUATION AND RESOLUTION OF IAQ ISSUES

Walkthrough Inspection and Building System Evaluations Findings:

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

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

Resolving Problems reported to the Director of Facilities:

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

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

6. COMMUNICATION POLICY

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

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

7. IAQ CONCERN REPORTING AND RESPONSE POLICY

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

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

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

8. EMERGENCY RESPONSE POLICY

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

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

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

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

9. PREVENTIVE MAINTENANCE AND OPERATIONS POLICY

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

10. CONSTRUCTION AND RENOVATION POLICY

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

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

11. MICROBIAL MANAGEMENT POLICY

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

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

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

12. CLEANING AND CHEMICALS POLICY

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

13. FLOORING AND FURNISHING POLICY

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

14. EDUCATION OF STAFF POLICY

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

15. ANNUAL REVIEW

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

The annual review involves:

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

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

Maryland Stadium Authority

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

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

IAQ Goals:

During construction the construction team will:

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

IAQ Coordinator:

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

IAQ Strategies:

1. IAQ activities and issues will be discussed at each subconsultant coordination/safety meeting.
2. As each new subconsultant arrives at the building for the first time, the Consultant will present him/her with a copy of the plan and discuss IAQ responsibilities of that particular subconsultant.
3. The Consultant will determine if permanent HVAC equipment will be operated during the renovation or if temporary heating and ventilation will be provided. Tentative delivery dates of the equipment should be established along with the dates of initial start-up.
4. The Consultant will coordinate activities necessary to meet SMACNA IAQ Guidelines for Occupied Buildings under Construction, 2nd edition 2007, ANSI/SMACNA 008-2008 (Chapter 3).

5. The Consultant will coordinate delivery, on site storage and installation of materials with weather and site conditions to limit the possibility of mold growth. Wet materials will not be used and all installed materials will be adequately protected from moisture.
6. Absorptive/porous materials stored on site or installed will be protected from dust and odors by isolating them from contaminated areas or sequencing installation well after contamination could occur.
7. All ductwork will arrive on site protected and remain as such until immediately before installation. All exposed edges of fiberglass duct insulation will be sealed with mastic before installation of ductwork and all openings in ducts will remain sealed until immediately before start up of equipment.

SMACNA Guidelines:

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

1. HVAC Protection –If the system is used during construction all grilles and openings must be fitted for temporary filters of a MERV (Minimum Efficiency Reporting Value) of at least 8. Ductwork must also be protected before installation to prevent dust contamination. All filtration media must be replaced immediately before occupancy with filters having a MERV rating of 13.
2. Source Control – The project is required to use building materials and products with limited VOC (Volatile Organic Compounds) content. Fossil fuel burning equipment should be limited to use on exterior of the building away from intake louvers.
3. Pathway Interruption – This measure provides ways to isolate areas where harmful dust and/or odors are being generated from other areas of the building. Temporary barriers such as dust curtains are effective for this use. Pressurizing appropriate areas can also limit flow of contaminants as well as using 100% outside air for ventilation. Location of pollutant sources should be considered whether inside the building or on the exterior if near an intake louver.
4. Housekeeping – Increasing cleaning frequency of the jobsite helps to reduce collection of dust and potential for mold growth. HEPA vacuums should be used inside the building as well as wetting agents for dust control. All cleaning agents should be chosen and used with caution to avoid introducing additional harmful fumes unto the building.
5. Scheduling – Off hours work should be considered if any construction activity generates an unacceptable level of harmful dust or odor.
6. Flush-Out Procedure – A flush out of the renovated space will be performed after all construction work has been completed including punch list items and prior to occupancy of the space. If the space's central HVAC system is being used to perform the flush-out, remove any temporary filters and duct coverings installed per the measures listed above. Install MERV 13 filtration where needed prior to the flush-out. Outside air is used to dilute and remove off-gassed contaminants. The quantity of outside air that must be introduced to the project space for the flush out is 14,000 cubic feet of air per square foot of floor area. The rate of outside air should not cause the interior temperature to drop below 60°F and the relative humidity should not exceed 60%. The initial flush

out phase is complete when 3,500 cubic feet of air per square foot has been replaced. Occupants may move in after this initial flush out has been performed. The flush-out phase is complete once all 14,000 cubic feet of air per square foot has been supplied, at that time the HVAC system can be switched to its normal mode of operation.

Adhesives, Sealants, Paints and Coatings Purchasing Protocols

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

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

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

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

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

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

Appendix #1 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- A. Authority – The MSA members.
- B. “Baltimore Orioles” means Baltimore Orioles Limited Partnership.
- C. “Baltimore Ravens” means Baltimore Ravens Limited Partnership.
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- G. Contract Administrator (CA) – The MSA representative for this Contract that is primarily responsible for Contract Administration functions, including issuing written direction, compliance with terms and condition, monitoring this Contract to ensure compliance with the terms and conditions of the Contract and to assist the CM in achieving on budget/on time/on target (e.g., within scope) completion of the Contract requirements. MSA may change the CA at any time by written notice to the Consultant.
- H. Contract Commencement – The date the Consultant is authorized to proceed with the work following any required approvals of the Contract, including approval by the Authority or Board of Public Works, if such approval is required.
- I. Contract Monitor – The MSA representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The MSA may change the Contract Monitor at any time by written notice to the Consultant.
- J. Consultant – The selected Offeror that is awarded a Contract by the State.
- K. Consultant Personnel – Employees and agents and subconsultant employees and agents performing work at the direction of the Consultant under the terms of the Contract awarded from this RFP.
- L. eMMA – eMaryland Marketplace Advantage (see RFP **Section 4.2**).
- M. Key Personnel – All Consultant Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP **Sections 2.2**.
- N. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- O. MSA – Maryland Stadium Authority

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- P. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- Q. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- R. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- S. NTP Date – The date specified in an NTP for work on Contract, project, Task Order or Work Order to begin.
- T. Offeror – An entity that submits a Proposal in response to this RFP.
- U. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**) and is the only MSA representative who can authorize changes to the Contract. The MSA may change the Procurement Officer at any time by written notice to the Consultant.
- V. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- W. Request for Proposals (RFP) – This Request for Proposals issued by the MSA, with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- X. State – The State of Maryland.
- Y. Total Proposal Price - The Offeror’s total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.