

Maryland Stadium Authority

333 West Camden Street, Suite 500

Baltimore, Maryland 21201

Small Business Reserve Procurement



INVITATION FOR BIDS

High Rise Window and Glass Cleaning and Ancillary Services

CAMDEN YARDS SPORTS COMPLEX

MSA Project No. 25-062

The sole point of contact for this solicitation is the Procurement Officer. Bidders are specifically directed NOT to contact any other MSA personnel or its contracted consultants for meetings, conferences, or discussions that are specifically related to this IFB at any time prior to any award and execution of a contract. Unauthorized contact with any MSA personnel and/or the MSA's contracted consultants may be cause for rejection of the Bidder's bid.

Minority Business Enterprises (MBE) are encouraged to respond to this IFB.

KEY INFORMATION SUMMARY SHEET

Invitation for Bids

MSA Project No. 25-062

IFB Issue Date:	June 3, 2025
Issuing Office:	MSA Procurement Suite 500, 333 West Camden Street Baltimore, MD 21201
Procurement Officer:	John Samoryk jsamoryk@mdstad.com
Contract Monitor:	Bart Shifler, Asst. VP of Facilities, Operations and Maintenance
Contract Administrator:	Jeffrey Provenzano, Vice President, Facilities
Bid Submission:	Submissions are exclusively accepted electronically via the Procurement Portal .
Important Events:	Refer to the project details and important events on the Procurement Portal for the date and time of the pre-bid meeting (as applicable), site visit(s) (as applicable), deadline for questions, and solicitation closing date & time.
Contract Term:	The contract term will be for a period of three (3) years with two one year renewal options.
MBE Goal:	8% of the total dollar value of the contract
Pre-Bid Meeting:	June 17, 2025 at 2:00 p.m. (Local Time) 333 West Camden Street, Suite 500 (Conference Room No. 1) Baltimore, MD 21201 Google Meet joining info Video call link: Video call link: https://meet.google.com/sqr-shsb-xbe Or dial: (US) +1 601-861-4176 PIN: 289 181 815#
Closing Date and Time:	No later than July 17, 2025 at 2:00 p.m.
Public Bid Announcement:	July 17, 2025 at 2:15 p.m. Google Meet joining info Video call link: Google Meet joining info Video call link: https://meet.google.com/ste-cvrx-crq Or dial: (US) +1 512-956-9831 PIN: 883 905 145#

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SECTION I PROCUREMENT INFORMATION

1.01 SUMMARY

The Maryland Stadium Authority (MSA) is issuing this Invitation for Bids (“**IFB**”) for a qualified contractor to provide professional High Rise Window and Glass Cleaning and Ancillary Services at four commercial buildings located at Camden Yards Sports Complex (“CYSC”). The four (4) commercial buildings include: Oriole Park at Camden Yards (“**OPCY**”), the Warehouse at Camden Yards (the “**Warehouse**”), Camden Station (“**Camden Station**”) and M&T Bank Stadium (“**M&T**”).

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

1.02 PROCUREMENT OFFICER

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

1.03 CONTRACT REPRESENTATIVES

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

1.04 PROCUREMENT METHOD

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

1.05 EMARYLAND MARKETPLACE (EMMA)

eMMA is the electronic commerce system for the State of Maryland. In order to receive a contract award, a vendor *must* be registered on eMMA. Registration is free. Go to <https://procurement.maryland.gov>, click on “Register” to begin the process, and then follow the prompts.

1.06 RESERVED

1.07 RESERVED

1.08 QUESTIONS REGARDING THE SOLICITATION

1.08.1 Submit questions through the Public Q&A section on the Procurement Portal no later than the date indicated on the solicitation, if applicable.

1.08.2 The Procurement Officer, based on the availability of time to research and communicate, shall **answer questions at their discretion prior to the bid closing date and time.**

1.08.3 Answers to all substantive questions that are not clearly specific only to one: (1) bidder will be

answered in the Public Q&A section on the Procurement Portal.

1.08.4 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on MSA unless issued in writing as an addendum.

1.09 PRE-BID CONFERENCE

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

(a) Participation is not mandatory; however, all interested parties are encouraged to participate to ensure their understanding of the bid requirements.

(b) MSA strongly recommends that all prime contractors have their intended subcontractors participate in the pre-bid conference, and if offered, attend a site visit to ensure all parties understand the contract requirements, including but not limited to the MBE Goal, if applicable.

(c) MBE subcontractors are encouraged to attend the Conference and market their participation to potential prime contractors.

(d) Following conclusion of the Conference, the attendance record and summary of the Conference will be distributed in the same manner as amendments to the IFB and, if applicable, responses to questions.

1.10 SUBMISSION DEADLINE

1.10.1 Bids must be received through the Procurement Portal not later than the due date and time specified therein. Bidders shall allow sufficient time to complete the submission process on the Procurement Portal. Untimely bids will not be considered. Unless specifically requested, bids not submitted electronically through the Procurement Portal will not be accepted.

1.10.2 Bids may be modified or withdrawn by the Bidder through the Procurement Portal any time before the bid due date and time.

1.11 FALSE STATEMENTS

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

(a) *In general.* – In connection with a procurement contract a person may not willfully:

- (1) falsify, conceal, or suppress a material fact by any scheme or device;
- (2) make a false or fraudulent statement or representation of a material fact; or use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

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

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

1.12 ANTI-BRIBERY

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

1.13 DURATION OF OFFER

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

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

1.14 COMPANIES NOT SUBMITTING A BID – REQUEST

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

SECTION II GENERAL INFORMATION

2.01 DISCLOSURE

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

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

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

2.02 EXPENSES

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

2.03 BIDDER'S AFFIDAVITS

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

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

2.03.3 Conflict of Interest Affidavit.

- (a) The Bidder shall complete and sign the Conflict of Interest Affidavit and Disclosure ("Conflicts Affidavit") (**Attachment F**) and submit it with its Bid.
- (b) By submitting a Conflicts Affidavit, the Contractor shall be construed as certifying all Contractor personnel and subcontractors are also without conflicts of interest as defined in Code of Maryland Regulations ("COMAR") 21.05.08.08A.
- (c) Additionally, a Contractor has an ongoing obligation to ensure that all Contractor personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, see COMAR 21.05.08.08.

2.03.4 Participation in Drafting of Specifications: Disqualifying Event: Bidders are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that "an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for bids for a procurement, or the selection or award made in response to an invitation for bids or a request for bids, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2)

assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Bidder submitting a Bid in violation of this provision shall be classified as “not responsible.”

2.04 ACCEPTANCE OF TERMS AND CONDITIONS

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

2.05 MANDATORY CONTRACTUAL TERMS

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

2.06 PROCUREMENT REGULATIONS

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

2.07 RESERVED

2.08 MULTIPLE CONTRACTS AND ASSIGNMENTS

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

2.09 NO GUARANTEE OF WORK

The successful bidder is not guaranteed any minimum amount of work or compensation under a contract awarded as a result of this solicitation.

2.10 CONTRACT TERM

The Contract term shall commence as of a date to be specified in the Contract. The Contractor will provide the services (see Scope of Services Section V) on an as-needed basis for a period of up to three years with the option of two one year renewal options.

2.11 RESERVED

2.12 ELECTRONIC FUNDS TRANSFER

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

may be downloaded from:

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

2.13 AMENDMENT OR CANCELLATION OF IFB

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

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

2.14 BID ACCEPTANCE; DISCUSSIONS

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

2.15 ORAL PRESENTATION

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

2.16 MULTIPLE BIDS

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

2.17 PROTESTS

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

2.18 BID OPENING

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

2.19 REPRESENTATIONS

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

2.20 ORDER OF PRECEDENCE

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

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

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

2.21 VERIFICATION OF REGISTRATION AND TAX PAYMENT

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

<https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Bidder complete registration prior to the bid submissions due date and time. The Bidder's failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award. The Bidder must be in good standing with the State of Maryland to receive a contract award.

2.22 TAX EXEMPTION

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

2.23 SUSTAINABILITY POLICIES

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

2.24 MINORITY BUSINESS ENTERPRISES

Minority Business Enterprises are encouraged to respond to this solicitation.

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

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

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

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

2.24.5 Attachments.

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

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

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

- A. Outreach Efforts Compliance Statement (Attachment D-2);
- B. MBE Subcontractor/Prime Project Participation Certification (Attachment D-3A/3B); and

- C. **A copy of each subcontract agreement, between the apparent awardee and any proposed MBE subcontractor, that the parties intend to enter into contingent upon the MSA's award of the prime contract. The subcontract agreement must contain all necessary terms, including pricing, required for the MBE to perform its proposed work and for the apparent awardee to pay the MBE for its work during the term of the agreement.**
- D. Any other documentation required by the Procurement Officer to ascertain Bidder responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
- D. Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

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

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

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

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

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

SECTION III MINIMUM QUALIFICATIONS

3.01 BIDDER QUALIFICATION FORM

The Bidder must complete and upload a signed Contractor's Experience and Qualifications Form (**Attachment E** hereto) and submit it with its Bid.

3.02 REFERENCES

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

3.03 EXPERIENCE

3.03.1 The Bidder shall have a minimum of three (3) years' experience in providing the services of the type and size required in Section 3 at comparable commercial facilities commercial facilities ("**Experience**"). Bidder shall be able to demonstrate that its experience is comparable to the technical complexity required for MSA's facilities. Experience officially gained by an individual Bidder prior to formation of a formal business entity may be considered when evaluating Bidder's minimum qualifications.

3.03.2 The Bidder shall maintain a current and active State of Maryland trade license issued by the State of Maryland and shall be in good standing. A copy of the license shall be included with the Bid.

3.04 RESERVED

3.05 RESERVED

3.06 CONTRACT AWARD AT MSA'S DISCRETION

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

3.07 SUBSIDIARY ENTITY QUALIFICATION

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

SECTION IV SMALL BUSINESS RESERVE

4.01 SMALL BUSINESS CERTIFICATION

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

Information on the certification process is available at eMaryland Marketplace Advantage and at the Department of General Services Website at

<https://dgs.maryland.gov/Pages/Procurement/index.aspx>

4.02 INELIGIBLE BIDS

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

4.03 CERTIFICATION CONFIRMATION

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

SECTION V SCOPE OF SERVICES

5.01 SCOPE OF SERVICES

5.01.1 The Contractor shall provide all labor, materials*, equipment**, apparatus, scaffolding, ladders, lifts, etc. to perform High Rise Window and Glass Cleaning and Ancillary Services in all identified areas.

Note: Storage is not available all of the time. During the period when the service is being performed accommodations may be made and only with advanced scheduling with the MSA contract manager. **Use of a scissor lift by the contractor to perform some of all of the work must be approved in advance and coordinated with the applicable building manager.**

The work of this contract shall result in crystal clear and streak free windows and glass. Windows or glass that dry with streaks or haze shall be re-cleaned at no additional expense to MSA. Drippings shall be wiped dry.

** The contractor shall be responsible for all disposable/consumable materials (including but not limited to PPE, rags and cleaners, trash bags, gloves, drill bits, drop cloths, drop cloths, saw blades, gasoline, etc.) as required to perform outlined tasks at no cost to MSA.*

***The Contractor shall be responsible for equipment (including but not limited to ladders, all power and hand tools related to the trade and confined space equipment, etc.) as required to perform outlined tasks at no cost to MSA.*

5.01.2 Services to include, but not be limited to:

- 5.01.2.1 Choosing window and glass cleaning materials conducive to cleaning thoroughly and efficiently, based on the location(s) of the windows/glass, how they are framed and what type of glass makes up the windows;
- 5.01.2.2 Removing any hand and foot prints or other markings, to the walls and/or sills, caused by the contractor's employees during the cleaning process;
- 5.01.2.3 Cleaning of all windows, all glass, all framework, all surrounding panels, all windowsills and removal of all foreign substances such as dried dirt, insects, debris, food, tape, decals, etc.;
- 5.01.2.4 Ensuring that service areas are left exactly as they were prior to performing required services in each area. Windows may never be left open. Failure to comply with this request may result in direct costs from MSA for labor required to correct such problems; and
- 5.01.2.5 Using all reasonable means to control the noise level of the equipment in use to prevent disturbances in occupied buildings.

- 5.01.2.6 Providing a quality control report at the completion of work, that shows areas cleaned along with backup documentation, such as before and after photos.

Note: MSA will provide the water and electricity as necessary and limited to the normal water supply in the building or existing outlets respectively.

Window and Glass Cleaning

- 5.01.3.1 All exterior window and glass cleaning services shall be performed from the exterior of the building, with no access into the buildings.
- 5.01.3.2 Windows and glass shall be cleaned by means of a window cleaner's brush or sponge and then dried with a squeegee. Tucker Poles (or similar equipment) are NOT allowed for this project.
- 5.01.3.3 Abrasives or chemicals of any type, which may cause scratching of the windows/ glass or discoloration of the frames, are strictly forbidden.
- 5.01.3.4 Window and glass cleaning services will be performed in public environments where it shall be necessary that the performance of work be conducted in a professional manner at all times. The use of equipment, cleansers, signage and any other materials used in the performance of this contract shall be used in a safe manner to not cause damage to property or persons.
- 5.01.3.5 Squeegees shall not be longer than the width of the window or glass being washed.
- 5.01.3.6 Window and glass cleaning personnel shall observe the requirements of all Federal, State and Local Safety Standards. MSA may request the halt of any unsafe practices observed in carrying out the contracted service. This will in no way relieve the Contractor of complying with the cleaning schedule.
- 5.01.3.7 Prior to start of work, all contractors shall safety check all equipment to verify its conformance with all applicable MOSH and OSHA regulations. MSA reserves the right to request the removal from the work site any equipment it deems does not meet the before mentioned codes or regulations. This will in no way relieve the Contractor of complying with the cleaning schedule.
- 5.01.3.8 No outside window cleaning shall be performed when weather conditions such as rain, high winds, or ice etc., are such that they add to the hazards of the operation.
- 5.01.3.9 Acids of any kind, or in any solution, shall not be used for window cleaning without the prior written approval of MSA. All cleaning solutions must comply with MSA's existing building LEED policies.

5.01.4.0 Hazardous Chemicals. Contractor shall notify MSA prior to using any product containing hazardous chemicals to which MSA employees or the general public may be exposed to. Products containing hazardous chemicals, must be labeled, tagged or marked with the following information:

5.01.4.1 Identity of the hazardous chemical.

5.01.4.2 Appropriate hazard and warning, and

5.01.4.3 Name and address of the chemical manufacturer, importer or other responsible party.

5.01.4.4 Current MSDS must be on the job site at all times.

5.01.5.0 Material Data Sheet. The contractor shall provide a material safety data sheet for any item required to perform required services which contain hazardous chemicals. This information shall be provided with Contractor's response to this IFB and also provided to MSA prior to the start of work or prior to use of any new chemical. Additionally, the Contractor shall make sure the MSDS for any chemical, while in use, on MSA property is readily accessible at each site location it is being used.

5.01.6 Window and Glass Cleaning Frequencies & Schedule:

5.01.6.1 Oriole Park at Camden Yards.

5.01.6.1.1 Exterior windows identified in the Window and Glass Cleaning Areas shall be cleaned two (2) times per year, typically in March and July. The schedule shall be coordinated with MSA.

5.01.6.1.2 Exterior windows may be cleaned one (1) additional time per year, typically in September, in conjunction with the Warehouse and Camden Station regularly scheduled cleanings for playoff games. The cost for this work shall be the same as the March cleaning and shall be included in the Base Scope of Work. The schedule shall be coordinated with MSA.

5.01.6.1.3 Interior windows identified in the Window & Glass Cleaning Areas including seating bowl press windows may be cleaned up to two (2) times per year, typically in March, July, in conjunction with any regularly scheduled exterior window and glass cleaning. The cost for this work shall be included in the Base Scope of Work. The schedule shall be coordinated with MSA.

5.01.6.2 The Warehouse at Camden Yards. Exterior windows and glass identified in the Window & Glass Cleaning Areas shall be cleaned two (2) times per year, typically in March and September. The schedule shall be coordinated with MSA.

5.01.6.3 Camden Station.

5.01.6.3.1 Exterior windows and glass identified in the Window & Glass Cleaning Areas shall be cleaned two (2) times per year, typically in March and July. The schedule shall be coordinated with MSA.

5.01.6.3.2 Interior windows and glass identified in the Window & Glass Cleaning Areas may be cleaned up to two (2) times per year, typically in March and September, in conjunction with any scheduled exterior window and glass cleaning. The cost for this work shall be included in the Base Scope of Work. The schedule shall be coordinated with MSA.

5.01.6.4 M&T Bank Stadium. See Section 5.04 below. Press level glass shall be cleaned before every home football game. Other windows to be cleaned two (2) times per year; August, prior to the first scheduled Ravens pre-season football game and a date to be determined by the Maryland Stadium Authority. Schedule to be coordinated with the Maryland Stadium Authority.

5.02 Computerized Maintenance System. MSA utilizes a computerized maintenance system (CMMS) for scheduling and planning work. The Contractor shall become accustomed with the system in regards to the specific services related to the services. The CMMS number must be on each daily work ticket and included with any billing.

5.03 Ancillary Services.

5.03.1 VIDEOBOARD CLEANING. Oriole Park has two (2) LED videoboards. They include LED modules including shaders (louvers). Cleaning of the videoboards has been performed by window cleaners in bosun's chairs and or extension spray poles utilizing ionized water or drone cleaning utilizing ionized water. Contractors may be asked to provide cleaning services on an as needed basis in accordance with Contractor's unit pricing based upon the following:

Note: The Video Board cleaning does not include the whole structure-only the LED video screens themselves as well as the I-beam channels (pockets) above and between the boards, as this is where the dirt accumulates and the streaks original when water washes it down.

5.03.1.1 In addition to the cleaning instructions enumerated below, the ribbon board underneath the videoboards shall be protected from the water generated by the cleaning operations. The contractor shall also clean the I-beam channels above and between the boards, as this is where the dirt accumulates and the streaks originate.

5.03.1.2 Cleaning Solution. Make a cleaning solution consisting of 3 parts water and one (1) part non-ammoniated cleaner in a bucket; concentration may be lower, follow directions for cleaning product. Simple Green works well. Change the cleaning solution when it gets too dirty.

5.03.1.3 Wet Application. Wet spray videoboard with a garden hose. Fan spray mist (not solid stream) across from top down.

5.03.1.4 Scrub Application. Use a soft bristle brush on a pole (like you would wash your car with). Scrub lightly and overlap horizontally (Caution: Led modules will move if scrubbed too hard). Start at the top and work down.

5.03.1.5 Rinse Application. Lightly rinse off grime and clean horizontally. Start at top and work down in the same manner as the wet spray. Allow to air dry.

5.03.1.6 Work a section at a time with a wet, scrub and rinse application cycle.

5.03.2 LOUVER / FIXED SLAT CLEANING. Contractor may be asked to provide cleaning services on an as needed basis in accordance with Contractor's unit pricing based upon the following:

5.03.2.1 Cleaning Solution. Make a cleaning solution consisting of 3 parts water and one (1) part non-ammoniated cleaner in a bucket; concentration may be lower, follow directions for cleaning products. Simple Green works well. Change the cleaning solution when it gets too dirty.

5.03.2.2 Wet Application. Wet spray louvers with a garden hose. Fan-spray mist (not solid stream) across from top down.

5.03.2.3 Scrub Application. Use a soft bristle brush on a pole (like you would wash your car with). Scrub lightly and overlap horizontally (Caution: Led modules will move if scrubbed too hard). Start at the top and work down.

5.03.2.4 Rinse Application. Lightly rinse off grime and clean horizontally. Start at top and work down in the same manner as the wet spray. Allow to air dry.

5.03.2.5 Work a section at a time with wet, scrub and rinse application cycle.

5.03.3 Construction Window and Glass Cleaning. Contractor may be asked to provide construction window and glass cleaning services on an as needed basis in accordance with Contractor's unit pricing based upon the following. MSA will consider two (2) types of construction cleaning:

5.03.3.1 Type 1 Construction Cleaning. Includes the removal of several types of light construction debris from window and glass surfaces, including plaster, paint, texture, taping, mud, and silicone using special tools, soaps and chemicals without damaging the glass surface, the framework around windows, sills, panels, etc.

5.03.3.2 Type 2 Construction Cleaning. Includes the removal of several types of moderate to heavy construction debris from window and glass surfaces, including, stucco, concrete, and mortar using special tools, soaps and chemicals without damaging the glass surface, the framework around windows, sills, panels, etc.

5.03.4 Contractor may be asked to clean (5) five ribbon boards in the stadium, usually, although not exclusively this request will come prior to the start of the season. Ladders can be used to perform this task on three of the ribbon boards, lifts will be needed on the remaining two.

5.04 M&T Bank Stadium

5.04.1 **-Full Building Cleaning-** For the two (2) full building cleans each year, include gameday/event areas, based on the MSA-provided gameday contractor schedule.

This includes:

- All exterior & Interior of perimeter glass
 - Club Level : Interior (floor protection required):
 - Southeast Escalator Tower (inside and outside)
 - NE, NW, SE, SW Elevator Towers
 - North & South West Offices (300 & 400 levels)
 - Miller Beer Pavillion Glass (exterior, interior, and concourse)
 - Lobbies associated with old escalators (Club level only)
 - Four (4) upper concourse elevator lobbies (interior)

Main concourse elevator lobby interior entrances to concourses are excluded.

5.04.2 **Gameday/Event Cleaning-**This must occur 48 hours prior to a scheduled football game, scheduled Monday night games can be completed the Friday prior;

- Clean all exterior and interior glass surfaces of the Security Command Center (four panes) before each home game.
- Clean all exterior and interior glass surfaces of the Scoreboard Control Room before each home game.
- Clean all Miller Beer Pavillion exterior, interior and concourse- before each home game.
- Clean all exterior and interior glass surfaces of the Blackwing Club/Suites before each home game.
- Clean all exterior and interior glass surfaces of the Press Box before each home game.
- Clean all exterior and interior glass surfaces of three service level club and suite elevator lobbies (main concourse and lower suite level corner glass area without balconies) before each home game.
- The base bid includes cleaning for ten football games.

- Unit prices are required for cleanings needed for other events outside these ten games, according to the MSA's provided gameday contractor schedule.
- Include the Blackwing (Club/Suites), press and coaches booths dividing glass.

- 5.04.3 FUTURE NE & NW BUILDINGS and West Retail Store will be added at a later date
- 5.04.4 Photographs of various M&T Bank Stadium glass have been provided for reference (See Exhibit 1-Three Photographs of M&T Glass.
- 5.04.5 Clean, non-oily cloths are to be used on small panes.
- 5.04.6 The Contractor shall remove the dust and visible dirt from the window shelf ledges when cleaning the windows of the North Atrium High Glass (Interior).
- 5.04.7 Not Used
- 5.04.8 M&T will be providing lifts for the glass cleaning at M&T (inside and outside). The Contractor shall be responsible for providing lift training to its employee at no cost to MSA. M&T will provide one 45 foot boom lift for interior club level glass and one (1) one hundred (100) foot boom lift for perimeter exterior glass. All other glass shall be accessed with Contractor's equipment. The contractor must notify the Operations Manager 72 hours in advance to insure the availability of the lift. Operators must be certified to operate the lift and will be required to sign a waiver.
- 5.04.9 Videoboard Cleaning. M&T has six (6) LED videoboards. They include LED modules. Cleaning of the videoboards has been performed by window cleaners in bosuns chairs and or extension spray poles utilizing ionized water or drone cleaning utilizing ionized water. Contractor may be added to provide cleaning services on an as needed basis in accordance with Contractor's unit pricing based upon the following
- 5.04.9.1 See attached Prismview exterior surface mounted LED Face Cleaning Procedure.
- 5.04.10 Ribbon Board Cleaning. M&T has four (4) LED Ribbon Boards and forty eight (48) Vomitory Ribbon Displays. They include LED modules. Cleaning of the Ribbon Boards has been performed by window cleaners in bosuns chairs and or extension spray poles utilizing ionized water or drone cleaning utilizing ionized water. Contractor may be asked to provide cleaning services on as needed basis in accordance with Contractor's unit pricing based upon the following:
- 5.04.10.1 See attached Prism view exterior surface mounted LED Face Cleaning Procedure.

NOTE: M&T will provide a lift for the interior of club level and exterior of building **ONLY** (not seating bowl, elevator & escalator lobbies interior, video boards, ribbon boards or vomitory boards). The Contractor is required to supply all of its own materials and equipment in all of the other areas listed in the solicitation.

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

5.02 STANDARD OF CARE

5.02.1 The Contractor shall perform the services:

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

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

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

5.03 SITE INVESTIGATION

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

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

5.04 STAFFING AND SUPERVISION

5.04.1 Contractor shall provide a work force sufficient to complete the work as specified.

5.04.2 Contractor’s manager shall have control of all work crews assigned to perform work under the contract and is expected to be on-site during times when work crews are assigned to perform and is to be available to MSA during working hours.

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

5.04.4 MSA reserves the right to determine the crew size that will be working on any project.

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

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

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

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

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

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

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

5.04.11 A Foreman working on the Contract shall have a minimum of three (3) years' experience. Resume must be provided upon request. A minimum of two foremen must be included in this contract to ensure that the awardee is not taxed with multiple projects and only one competent foreman.

5.04.12 Employees and subcontractor(s) whom Bidder proposes to perform work under the contract awarded should have least three (3) years' experience performing landscaping, ground services, irrigation services and snow removal services at commercial facilities that is the same or similar in nature to the requirements under this IFB.

5.05 COORDINATION

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

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

5.06 PERTINENT CONTRACT PROVISIONS

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

SECTION VI HAZARDOUS WASTE

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

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

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

SECTION VII INSURANCE REQUIREMENTS

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

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

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

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

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

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

Commercial General Liability Insurance including all extensions –

\$1,000,000 each occurrence;

\$1,000,000 personal injury;

\$1,000,000 products liability;

\$1,000,000 general aggregate

Business Automobile Liability –

\$1,000,000 each accident

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

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

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

7.01.7 ADDITIONAL INSURED.

MSA, the Baltimore Orioles Limited Partnership, the Baltimore Ravens Limited Partnership and the State of are to be named as additional insured under all coverages except Worker's Compensation, and the certificates of insurance (or certified policies, if requested) must so indicate through inclusion of appropriate endorsement. Coverage afforded under this paragraph shall be primary to any other insurance or self-insurance, whether such other insurance or self-insurance is stated as primary, excess, or contingent, as respects the above additional insured, their elected and appointed officials, agents, and employees.

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

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

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

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

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

SECTION VIII BID REQUIREMENTS

8.01 BID DELIVERY

Bids must be submitted electronically through the Procurement Portal

8.02 RESERVED

8.03 REQUIRED BID SUBMISSION DOCUMENTS

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

- (a) Completed Contractor Experience and Qualification Form (**Attachment E**);
- (b) Completed MBE Form D1A (**Attachment D**);
- (b) Certificate of Insurance (provide a copy of current certificate of insurance showing the types and limits of insurance in effect as of the bid submission date);
- (d) Completed Bid Affidavit (**Attachment B**);
- (e) Completed Small Business Affidavit (**Attachment C**); and
- (f) Completed Conflict of Interest and Disclosure Affidavit (**Attachment F**).

SECTION IX BID EVALUATION AND AWARD

9.01 BID EVALUATION CRITERIA

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

9.02 RECIPROCAL PREFERENCE

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

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

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

9.03 AWARD DETERMINATION

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

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

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

9.04 DOCUMENTS REQUIRED UPON NOTICE OF RECOMMENDATION FOR CONTRACT AWARD

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

- (a) Signed contract,
- (b) Completed Contract Affidavit (**Attachment G**),
- (c) Copy of a current certificate of insurance with the prescribed limits set forth in IFB Section VII “Insurance Requirements,” listing the State as an Additional Insured, if applicable; see IFB Section 7.01.7

SECTION X IFB ATTACHMENTS AND EXHIBITS

ATTACHMENT A – SAMPLE CONTRACT FORM

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

ATTACHMENT C – SMALL BUSINESS RESERVE AFFIDAVIT

ATTACHMENT D – MBE FORMS

ATTACHMENT E – CONTRACTOR EXPERIENCE AND QUALIFICATION FORM

ATTACHMENT F – CONFLICT OF INTEREST AFFIDAVIT

ATTACHMENT G – CONTRACT AFFIDAVIT

ATTACHMENT H – MSA SUSTAINABILITY POLICIES

APPENDIX I – SAMPLE FORMS

EXHIBITS 1 - 6