

Maryland Stadium Authority

333 West Camden Street, Suite 500

Baltimore, Maryland 21201



Invitation for Bids

Sound System Maintenance and Repairs

M&T Bank Stadium

MSA Project No. 25-072

ISSUE DATE: May 30, 2025

DUE DATE: July 15, 2025

KEY INFORMATION SUMMARY SHEET
MARYLAND STADIUM AUTHORITY

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|--|---|
| Issuing Office: | Maryland Stadium Authority |
| Procurement Officer: | John Samoryk Maryland Stadium Authority 333 West Camden Street, Suite 500 Baltimore, MD 21201 Office Phone: 410 333-1560 E-mail: jsamoryk@mdstad.com |
| Contract Administrator: | Joe March, Director, Technical Services Systems |
| Contract Monitor: | Vince Steier, Technical Manager, Facilities |
| Pre-Bid Meeting: Please advise the Procurement Officer in advance if you intend to attend in person. All attendees will be required to present government issued ID in order to enter the building. | June 17, 2025 at 11:00 a.m. In-person attendance is strongly recommended. The meeting will be held at M&T Bank Stadium. Please park in Lot D and enter the building through the media entrance on the south side of the building. You will be directed to the meeting space. There will be a site visit following the meeting. Virtual Meeting Option (if unable to attend in person): Meeting ID: meet.google.com/var-vnxo-fxw Join by phone: (US) +1 219-386-4372 PIN: 960 211 016# |
| Bid Submission | Submissions are exclusively accepted electronically via the Procurement Portal. |
| Bid Submission Due Date & Time | No later than July 15, 2025 at 2:00 p.m. |
| Public Bid Announcement: Call-In Information: | July 15, 2025 at 2:15 p.m. Meeting ID: meet.google.com/jui-jzux-usf Join by phone: (US) +1 602-892-5202 PIN: 113 624 200# |

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SECTION I PROCUREMENT INFORMATION

1.01 SUMMARY

1.01.1 The Maryland Stadium Authority (MSA) is issuing this Invitation for Bids (“**IFB**”), for a highly qualified contractor to provide sound system maintenance and repairs for the sound system M&T Bank Stadium (the “**Services**”).

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

1.02 PROCUREMENT OFFICER

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

1.03 CONTRACT REPRESENTATIVES

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

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

1.04 PROCUREMENT METHOD

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

1.05 EMARYLAND MARKETPLACE (EMMA)

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

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

1.06 PRE-BID MEETING

See time and date on the Key Information Summary Sheet. Additional site visits may be scheduled upon request. Please contact the Procurement Officer to set up a time in advance.

1.07 RESERVED

1.08 QUESTIONS REGARDING THE SOLICITATION

1.08.1 Bidder shall direct all communication regarding this IFB to the Procurement Officer. Submit questions about this solicitation 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.

1.08.2 Answers to all substantive questions that are not clearly specific only to one bidder will be answered through the Public Q&A section on the Procurement Portal and will be visible to all registered vendors.

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

1.09 RESERVED

1.10 SUBMISSION DEADLINE

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

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

1.11 FALSE STATEMENTS

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

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

(1) falsify, conceal, or suppress a material fact by any scheme or device;

(2) make a false or fraudulent statement or representation of a material fact; or

(3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

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

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

1.12 ANTI-BRIBERY

Anti-Bribery. 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

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

SECTION II GENERAL INFORMATION

2.01 DISCLOSURE

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

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

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

2.02 EXPENSES

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

2.03 BIDDER'S AFFIDAVITS

2.03.1 Each Bidder shall complete and submit the Bid/Proposal Affidavit attached hereto as **Attachment 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 C** 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 Sample 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 MINORITY PARTICIPATION.

Minority Business Enterprises are encouraged to respond to this solicitation.

2.08 MULTIPLE CONTRACTS AND ASSIGNMENTS

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

2.09 NO GUARANTEE OF WORK

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

2.10 CONTRACT TERM

The Contract term shall be for a period of three (3) years, with up to two (2) one (1) year renewal options at MSA’s sole and absolute discretion.

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 an exemption. The selected Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (ETF) Registration Request Form. Any request for exemption must be submitted to the State's Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 Vendor Electronic Funds Registration Form may be downloaded from:

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

2.13 AMENDMENT OR CANCELLATION OF IFB

MSA reserves the right to amend the IFB prior to the bid due date and time. Any amendments will be posted to the Procurement Portal. Bidders will be required to acknowledge the receipt of all amendments. MSA will send amendments made after the due date for bids only to those Bidders who submitted a timely bid.

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

2.14 BID ACCEPTANCE; DISCUSSIONS

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

2.15 ORAL PRESENTATION

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

2.16 MULTIPLE BIDS

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

2.17 PROTESTS

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

2.18 BID OPENING

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

2.19 REPRESENTATIONS

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

2.20 ORDER OF PRECEDENCE

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

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

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

2.21 VERIFICATION OF REGISTRATION AND TAX PAYMENT

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

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

2.22 TAX EXEMPTION

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

2.23 SUSTAINABILITY POLICIES

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

2.24 RESERVED

2.25 RESERVED

SECTION III BIDDER QUALIFICATIONS

3.01 BIDDER QUALIFICATION FORM

The Bidder must complete a Contractor's Experience and Qualifications Form, (*see Attachment E* hereto).

3.02 REFERENCES

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

3.03 EXPERIENCE

The Bidder must have a minimum of five (5) years' experience performing sound system services and repair services. Contractor shall demonstrate that its experience is comparable to the technical complexity required for service and repair of such systems at public outdoor sports facilities ("**Experience**"). Bidder shall be able to demonstrate that its experience is comparable to the technical complexity required for this project. Experience officially gained by an individual Bidder prior to formation of the formal business entity may be considered when evaluating Bidder's minimum qualifications. Experience shall include the proven previous ability to facilitate access to all the speakers currently installed in the facility.

3.04 EMPLOYEE AND SUBCONTRACTORS' EXPERIENCE

Employees and subcontractors whom Contractor proposes to perform work under the contract shall also have a minimum of five (5) years' experience performing service and repair of such systems at outdoor sports facilities that is the same or similar in nature to the facilities at CYSC. Upon request, Contractor shall provide a list of the contract team, including resumes for key personnel assigned to work on the contract.

3.05 BUSINESS/TRADE LICENSE

The Contractor shall have and maintain a trade license issued by the State of Maryland. A copy of the license must be included with the Bid.

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

3.07.1 If the Bidder is a subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, experience and other documentation (i.e.

insurance policies, bonds, letters of credit, etc.) used to meet minimum qualifications, shall pertain exclusively to the Bidder.

SECTION IV RESERVED

4.01 RESERVED

SECTION V SCOPE OF SERVICES

5.01 SCOPE OF SERVICES

- 5.01.1 The Contractor shall enter into a service agreement for Sound System Maintenance and Repair Services at M&T Bank Stadium (“M&T”), located at the Camden Yards Sports Complex (“CYSC”).
- 5.01.2 The Contractor will provide a multi-year service contract.
- 5.01.3 This contract will establish service labor rates for all service work as follows:
- A fixed regular hourly rate for on-site repairs and service calls (parts not included), for a lead technician, support technician, and for rappelling labor.
 - A fixed hourly rate for any requested or required software programming, including but not limited to BSS Soundweb and London Architect systems, Dante Controller software, and Crestron systems. All programmers must have received vendor-specific programming certifications for the above software suites.
 - A fixed hourly rate for emergency service calls on-site during off-hours or weekends for a lead technician, support technician and rappelling labor.
 - A fixed hourly rate for event support.
- 5.01.4 The Contractor shall conduct one annual (1) pre-season check of the sound system in each building prior to each NFL season, as well as one (1) mid-season check, as outlined in Parts A and B below.
- 5.01.5 The Contractor shall provide all labor, materials*, equipment**, supplies, freight, supervision and other resources as required to complete the work.

** The contractor will be responsible for all disposable/consumable supplies (including but not limited to PPE, rags and cleaners, trash bags, gloves, solder, cutting blades and discs, drill bits, etc.) as required to perform outlined tasks at no cost to MSA.*

***The Contractor will be responsible for all equipment (including but not limited to golf carts, flatbed carts, ladders, dB meters and other sound measuring equipment, all power and hand tools related to the trade, rappelling and rigging gear, etc.) as required to perform outlined tasks at no cost to MSA. Lift rentals and scaffolding costs shall be pre-approved by MSA and be subject to the 5% subcontracting rate.*

- 5.01.6 All Work shall conform to all applicable manufacturer's specifications in addition to all federal, state, and local code requirements and regulations.
- 5.01.7 The Contractor shall, at MSA's discretion, a.) utilize spare parts and materials supplied by MSA, or b.) provide parts and materials as needed at the pre-established markup rate of a maximum of 15%, including on shipping charges. This is to be billed separately by project or work order. Contractor is to provide all supporting receipts with invoices to confirm the markup.
- 5.01.8 The Contractor must meet all Federal EPA, OSHA, MOSHA, and MDE guidelines.
- 5.01.9 The Contractor shall maintain service vehicles with adequate stock of materials, tools, and equipment to provide sound system maintenance services. A company vehicle must be on site anytime the contractor is on site. No overnight parking is allowed, unless approved by MSA in advance.
- 5.01.10 Standard response to a dispatched work order should be within eight (8) hours to acknowledge the work order and assign the work. The Contractor shall have technicians on site within forty-eight (48) hours to perform the repair.
- 5.01.11 Emergency Response is typically non-scheduled or unplanned work. The Contractor must be able to respond to MSA's request for emergency repairs 24 hours a day, 7 days a week, and respond within two (2) hours of being contacted, and on site within eight (8) hours. The Contractor must provide MSA with emergency contact telephone numbers. The ability to respond when called out for an emergency is a condition of the contract under the Premium Rate, and once the award is made, the inability or failure to respond as needed will be considered as noncompliance with the contract requirements, and could lead to termination of the contract.
- 5.01.12 MSA reserves the right to perform any work called for in this contract by MSA forces or other contractual means.
- 5.01.13 The Owner will specify materials, but may also have the Contractor recommend and/or specify materials as needed.
- 5.01.14 The Owner may elect to negotiate with the contractor lump sum pricing for project work estimated to exceed \$10,000.00. All lump sum projects are subject to the prior written authorization of the Procurement Officer.
- 5.01.15 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 DESCRIPTION OF WORK

5.02.1 PART A -Sound System Inspection – M&T Bank Stadium

The Scope of Work for the pre-season annual maintenance check at M&T Bank Stadium is as follows:

- 5.02.1.1 Contractor to perform a physical check of all amplifiers, speakers, distribution equipment and emergency paging equipment. This includes energizing the system, passing a signal through the amplifiers and verifying the system has output to all areas. Contractor is to perform any standard preventative maintenance recommended by the manufacturers of the equipment included in the system, and follow the preventative maintenance tasks issued by the Owner.
- 5.02.1.2 Contractor is to ensure that all sound system-related audio and audio control equipment in the Audio Booth, the Rack Room (Press Level), the four (4) amplifier rooms on the Lower Suite Level and the four AV rooms on the Club Level are clean and free of dust. Contractor is to clean/vacuum system equipment and equipment filters as necessary.
- 5.02.1.3 Contractor is to perform a physical inspection of all speakers. This should include a check of the condition of all cabinets and enclosures, including seals and gaskets.
- 5.02.1.4 Contractor is to verify settings and functionality of the digital signal processing (“DSP”) control system including compressor, equalizer, distribution amplifier and delay settings.
- 5.02.1.5 Contractor is to:
 - 5.02.1.5.1 Check the performance and operation of speakers individually by amplifier zone from the closest standard height listening area, both electronically and by ear.
 - 5.02.1.5.2 Inspect and sweep all speaker cabinets to verify structural integrity, proper sonic frequency performance and appropriate signal level.
 - 5.02.1.5.3 Verify the complete system and note any deficiencies.
- 5.02.1.6 Contractor is to annually perform a full system balancing, and confirm using test signals and appropriate electronic measurement by zone that acoustical sound levels and pre-amplification settings are meeting the latest design specifications and intelligibility standards (or any updated standards provided by MSA), and that all zones work in concert.

- 5.02.1.7 Any variations from the provided standards require the approval of MSA before the changes can be implemented. Contractor is required to provide and maintain a log of all changes, in a manner always accessible to MSA.
- 5.02.1.8 If deficiencies are noted and as authorized by MSA, Contractor is to electronically balance acoustical sound levels and pre-amplification settings by amplifier zone. Any setting changes must be saved to a unique file name following the naming standard as established by MSA, and any old system files moved to an "Archive" folder. Any other deficiencies not resolved by software changes should be reported to MSA.
- 5.02.1.9 Contractor is to test and inspect the emergency paging system, ensuring that the system functions as designed from Security Base in the Service Level.
- 5.02.1.10 Contractor is to verify the operation of the stadium's hearing assist system using Stadium's receiver units.
- 5.02.1.11 Contractor is to confirm functionality of backup files and perform a thorough check of the backup systems and settings during pre-season and mid-season checks. Test all sources and destinations for proper redundancy on the backup system, with the amplifiers on and speakers functioning.
- 5.02.1.12 Contractor is to submit a comprehensive written assessment on the survey findings. Please indicate all deficiencies found and adjustments made. Note any deficiencies that are not correctable electronically and/or that are a result of physical failures.
- 5.02.1.13 Contractor is to schedule and conduct repairs of all noted deficiencies of the sound system as dispatched by MSA, under the terms in **PART C** below.
- 5.02.1.14 Pre-season sound system check must be completed at least twenty (20) business days prior to each season's first NFL home game. The Mid-Season sound system check must be performed and completed as scheduled by MSA, and will generally occur in a natural break in the schedule approximately midway through the season.

The Scope of Work for the mid-season annual maintenance check will include only the following items listed above: (5.02.1.1), (5.02.1.2), (5.02.1.4), (5.02.1.5), (5.02.1.7), (5.02.1.8), (5.02.1.9), (5.02.1.10), (5.02.1.11), (5.02.1.12) and (5.02.1.13).

Costs for these inspections should be calculated as a flat rate per inspection as included in **Part B** of the Bid Form.

5.02.3 PART C - Service & Maintenance Obligations

This section is intended to establish hourly rates for services for the repairs needed to the sound systems in each building during the term of this contract.

The Scope of Work for the Sound System Repair Contract is as follows:

- 5.02.3.1 Contractor to perform repairs to existing speakers at the stadium, as determined from the annual pre-season and mid-season checks each year, or as needed during the year, as dispatched by MSA. Contractor shall have a work plan for access and service and if necessary, removal, to be approved by MSA, for each speaker type in the building.
- 5.02.3.2 Contractor is to provide experienced and certified riggers and rigging equipment as necessary to assist the contractor's technicians with repairs. Contractor shall provide all lifts, winches, pulleys, scaffolding, etc. to access and service the speakers. Rental equipment for this purpose is subject to the 10% markup rate.
- 5.02.3.3 After each repair, the Contractor is to check the performance and operation of speakers individually by amplifier zone from the closest standard height listening area, both electronically and by ear. Re-inspect and sweep the speaker cabinets to verify structural integrity, proper sonic frequency performance and appropriate signal level. Perform adjustments in software as needed after each repair to restore the system to original specifications.
- 5.02.3.4 MSA reserves the right to use the quoted service labor rates for new work or improvements as needed, on small projects. Materials markup costs for similar work would also apply. MSA reserves the right to request separate quotes for special projects outside of the contract using the contracted rates, and/or refer the Contractor to our stadium partners for pricing of certain projects, with advance MSA approval.
- 5.02.3.5 During the contract term, utilizing the contracted rates, the Contractor is expected to provide phone support to MSA within one (1) hour or better, and on-site response to all calls within twenty-four (24) hours or better, including (at contracted premium rates) weekends, evenings or holidays.
- 5.02.3.7 Contractor is to provide programming support rates for software changes and additions to the control software and any remote control panels. As indicated in the minimum qualifications, the Contractor is expected to provide technicians certified in the software packages in use in the Facility, including but not limited to BSS Audio Architect software, Crestron programming, Dante programming and or any other audio control software suite in use in the facility. Contractor should have technicians on staff experienced with programming managed network switches that are part of the sound system.

Costs for this labor will be calculated using formulas in PART C of the Bid Form.

5.02.4 PARTS D and E - Event Rates

- 5.02.4.1 The Contractor is to provide an hourly event support rate for Ravens games and any other event as designated by MSA.
- 5.02.4.2 A standard event support shift is eight (8) hours per event.
- 5.02.4.3 Standard event support is two (2) two technicians per event, though the level of event support shall be determined in advance of the event by MSA. MSA to provide event parking and credentials as needed.
- 5.02.4.4 Most events are during premium hours – evenings and weekends. It is to the discretion of the Contractor to factor this into the bid when determining the event labor rate, but there will **not** be separate straight time/premium time rates solicited.
- 5.02.4.5 For event support shifts six (6) hours or longer, a mandatory half-hour of unpaid lunch is required to be taken by the Contractor's event support personnel. This should be noted on all work tickets that the Contractor is required to submit for the event.

Costs for this labor will be calculated using formulas for a number of projected annual events in PARTS D & E of the Bid Form.

5.03 STANDARD OF CARE

- 5.03.1 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.
- 5.03.2 All work shall conform to all applicable manufacturer's specifications.
- 5.03.3 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.

5.04 SITE INVESTIGATION

- 5.04.1 By submitting a bid, the Contractor 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. **This includes evaluating and having a plan for access to all the MSA-owned speakers covered under this contract, including but not limited to light tower speakers or mounted to the Upper Deck facade.**

- 5.04.2 The Contractor 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.

5.05 STAFFING AND SUPERVISION

- 5.05.1 Contractor shall provide a work force sufficient to complete the work as specified.
- 5.05.2 Contractor's manager shall have control of all work crews assigned to perform work under the contract and is not expected to be on-site all the time when work crews are at the CYSC and is to be available to MSA during working hours.
- 5.05.3 MSA will determine which labor category shall apply for work or services provided under the Contract. The Contractor may be requested to make a recommendation based upon the particular requirements of any given project.
- 5.05.4 MSA reserves the right to determine the number of people (crew size) and labor category working on any project or providing services under the Contract.
- 5.05.5 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.
- 5.05.6 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.

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

- 5.05.8 Contractor's supervisors/project managers/mechanic must be able to read, write, speak and comprehend the English language fluently.
- 5.05.9 The Contractor's staff on-site must log in and out at the respective facilities office contractor log-book.
- 5.05.10 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.
- 5.05.11 Contractor must get MSA's prior approval in writing for any subcontracting work and cost. All subcontracted work by the primary contractor will be reimbursed at cost plus 10%. The contractor must present the subcontractor's receipt showing the cost.

5.06 COORDINATION

- 5.06.01 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)
- 5.06.2 There may be meetings on-site between the Contractor and Contract Monitor to certify the accomplishment of work. Any specific problem area which does not meet the contract requirement set forth herein shall be called to the attention of the Contractor along with the action required to satisfy the requirements.

5.07 PERTINENT CONTRACT PROVISIONS

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

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

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

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

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

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

SECTION VIII BID REQUIREMENTS

8.01 BID DELIVERY AND PACKAGING

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 included with the Bid:

- (a) Completed Contractor Experience and Qualification Form (**Attachment E**). .
- (b) Copy of Trade License;
- (c) Sample 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/Proposal Affidavit (**Attachment B**); and
- (e) Completed Conflict of Interest and Disclosure Affidavit (**Attachment F**)

8.04 RESERVED

8.05 LEGAL ACTION SUMMARY

8.05.1 Bidder shall provide the following:

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

SECTION IX BID EVALUATION AND AWARD

9.01 BID EVALUATION CRITERIA

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

9.02 RECIPROCAL PREFERENCE

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

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

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

9.03 AWARD DETERMINATION

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

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

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

9.04 DOCUMENTS REQUIRED UPON NOTICE OF RECOMMENDATION FOR CONTRACT AWARD

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

- (a) Signed contract (**Attachment A**).

- (b) Completed Contract Affidavit (**Attachment C**).
- (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; see IFB Section 7.01.7.

END OF SOLICITATION

IFB ATTACHMENTS AND APPENDICES

ATTACHMENT A – Sample Contract

ATTACHMENT B – Bid Affidavit

ATTACHMENT C – Contract Affidavit

ATTACHMENT D – Reserved

ATTACHMENT E - Contractor Experience and Qualifications Form

ATTACHMENT F – Conflict of Interest and Disclosure Affidavit

ATTACHMENT G – MSA Sustainability Policies