

VOLUME I OF II

MAA-SV-19-004

**Airport Ambassador Services at
Baltimore/Washington International Thurgood
Marshall Airport**



**MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND AVIATION ADMINISTRATION
September 12, 2018**

CONTRACT NO. MAA-SV-19-004
AIRPORT AMBASSADOR SERVICES AT BALTIMORE/WASHINGTON
INTERNATIONAL THURGOOD MARSHALL AIRPORT

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I. GENERAL INFORMATION

GI-1.01 CONTRACT SUMMARY

ITEM	DESCRIPTION
Contract Title	Airport Ambassador Services at Baltimore/Washington International Thurgood Marshall Airport
MDOT MAA Contract Number	MAA-SV-19-004
Invitation for Bids (IFB) Issue Date	September 12, 2018
Applicable Provisions	MDOT Terms & Conditions for Services July 1997 as amended
Provisions for Federal Aid Applicable	YES () NO (X)
MBE Subcontractor Participation Goal	0%
Veteran-Owned Small Business Enterprises Goal	0%
Small Business Reserve	YES () NO (X)
Project Location	BWI Marshall Airport (X) – MTN Airport ()
Contract IFB/Specifications Cost	Complimentary
Contract Duration	Three (3) Plus (2) Years
Pre-Bid Conference	September 26, 2018, 2:00:00 P.M., local time Maryland Aviation Administration Office of Procurement 7001 Aviation Blvd, Glen Burnie, MD 21061 Potomac River Conference Room
IFB Inquiry Period (Questions must be written and sent via mail, facsimile or email)	October 3, 2018, 4:00:00 p.m., local time FAX: 410-694-6290 avadasz@bwiairport.com
Bids Due No Later Than	October 17, 2018, 11:00:00 a.m. local time Maryland Aviation Administration Office of Procurement 7001 Aviation Boulevard Glen Burnie, MD 21061
Bid Opening Date/Time	October 24, 2018, 2:00:00 P.M., local time Maryland Aviation Administration Office of Procurement 7001 Aviation Boulevard Glen Burnie, MD 21061

GI-1.02 INVITATION FOR MULTI-STEP SEALED BIDS

Sealed Bids for the Maryland Department of Transportation Maryland Aviation Administration (MDOT MAA) titled **Airport Ambassador Services at Baltimore Washington International Thurgood Marshall Airport** as found in **Contract No. MAA-SV-19-004** shall be submitted to the MDOT MAA's Office of Procurement, 2nd floor, 7001 Aviation Boulevard, Glen Burnie, Maryland, 21061, until **11:00:00 a.m.**, local time, October 17, 2018. **Positively no bids shall be received after 11:00:00 a.m.**

All responsive bids submitted on October 17, 2018 by 11:00:00 AM, local time, meeting the minimum qualification will be publicly opened and read aloud at 2:00 PM, local time, October 24, 2018 at 7001 Aviation Boulevard, Glen Burnie, MD 21061 in the Potomac River Conference Room.

NOTICE TO BIDDERS: Use of UPS, U.S. Mail or other delivery services may delay delivery. Bids sent by U.S. Postal Service should be sent to MDOT MAA, P.O. Box 8766, BWI Marshall Airport, MD 21240-0766, Attention: Agnes Vadasz, Office of Procurement, MAC Building. Late bids, late request for modifications or late requests for withdrawal will not be considered. U.S. Postal Service mail is not received at the MAC Building. Hand or Commercial Delivery is recommended, and should be delivered to Office of Procurement, 2nd floor, 7001 Aviation Boulevard, Glen Burnie, Maryland, 21061. MDOT MAA is not responsible for bids received late and shall not accept any bids that are late no matter how transmitted (i.e. U.S. Postal Service, delivered by commercial delivery, or hand delivered, etc.)

It is MDOT MAA's intent to make a single award from the contractors submitting a bid based on the minimum requirements established in Section I of the Bid Forms in this IFB. To be responsive, bids must state full, accurate, and complete information as required by this Invitation for Multi-Step Sealed Bids.

Note: When submitting a bid, the Bid Forms (Volume II) must be submitted in a separate and sealed envelope.

The award of this contract shall be made to the responsible bidder whose responsive bid meets the requirements set forth in this IFB and presents the lowest bid. The award of this contract shall be made to the lowest responsible bidder whose responsive bid meets the requirements set forth in this IFB and presents the lowest bid.

This Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

Bid Bond: When submitting a bid in response to this Invitation for Bid, a bidder must submit evidence from its bonding company of the bidder's ability to be bonded for a minimum amount of \$100,000.

Performance Bond will be required from the successful contractor(s) on this contract. A Performance Bond (Volume II. Section I. D) in the amount of fifty percent (50%) of the annualized budgeted cost is required of the successful Bidder. Assistance in obtaining the Bid and Performance bonds may be available to qualifying businesses through the Maryland Small Business Development Financing Authority (MSBDF).

NOTICE TO BIDDERS: Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration shall be granted for any alleged misunderstanding of the material to be furnished or work to be done. The submission of a bid is an agreement with all of the items and conditions referred to herein.

The IFB should be downloaded from <https://emaryland.buyspeed.com/bs/>. However, the IFB may be reviewed at the MDOT MAA Office of Procurement, 7001 Aviation Boulevard, Glen Burnie, MD 21061.

A Pre-Bid Meeting shall be held at **2:00:00 p.m. on September 26, 2018**, for interested bidders. Please assemble at the MAC Building, Potomac River Conference Room, 7001 Aviation Blvd, Glen Burnie MD 21061. Attendance at this meeting is not mandatory but recommended.

If any prospective bidders are physically impaired and are planning to attend the Pre-Bid Conference or Bid Opening Meetings, please call ahead at least five (5) days in advance to 410-859-7081 to advise of any reasonable accommodations required.

Each Bid Submittal Form (Volume II Section I. A) must be accompanied by the Bid/Proposal Affidavit (Volume II Section I. B).

The MDOT MAA hereby notifies all bidders that in regard to any contract entered into pursuant to this advertisement, certified MDOT Minority Business Enterprise (MBE) firms shall be afforded full opportunity to submit bids in response to this notice and shall not be subjected to discrimination on the basis of race, color, sex, or national origin in consideration for an award. MBE firms are encouraged to respond to this solicitation notice.

There is no Minority Business Enterprise goal set for this procurement.

NOTICE TO BIDDERS: A Prospective Bidder that has received this document from a source other than <https://emaryland.buyspeed.com/bs/>, or the MDOT MAA Office of Procurement should go to <https://emaryland.buyspeed.com/bs/>, for any changes or additional materials related to this IFB.

In accordance with the Code of Maryland Regulations (COMAR) 21.05.02.16, to receive a contract award, a Bidder must be registered on eMaryland Marketplace as a vendor. To register on eMaryland Marketplace, go to the Department of General Services Website at <https://emaryland.buyspeed.com>.

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland. This includes the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

The Bidder agrees to accept payments by electronic funds transfer, for Contracts with a value of \$200,000 or more, unless the State Comptroller's Office grants an exemption. Questions regarding electronic funds transfers should be referred to the Office of the Comptroller, General Accounting Division, 80 Calvert Street, Room 200, Annapolis MD 21401; 410-260-7820; or compnet@comp.state.md.us.

The MDOT MAA reserves the right to reject any and all bids if in its judgment, the interest of the MDOT MAA may so require. The sole point of contact for the purposes of this IFB is the Procurement Administrator Agnes Vadasz, (410) 859-7440 avadasz@bwiairport.com and the Procurement Officer for this contract is listed at the address shown below. Failure to comply with this requirement may result in an Offeror being disqualified from further consideration.

Lynda Warehime
Manager, Architectural/Engineering & Services
Office of Procurement
Maryland Aviation Administration
(410) 859-7331; 410-694-6290 (fax)
lwarehime@bwiairport.com

GI-1.03 INSTRUCTIONS TO BIDDERS

A. General:

1. There will be a two (2)-step process for awarding this project, MAA-SV-19-004, Airport Ambassador Services at Baltimore/Washington International Thurgood Marshall Airport. The first step will be evaluation of the Experience/Qualifications, Envelope A, of the firms that are bidding. The second step will be to publicly open the bids, Envelope B, of those bidders whose Experience/Qualifications submissions are determined to be acceptable.
2. This request for bids does not commit the MDOT MAA (Administration) to award a contract. The Administration reserves the right to reject any and all bids or to request additional information from any source or sources considered qualified.
3. To be responsive, bids must state full, accurate, and complete information as required by the Invitation for Multi-Step Bids.

B. Submission of Bid:

1. Bids shall be submitted in two (2) separate envelopes. Both envelopes shall be clearly marked with the Bidder's name and address. Each envelope labeling and contents shall be as follows:

a. Envelope A – Experience/Qualifications Submission:

- i) Label: Envelope A – Experience/Qualifications for Contract MAA-SV-19-004, Airport Ambassador Services at Baltimore/Washington International Thurgood Marshall Airport.
- ii) Contents: Complete documentation responding to the “Experience/Qualifications” requirements,” Volume II – Section I. C, and all necessary back-up documentation to support each answer for MAA-SV-19-004, Airport Ambassador Services at Baltimore/Washington International Thurgood Marshall Airport. Furnish four (4) copies of the signed Experience/Qualifications Submittal and required documentation. This Experience/Qualifications portion of the bid shall become a binding part of the successful bidders’ contract.

b. Envelope B – Bid Submission:

- i) Label: Envelope B - Bid Price for Contract MAA-SV-19-004, Airport Ambassador Services at Baltimore/Washington International Thurgood Marshall Airport.
- ii) Contents: Includes Bid/Proposal Affidavit; Bid Submittal Form; and Living Wage Affidavit of Agreement.
- iii) Furnish one (1) original of the Bid Documents and four (4) copies containing the above information. The bid shall become a binding part of the contract.

2. Identification of Bids:

- a. It is important that bids be properly identified so as to preclude opening by unauthorized personnel.
- b. Sealed Envelopes containing the two (2) separate responses to the solicitation should be labeled in the lower right hand corner.

3. Addressing Bids:

- a. It is the responsibility of each bidder to assure that the Bid Submission is received by the Administration by the time specified in the Notice to Contractors. Any Bid received after the time specified will be returned to the bidder unopened.
- b. Bids **must be received no later than October 17, 2018@ 11:00:00 A.M. Local Time**, at the Maryland Aviation Administration, Office of Procurement, 7001 Aviation Boulevard, Glen Burnie, MD 21090, to be considered.

<p>Mail responses to:</p> <p>Maryland Aviation Administration Attn: Agnes Vadasz Office of Procurement P.O. Box 8766 BWI Airport, MD 21240-0766</p>	or	<p>Hand Delivery or Commercial Delivery of responses to:</p> <p>Maryland Aviation Administration Attn: Agnes Vadasz Office of Procurement 7001 Aviation Boulevard Glen Burnie, MD 21061</p>
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4. Bid Evaluation:

- a. All bid packages received by the deadline will be reviewed, accepted or rejected as indicated here. In the review process, the Administration may request additional technical assistance from any source.
- b. The bid packages will be reviewed in two sequential steps. In the first step only “Envelope A” of the bid package will be reviewed, resulting in a bid evaluation classification of either “acceptable” or “non-acceptable”. Subsequently, and at the announced time and date, Envelope “B” of those bidders determined as “acceptable” will be publicly opened and read aloud.

The MDOT MAA review of Envelopes A and B will be as follows:

- 1) Opening and review by MDOT MAA will determine compliance or lack of compliance with the bid package Experience/Qualifications requirements indicated in sub-subparagraph B.1.a above. The results of Envelope A – Experience/Qualifications Submission contents review will be the classification of each bidder as “acceptable” or “non-acceptable.” To be qualified as “acceptable,” the bidder shall:

a) Provide a response to all required sections of Volume II – Section I. C, Experience/Qualifications and include in the Experience/Qualifications Submission. Bidder shall provide all of the requested Experience/Qualifications in sufficient detail to enable MDOT MAA to confirm bidder’s Experience/Qualifications and bid acceptableness for each one of the items of the “Experience/Qualifications.”

b) Review of Envelope A – Experience/Qualifications Submission:

The MDOT MAA will evaluate the Experience/Qualifications submitted to determine if it is acceptable or unacceptable. In making such a determination, the MDOT MAA shall consider whether a bidder has met the “Contractor Qualifications” set forth in **TP-1.03**. The MDOT MAA may meet with or otherwise contact any or all bidders to identify deficiencies, which must be corrected in order to meet the Experience/Qualification Requirements. After evaluation of the initial and supplemental information, the MDOT MAA shall determine whether the bidder is acceptable or non-acceptable. Each bidder will be notified in writing of its acceptable or non-acceptable Experience/Qualifications. Envelope A will not be publicly opened.

c) Opening of Envelope B – Bid Price:

The Envelope B package of the “acceptable” bidders will be publicly opened at the time to be stated in the Contract Summary, **GI-1.01**. MDOT MAA will determine which bidders have the lowest bid price considering all base bids, allowances and add-alternates. MDOT MAA will not open the Envelope B packages belonging to those bidders deemed “non-acceptable” by MDOT MAA; these packages will be returned unopened to their originators.

5. Confidentially:

a. Bidders must specifically identify those portions of their bids, if any, which they deem to contain confidential, proprietary, commercial, or financial information or trade secrets and must provide justification why such materials, upon request, should not be disclosed by the State under the Maryland Public Information Act, Section 10-611, et seq., of the State Government Article of the Annotated Code of Maryland. Portions of proposals identified as confidential or proprietary shall be readily separable from the bid in order to facilitate any public inspection of the non-confidential portion of the bid after award of the contract.

GI-1.04 CONDITIONS GOVERNING THE PROCUREMENT

A. Explanation of Events

1. Pre-Bid Meeting. A Pre-Bid Meeting shall held **September 26, 2018 at 2:00:00 P.M. local time**, for interested Offerors. Please assemble in the Potomac River Conference Room, 7001 Aviation Boulevard, Glen Burnie MD 21061.
2. Bid/Offer Inquiries. Bidders having questions about this IFB and any aspect of the project should submit them in writing via mail, facsimile, or preferably e-mail, to the Procurement Administrator no later than **October 3, 2018, 4:00:00 p.m., local time**. All written questions received will become part of the IFB process and answered in writing. The questions and answers will be distributed, in the form of an addendum, to all entities on the Bidders plan-holders' list maintained by the MDOT MAA's Office of Procurement.

NOTE: Each Bidder, prior to submitting an offer, shall become fully informed as to the extent and character of the work involved.

3. IFB Amendment(s) – Any clarification, interpretation, or change to the IFB or contract documents by the MDOT MAA will be made by written addenda and will be provided via <https://emaryland.buyspeed.com/bs/>. The MDOT MAA is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addenda. Any addenda so issued will be considered a part of this IFB document. The Issuing Office, at its sole discretion or wherever stated in this IFB, may use facsimile transmission (“FAX”) or email for the issuance of revisions, addenda or amendments.

Addenda should be acknowledged via the addenda acknowledgment form. Failure to acknowledge receipt of addenda does not relieve the Bidder from complying with terms of any such amendments.

4. Clarifications/Discussions. Bids will be reviewed for conformance to the IFB requirements. The State reserves the right to cancel this IFB; 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 or potentially qualified Bidders in any manner necessary to serve the best interest of the State. In either case of holding discussions or not doing so, the State may determine a Bidder to be not responsible at any time after the initial closing date for receipt of bids and the review of those bids.

5. Recommended Award. The Procurement Officer intends to recommend award of the Contract to one (1) Bidder (responsive and responsible) whose bid meets the requirements set forth in this IFB and presents the lowest bid.
6. Contract Formation. The selected Bidder submits the required contract documents, for approval by the MDOT MAA prior to Contract award, and executes the Contract by the date set by the MDOT MAA. Execution of the Contract is acceptance by the Contractor of all contractual terms and conditions as referenced in this IFB and accompanying Contract documents.
7. Authority to Award/Notice to Proceed. Execution of the resultant contract and its effectiveness are subject to the approval of the Maryland Department of Transportation and the Maryland Board of Public Works. After all approvals required by State Procurement Law (State Finance and Procurement Article of the Annotated Code of Maryland) and State Procurement Regulations, COMAR Title 21, are obtained, a written Notice to Proceed will be issued to the successful Bidder/Contractor(s) to commence Contract services.

B. Conditions of Commercial Nondiscrimination

The following provisions are mandatory for all State contracts and subcontracts:

1. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Maryland Aviation Administration, in all sub-contracts.

2. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

GI-1.05 GENERAL REQUIREMENTS

- A. The General Requirements section contains, but is not limited to, specific information about the process and conditions under which this IFB is issued, and conditions concerning how the project will be completed.
 1. This request for bids does not commit the MDOT MAA to award a contract. The MDOT MAA reserves the right to reject any and all bids or to request additional information from any source or sources considered qualified. In addition, notice is given hereby of the possibility that award may be made without discussion of the bid; therefore, bids must be submitted initially at the most favorable terms.
 2. It is MDOT MAA's intent to make a single award from the bidders submitting a bid based on the minimum requirements established in Section I. C of the Bid Forms in this IFB. Bids must state full, accurate, and complete information as required by the Invitation for Multi-Step Bids.
 3. The terms of this contract shall be three (3) years with a two (2) year renewal option after receipt of Notice to Proceed.
- B. Requests for extensions of the bid submittal date and time of **October 17, 2018, 11:00:00 a.m. local time** will not be granted. Any late bids, late request for modification, or late

request for withdrawal will not be considered. Oral, fax, telegraphic, e-mail, or mailgram proposals shall not be accepted. Offerors submitting bids by mail or commercial delivery service should allow sufficient mailing and delivery time to ensure timely receipt at the Administration. U.S. Postal Service mail is received in a different location than that designated for receipt of bids. It is recommended that bids be hand-delivered to the Issuing Office. The Administration is not responsible for late bids, no matter how delivered.

- C. Use of Electronic Versions of this IFB – This IFB may be available by electronic means. If accepted by such means, the Bidder acknowledges and accepts full responsibility to ensure no changes are made to the IFB. In the event of conflict between a version of the IFB and in the Bidder’s possession and the version maintained by the MDOT MAA, the version maintained by the MDOT MAA shall govern.
- D. Joint Venture Bidders. Only one (1) Bid will be accepted from a joint venture. Additionally, a firm will not be permitted to submit as part of more than one (1) joint venture for the same project advertisement. If the Bidder is a joint venture firm, the Bidder must provide all identification information for all parties and all requirements for all parties (i.e. licenses, insurance, etc.) as requested. As part of the bid submission, the Bidder must identify the percentage partnership for each joint venture party, the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this IFB. If the selected Bidder is a joint venture, all joint venture parties will be held responsible for the contract obligations separately and severally.
- E. Statistical Information – Any statistical information contained in this IFB is for general guidance for proposing firms only. The MDOT MAA is not responsible for any inaccuracies, interpretations, or changed conditions affecting said data.
- F. Protests/ Disputes – Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10, Administrative and Civil Remedies.
- G. Duration of Offer – Bids submitted in response to this IFB are irrevocable for 90 days following the closing date of bids. This period may be extended at the Procurement Officer’s request with the Bidder’s written agreement.
- H. Pre-Opening Modification or Withdrawal of Bids – Bids may be modified or withdrawn by written notice received in the office designated in the IFB before the deadline for receipt of bids.
- I. Late Bids, Withdrawals, and Modifications – Any offer, withdrawal, or modification received after the established due date and time at the place designated for receipt of bids is late and will not be considered.

- J. Incurred Expenses – The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to submitting a Bid in response to this solicitation.
- K. Economy of Preparation – Bids should be prepared simply and economically, providing a straightforward, concise description of the Bids to meet the requirements of this IFB.
- L. Ownership of Bids – All documents submitted in response to this IFB shall become the property of the MDOT MAA and the State. All Bidders submitting bids grant to the State a non-exclusive right to use, or cause others to use, the contents of the experience/qualifications offer, or any parts thereof, for any purpose, except as noted below. Bids will not be returned to Bidders, except as noted below. However, any experience/qualification or user documentation submitted with the bids of non-selected Bidders shall be returned, upon request, after award of the Contract.
- M. Disclosure of Bids – The contents of bids will be kept confidential in accordance with COMAR 21.05.03.02G. (2). After Contract award, proposals shall be open to public inspection subject to the provisions of State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland (Public Information Act.)
- N. Access to Public Records Act Notice - An Bidder should give specific attention to the clear identification of those portions of its offer that it considers confidential, proprietary commercial information, or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the annotated Code of Maryland. Bidders are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed.
- O. Prime Bidder’s Responsibilities – The MDOT MAA will consider the selected Bidder to be the sole point of contact and shall be responsible for all work performed under any Contract resulting from this IFB, including services provided by proposed subcontractors. The MDOT MAA will contract with the prime contractor only.
- P. Confidentiality - All information received by the Contractor from the MDOT MAA or generated by the Contractor performing services under the Contract resulting from this IFB shall be kept confidential. All data, analyses, and reports become the sole property of the MDOT MAA upon completion and submission of the reports following each inspection and may only be used by the Contractor in performance of this (and/or follow-on) Contracts, unless granted the express written permission of the MDOT MAA. Contractor may be required to affirm this.

- Q. Verification of Registration and Tax Payment – Before a corporation can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, MD 21201. It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of bids. A Bidder's failure to complete registration with the Department of Assessments and Taxation may disqualify and otherwise successful Bidder from final consideration and recommendation for Contract award.
- R. The Offeror agrees to accept payments by electronic funds transfer, for contracts with a value of \$200,000 or more, unless the State Comptroller's Office grants an exemption. Questions regarding electronic funds transfers should be referred to the Office of the Comptroller, General Accounting Division, 80 Calvert Street, Room 200, Annapolis MD 21401; 410-260-7820; or compnet@comp.state.md.us.
- S. Reciprocal Preference – Although Maryland law does not authorize procuring agencies to favor a resident Bidder in awarding procurement Contracts, many other States grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Bidder whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this IFB is in another State submits the most advantageous offer; the other State gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement Contract. The preference given shall be identical to the preference that the other State, though law, policy, or practice give to its residents.
- T. E-Verify Program – The E-Verify Program is an Internet-based system operated by the U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). The E-Verify program is a free program that allows employers to electronically verify the employment eligibility of all newly hired employees, both U.S. citizens and non-citizens. To participate in the program, you can register online at <https://www.vis.dhs.com/EmployerRegistration>. Additional information is also available at the E-Verify website at www.dhs.gov/E-Verify, or by calling the E-Verify program at 1-888-464-4218.
- U. eMaryland Marketplace - In order to receive an award, a vendor must be registered on eMaryland Marketplace. To register, go to www.emaryland.buyspeed.com.
- V. Cancellation. The State reserves the right to cancel this IFB, or accept or reject any and all Bids, in whole or in part, received in response to this IFB.

- W. The MDOT MAA assumes no monetary obligations for preparation of bids or for bid expenses hereunder. All bid documents will become the property of the administration and will not be returned to offerors.

II. TECHNICAL PROVISIONS

TP-1.01 General Scope of Work

- A. The Contractor shall provide professional, reliable and effective contractual staff for the MDOT MAA or MAA hereinafter “Administration”, at Baltimore/Washington International Thurgood Marshall Airport (BWI Marshall). At BWI Marshall, the bidders shall monitor and provide customer service to the Airport’s passengers departing out of BWI Marshall by managing the queue volume at the four security checkpoints operated by the Transportation Security Administration (TSA) located on Concourses A, B, C and D/E, as well as provide operational support, and terminal inspections for the Office of Airport Operations in accordance with these specifications.
- B. The Administration shall have the unilateral right to order, in writing, changes in the work within the scope of the contract in accordance with General Provisions clause "Changes".
- C. The term “Administration” is used through these specifications and means the MDOT MAA’s Contract Administrator or a designee, or other management personnel. The phrases “the Contractor shall provide” “at no additional cost to the Administration” means that there shall be no separate line item for compensation and that the cost shall be factored into any unit cost as stated in the specifications.
- D. The Contractor shall be required to provide Bid Guarantee and Performance Bond as per **GI-1.02**. As bonding affects the amount of any bid all Contractors shall read these provisions.
- E. Any Modification to the contract shall be considered an alteration of the specifications and shall be handled in accordance with **TC-27 Changes, Alterations or Modifications in the Services**. Should such alterations in the Specifications result in the Contractor being assessed an increase in the cost of the Performance Bond, the Administration shall compensate the Contractor for the increase in bonding cost upon receiving a copy of the surety’s invoice.
- F. The order of preference of the contract documents shall be as follows:

1. Bid Forms
2. Technical Provisions
3. Special Provisions
4. General Provisions

In the event of a conflict between documents, the earlier listed shall prevail.

- G. This Contract is subject to various audits. The Contractor shall be available to assist and fully comply with any audit requests in a timely manner and according to **TP-1.24 Administration's Right to Inspect.**

TP-1.02 Basis of Award and Preparation of Bid

- A. The contract shall be awarded in accordance with the Instructions to Bidders.
- B. All line items in **Volume II, Section I. A Bid Submittal Form** must be completed at the time of the bid submittal. In preparing its Bid, the Contractor shall not leave any blank line unfilled, including but not limited to contract unit prices. Any blank space shall render the Bid incomplete. The Administration shall reject any incomplete bid and proceed to the next lowest responsive bid from a responsible bidder.
- C. In preparing its Bid, the Contractor shall not include with the Bid any stipulation(s) or qualification(s). The Administration shall reject any such Bid and proceed to the next lowest responsive bid from a responsible bidder.

TP-1.03 Contractor/Bidder Qualifications

- A. The Contractor shall have three (3) years continuous experience in the last five (5) years in the field of customer service in a medium or large hub international airport environment. The Contractor must have a proven track record of recruiting, hiring, training, deploying, operating and managing a customer service staff in a medium or large hub international airport with Transportation Security Administration (TSA) Passenger Screening Services. The experience shall include a proven record of operating a project management structure of manager(s), supervisors and customer service agents or employees tasked with processing a large volume of customers/passengers in a short period of time in a dedicated and confined environment.
- B. Prior to the start of the contract, all employees working on this contract, per **TP-1.08 Contractor's Responsibilities, F.** and **TP-1.23 Security Requirements,** must obtain a BWI Marshall security identification badge, including a U.S. Customs seal.

- C. The Contractor shall submit documentation of the continuous three (3) years experience, including company, address, contact person, telephone number, and term of contract, description and amount. The Administration shall not accept the experience of individual employees or combinations of employees as company experience.
- D. Performance Evaluations
1. The Administration reserves the right to perform for the benefit of itself and other State agencies evaluations (interim and/or final) of the performance of the Contractor and subcontractors for this contract.
 2. Performance evaluations may be used or reviewed by a Procurement Officer in the course of making a future determination of responsibility under other procurements.
 3. Unsatisfactory performance of this contract (or any part of it), whether or not the contract is terminated for default and whether or not an unsatisfactory report (interim and/or final) is issued, may result in a determination that the Contractor is not a responsible bidder or Offeror under COMAR 21.06.01.01.
 4. Nothing in this contract shall be construed to limit or qualify the authority of the Procurement Officer under the Procurement Statutes or COMAR Title 21.

TP-1.04 Duration

- A. This contract shall remain in effect for a period of three (3) years with one (1) two (2) year renewal beginning with Notice to Proceed (NTP).
- B. The Administration shall advise the Contractor of the exercise of any renewal option at least 120 days prior to termination of this contract. Any renewal option shall be subject to the Maryland Procurement Regulations (COMAR 21) and on the same terms and conditions as herein provided except that the unit prices to be paid to the Contractor during the renewal option shall be adjusted in accordance with the annual rate of change of the Consumer Price Index (CPI) as published by the U. S. Department of Labor, Bureau of Labor Statistics.
- C. The price change as determined by the Administration shall be based on the most current CPI for All Urban Consumers (CPI-U), Table A that is published for the eighth (8th) month preceding the expiration date of the existing contract by calculating the unit prices with the annual rate of change. If the renewal option is for more than one (1) year the Contractor shall be allowed an annual change for the second year calculated using the referenced CPI.
- D. In the event the spending authority (total cost of contract) has been expended prior to reaching the original termination date, the Administration reserves the right to rebid the

contract.

- E. MDOT MAA reserves the right to extend this contract for up to one-third (1/3) of the original contract term to spend funds remaining on the contract as provided in Board Advisory 1995-1.

TP-1.05 General Information

- A. The Administration does not guarantee the Contractor/Bidder that its services will be used consistently. The quantities provided in the **Bid Forms** are the positions and hours the Administration has projected it needs to meet the operational requirements of BWI Marshall Airport. However, the hours are not guaranteed and are subject to the operational needs of BWI Marshall Airport, fiscal year appropriations as approved by the Governor and State Legislature: the contract may be funded at less than the full proposed value. Approval of actual work schedule is at the sole discretion of the Administration and subject to schedule adjustments, depending on the requirements of the Administration. Hours and service work listed in the **Bid Forms** are estimated hours, not guaranteed numbers of work hours.
- B. The Contractor/Bidder is responsible to become acquainted with conditions relating to the scope of the work and restrictions pertaining to the execution of the work under the Contract and shall thoroughly examine and be familiar with the Specifications. This includes, but is not limited to, becoming knowledgeable about the locations of the various terminal areas, rooms, surfaces and equipment included in this contract. The Contractor shall also take full responsibility for obtaining information concerning the conditions at all locations that may affect the Contractor's work. The failure or omission of the Contractor to receive or examine any form, instrument, addendum or other document, or to become acquainted with the existing conditions, shall in no way relieve the Contractor of any obligations of the proposal or the contract. The Contractor shall determine the work conditions and shall assume all risks and responsibilities and shall complete the work in and under any conditions he/she may encounter or create. The Contractor is responsible for understanding and knowing the requirements specified in this contract, as well as providing the services as described in the contract. The Contractor shall take the initiative to provide recommendations for correcting deficiencies and failures.
- C. Reduction or Increase in Staffing Levels
 - 1. Due to the potential increase in airline traffic during the term of the contract, the Administration may request the Contractor to increase staffing levels for Security Checkpoint Ambassadors, Terminal Support Monitors and Supervisors. This may include the possibility of increasing the hours of operations for the program to an extended first shift, extended hours on the second daily shift, or an introduction of a third shift. These modifications may also be on a temporary basis or only on certain

days of the week.

2. Since this is a new service at BWI Marshall Airport, the Contractor is advised that there may be a potential reduction in force for the number of Security Checkpoint Ambassadors required for daily shift operations after refinement of the process.
3. The Administration reserves the right to reallocate the Security Checkpoint Ambassador and Terminal Support Monitor positions, as referenced in **TP-1.10** and **TP-1.11**, to maximize Airport Operations and Customer Service throughout the terminal building. For that reason, the Security Checkpoint Ambassadors and Terminal Support Monitors must be crossed-trained for both positions. Please see **TP-1.20** for training requirements.
4. Any reduction or increase of staffing levels shall be accomplished by contract modification and be coordinated with the Contractor to:
 - a. Increase staffing levels to account for an increase flight activity and passenger flow through the Terminal; or
 - b. Minimize the impact of staffing reductions to Contractor employees.

Should the Administration need to increase services quickly to accommodate increased passenger traffic, the Contractor shall provide all necessary effort to accomplish within the timeframe requested by the Administration. In all cases, the Administration will make every effort to provide notification to the Contractor as far in advance as possible.

- D. The Administration has provided a computerized record management system for this contract called MAXIMO. The Contractor shall utilize this system for documenting all records and activities.
1. The Administration shall provide training to the Contractor and its personnel on how to use MAXIMO. All Terminal Support Monitors and Supervisors, as referenced in **TP-1.10** and **TP-1.11**, are required to learn MAXIMO and update records as it relates to the requirements of this contract. Compensation for this labor and activity shall be factored all-inclusive salary and labor rates.
 2. The Contractor shall record in MAXIMO the date of inspection or other task completed, time, location, condition discovered, recommendations or type of repair needed, Agent's name, and any other details as requested by the Administration. Any discrepancies between the Maximo description of area/equipment and actual findings shall be immediately noted to the Contract Administrator. Information shall be entered into the MAXIMO system in a timely manner and updated daily by the

Contractor.

3. Any deficiency in operation or violation of national or local codes that may affect the safety of personnel and/or reliability of service shall be brought to the immediate attention of the Administration as well as included in the MAXIMO reports.
 4. All work, including monitoring, inspection work, customer service requests, or as requested by the Administration, must be tracked in electronic format through the MAXIMO system. The Contractor shall create, update and keep current the records for work to include the frequency and manpower required to accomplish all tasks. The records placed in the MAXIMO system shall become the property of the Administration. Work entered into the MAXIMO system must be completed in a timely manner and updated bi-weekly at a minimum by the Contractor. The Contractor shall be able to generate service record reports in MAXIMO and provide these reports to the Administration at the request of the Administration. At a minimum, a monthly report of all activities shall be submitted to the Administration with each invoice. This shall provide the Administration with documentation to correlate with the invoices as well as a history of the service(s). Compensation for all MAXIMO labor, reporting and activities shall be factored into the all-inclusive salary and labor rates.
- E. Upon the Administration's request and/or within 24 hours of any reported safety incident involving the Contractor, the Contractor must complete a safety inspection and provide the safety report to the Administration.
- F. The Administration shall not be held liable for the manner in which the Contractor protects, constructs, or otherwise handles operations, equipment, materials, and waste materials.
- G. The Contractor and its personnel must be knowledgeable of and adhere to all Federal, State, and local laws, codes, MAA Directives and Policies, industry standards and practices, environmental regulations, as it relates to service work performed under this contract.
- H. This Contract is subject to various audits. The Contractor shall be available to assist and fully comply with any audit requests in a timely manner and according to **TP-1.24 Administration's Right to Inspect.**

TP-1.06 Best Practices

- A. The Contractor shall ensure that the most appropriate and cost-effective work practices are utilized while providing services to the Administration. The Contractor shall also ensure that the most appropriate and best management practices are utilized. The Contractor's equipment used in conjunction of this contract, if any, shall be in excellent working condition.

- B. All Contractor personnel performing service in the presence of the public shall conduct themselves in a professional manner and shall observe standards of discipline satisfactory to the Administration at all times while on duty or while in public areas of BWI Marshall. Any employee or operator who, in the opinion of the Administration, fails to observe and maintain satisfactory standards, security, conduct, discipline, or performance shall at the request of the Administration be removed from working on this contract. The Contractor shall be cognizant of the traveling public as well as employees of the airport in all areas and shall ensure access to equipment, chemicals, waste and other hazardous items are only accessible to authorized personnel. Please see **TP-1.18** for **Uniforms and Personal Appearance**, and **TP-1.19** for **Personal Conduct of all Contractor Employees**.

TP-1.07 Pre-Work Conference and Weekly Meetings

- A. A pre-work conference shall be scheduled between the Administration and the Contractor to discuss planning, proposed personnel, schedules, site coordination, contact information, procedures, and other matters essential to the satisfactory performance of the work within one month prior to the NTP of this Contract. At a minimum, the Contractor's Project Manager and Assistant Project Manager shall attend this conference. Regularly scheduled meetings shall continue prior to any project(s) at a frequency determined by the Administration.
- B. The Administration shall schedule mandatory weekly meetings with the Contractor to discuss the status of the services provided by the Contractor and coordinate any issues that need to be addressed. At a minimum, the Contractor's Project Manager must attend these meetings. Should the project manager be unable to attend, the assistant project manager, or designated management representative must attend in their place. The Project Manager shall notify the Administration/s Contract Administrator in advance if unable to attend the scheduled meetings and advise who will attend in their place. The Administration will coordinate the weekly meeting times with the Contractor. At the weekly meetings, the Administration will discuss with the Contractor, at a minimum, the following issues:
1. Staffing schedules and staffing issues for the upcoming week;
 2. Staffing deficiencies for the previous week and how the Contractor plans to remedy so that it does not continue;
 3. Coordination issues with TSA, Airport Operations, and other stakeholders;
 4. Staff training issues;
 5. Issues related to operation and maintenance of the Terminal;
 6. Invoicing and records (when applicable);
 7. Any issues the Contractor may wish to discuss;
 8. Other issues the Administration feels pertinent to operations.

- C. Attendance at the pre-work conference and regularly scheduled meetings shall be factored into the all-inclusive salary and labor rates.

TP-1.08 Contractor's Responsibilities

- A. All work performed under this contract shall be carried out under the direction of the Administration. The contractor in the course of its work under this contract is responsible to maintain continuous communications and coordination with the Administration.
- B. The Contractor shall provide Security Checkpoint Ambassadors and Terminal Support Monitors to aid passengers and operations at BWI Marshall Airport. The agents shall provide customer service related functions, as well as inspection services, monitoring and other duties as assigned and described in **TP-1-10, Personnel and Supervision**. The Administration will explain the term "Ambassador" and how it is to be used in the services of this contract once the contract is executed and during implementation of the services referenced in these technical provisions.
- C. The Contractor shall provide fully trained personnel per **TP-1.20** for all phases of this contract as specified in **TP-1.08, TP-1.10, TP-1.11** and priced in **Volume II, Section I. A Bid Submittal Form**.
- D. All Contractor employees working at BWI Marshall shall have the ability to read, write and speak English fluently. The employees must also be able to clearly and effectively provide direction and conduct a conversation in English. Employees shall also be responsible for maintaining minimum personal appearance standards as outlined in **TP-1.18**.
- E. The Contractor's Project Manager, Assistant Project Manager, supervisors and agents must obtain and maintain a BWI Marshall security identification badge, including a U.S. Customs seal, in accordance with **TP-1.23 Security Requirements** in order to operate within BWI Marshall. Failure to obtain and maintain the required security clearances disqualifies an employee from working on this Contract. Should any Contractor employee lose their security clearance to operate within BWI Marshall, the Administration will cease compensation to the Contractor for the employee. Compensation for security badges shall be in accordance with **TP-1.13 Compensation to the Contractor**.
- F. Contractor PM, APM, and supervisors are required to carry a working cell phone at all times while on duty at BWI Marshall to communicate with the Administration, TSA employees, and Contractor staff in order to facilitate daily operations. The cost of the cell phones shall be included in the supporting costs per **TP-1.13 Compensation to the Contractor** and priced in **Volume II, Section I. A Bid Submittal Form**. Should the Administration and Contractor agree that hand held radios are necessary for daily operations, the Administration will reimburse the Contractor for the radios from **TP-1.14 Extra Work Allowance**. At the

discretion of the Administration, Airport Operations may provide radios for use by the Terminal Support Monitor positions.

- G. While on duty at BWI Marshall, the supervisors are required to be available by phone when contacted by the Administration, TSA staff, and on-duty Contractor personnel in order to respond to any issues. Should they not be able to be reached immediately, they shall return any missed calls within 10 minutes.
- H. The Administration will provide initial training for Contractor personnel on the daily operational requirements of BWI Marshall Airport. After the initial training, the Contractor is responsible for providing continuing training of the required responsibilities to the contractor personnel on a training program approved by the Administration. Contractor personnel may receive training from the Administration from time to time on airport operations and security requirements. Please see **TP-1.20 Training** for more information.
- I. Contractor personnel shall report to the Administration any critical issues discovered during the shifts immediately. The Administration will coordinate with the Contractor on the reporting and tracking process.
- J. The Contractor shall be responsible for following all Federal OSHA Safety Laws as well as any other applicable State and local safety laws in performing the requirements of this Contract. All work shall be performed in a safe manner with consideration for the health and wellbeing of the employee and the public.

TP-1.09 Contract Administration

- A. The Administration shall assign a Contract Administrator to administer the day-to-day functions and communications between the Administration and the Contractor. The Administration shall submit the name and phone number of the respective Contract Administrator to the Contractor as well as other management personnel that may have authority to request work and information.
- B. The monitoring of the performance of this Contract is vested in the Administration's Contract Administrator, designee and higher supervision. The Contract Administrator, designee and higher supervision shall decide any and all questions, which may arise under the Contract, including but not limited to quality and acceptability of materials furnished, work performed, and also the manner of performance and rate of progress of the work.
- C. The Contractor in the course of its work under this contract is responsible to maintain continuous communications and coordination with the Administration.
- D. When contract specifications mention "under the direction of the Administration" or

require Administration notification, etc., it is referencing the Contract Administrator or another authorized person.

- E. All work requiring the shutdown of any BWI Marshall system, or any portion thereof, must have the prior approval of the Administration.

TP-1.10 Personnel and Supervision

- A. Due to the critical importance to the Administration of the operation and services provided by this Contract, the Administration is looking for a highly qualified and experienced project management team. Therefore, high standards were established for the Project Manager and Assistant Project Manager positions and the personnel working on this contract. At a minimum, as referenced in **Volume II, Section I. A Bid Submittal Form**, the Contractor shall provide:

1. One (1) full-time Project Manager
2. One (1) full-time Assistant Project Manager
3. Two (2) Ambassador Supervisors
4. Ten (10) Security Checkpoint Ambassadors
5. Four (4) Terminal Support Monitors.

The shifts and working hour requirements for the positions above are listed in **TP-1.11, Working Hours and Scheduling**. At least one (1) employee per shift must be fluent and have the ability to clearly and effectively conduct a conversation, in the Spanish language. For the purposes of this clause, the Project Manager and Assistant Project Manager do not count as “shift” employees.

- B. Project Manager

1. The Contractor shall provide one (1) full-time salaried Project Manager (PM) for a minimum of 40 hours per week. The individual shall be a permanent employee of the Contractor and shall be the Administrations contact for all aspects of the work.
2. The Project Manager (PM) shall possess a bachelor’s degree from an accredited four-year college or university and at least five (5) years of experience in contract management and customer service, including administrative duties. Applicants may substitute additional management experience as defined above for up to four years of the required education. Therefore, an associates degree with seven (7) years of management experience, or high school degree with nine (9) years of management experience is acceptable to the Administration.
3. This individual shall be a permanent employee of the Contractor and shall be the Administrations’ contact for all aspects of the work. The Project Manager shall be

thoroughly trained in all aspects of service procedures and shall be responsible to the Administration for implementation of Administrative directives and for the performance of contract personnel and service. This includes, providing reports and pictures of findings, recommendations, and work completed. The Project Manager shall maintain contact with the Administration's Contract Administrator and have the ability to respond immediately to service requests and/or to initiate service should an emergency occur.

4. The PM is responsible for the day-to-day performance of the contract and has overall responsibility and control of the operations and work to be performed. Responsibilities include, but are not limited to, supervision, training, scheduling, inspection, and reporting of the customer service activities per the technical provisions of this contract, or as amended per contract modification.
5. The PM shall provide at least 40 hours of management per week in such a fashion as to maintain communications and coordination with the Administration, while providing the management and oversight responsibilities outlined in the technical specifications of this contract.
6. Must be fully familiar with the requirements of the contract, the schedules and ensure the proper skilled staffing levels are provided.
7. Implement policies and procedures for the Administration and the Contractor relating to all services covered by the application of these technical specifications.
8. Issue reports and summaries to the Administration as required.
9. Responsible for the training of the Contractor's on-site personnel in the performance of their duties and maintaining the required performance of the staff as referenced in these technical provisions for the duration of the contract.
10. Responsible for the establishment of performance standards for each stage of the work performed.
11. Perform any additional duties on an as required basis where such duties are within the scope of contractual limitations, or as required by the Administration.
12. Should it be required, acquire the services of outside subcontractors, evaluate bids, make recommendations to the Administration, and supervise subcontract work to its completion.
13. When the project manager, for whatever reason, is unable to fulfill a 40-hour work week, the assistant project manager will take over the duties of the project manager.

14. In the execution of the contract the project manager is given substantial leverage in making decisions regarding personnel procedures and assignments. However, the Administration reserves the right to request the project manager notify the Administration whenever an exception is made to the contract provisions, and to correct the exception immediately if requested to do so.
15. The Project Manager is required to complete the same training as MDOT MAA Pathfinders to provide familiarity with the airport layout, facilities and location of those facilities.
16. Perform the duties and responsibilities of the Ambassador Supervisor as the primary back-up as needed due to a large influx of passengers or when short of staff.

C. Assistant Project Manager

1. The Contractor shall provide one (1) full-time salaried Assistant Project Manager (APM) for a minimum of 40 hours per week. The individual shall be a permanent employee of the Contractor.
2. The APM shall possess a bachelor's degree from an accredited four-year college or university and at least three (3) years of experience in contract management and customer service, including administrative duties. Applicants may substitute additional management experience as defined above for up to four years of the required education. Therefore, an associates degree with five (5) years of management experience, or high school degree with seven (7) years of management experience is acceptable to the Administration.
3. The APM shall provide at least 40 hours of management per week to compliment the Project Manager and to primarily provide customer services oversight on the evenings and weekends. This individual shall perform the duties and responsibilities of the Project Manager when the PM is on leave, or otherwise unable to perform the duties and responsibilities of the position.
4. Reporting to the project manager, the APM shall assist the PM with all aspects of the day-to-day performance of the contract.
5. Perform other duties and responsibilities as assigned by the PM.
6. Perform the duties and responsibilities of the Ambassador Supervisor as the primary back-up as needed due to a large influx of passengers or when short of staff.
7. The Assistant Project Manager is required to complete the same training as MAA Pathfinders to provide familiarity with the airport layout, facilities and location of

those facilities.

8. When the assistant project manager, for whatever reason, is unable to fulfill a 40-hour work week, a qualified supervisor may take over the duties of the APM with the approval of the Administration.

D. Ambassador Supervisors

1. Ambassador Supervisors shall have a minimum of two (2) years of experience in contract management and/or customer service, including administrative duties.
2. The Supervisor is responsible for the direct, day-to-day management of the Customer Service operation. As instructed by the Administration, this includes but is not limited to, the following functions:
 - a. Ensure proper staffing and performance of the agents per the requirements of **TP-1.11**.
 - b. The oversight and performance of the agents in ensuring efficient movement of the passengers.
 - c. Foster and maintain a positive and effective customer service attitude among the agents.
 - d. Foster and maintain a positive and effective communication between agents and the passengers.
 - e. Making eye contact with passengers, smile and greet each passenger with “good (morning, afternoon, evening)”.
 - f. Assist passengers seeking direction/guidance.
 - g. Answer any and all passenger questions to the best of the Agent’s ability.
 - h. Be engaging, polite and upbeat in all interactions with passengers.
 - i. Be pre-emptive in engaging passengers.
 - j. When contacted by a customer service Agent/Ambassador regarding a passenger needing assistance, respond to the appropriate queue at the security checkpoint and address the needs of the passenger.
 - k. Should a passenger need assistance with luggage, wheelchairs, children,

pets, etc., contact the appropriate airline or contractor to deliver the assistance needed. Follow up to make sure airline or contractor responded appropriately.

- l. Maintain an up-to-date list of airline and contractor contacts and emergency phone numbers to utilize in such situations.
- m. Ensure all agents maintain a professional appearance and professional conduct as outlined in **TP-1.18** of these technical provisions.
- n. Monitor the operational performance of the Terminal and report any deficiencies or failures to the appropriate management personnel or, as directed by the Administration.
- o. Continuously move between the four (4) security checkpoints to evaluate queue management and that the Security Checkpoint Ambassadors are performing their assigned task.
- p. Coordinate with, and receive feedback from, the following:
 - 1) Contract Administrator;
 - 2) BWI Marshall Airport Operations Center (Airport Ops);
 - 3) TSA management and staff.
- q. Manage queue volume and lines at the four security checkpoints (A, B, C, D/E)
 - 1) Constantly communicate with Security Checkpoint Ambassadors to evaluate queue/line volume.
 - 2) Communicate with TSA supervisor(s) regarding options to alleviate volume by directing incoming passengers from one busy checkpoint to another checkpoint with less volume to facilitate processing speed.
 - 3) Direct Security Checkpoint Ambassadors with specific instructions when making queue management changes to help facilitate processing.
- r. Manage Security Checkpoint Ambassadors assigned to each security checkpoints. This includes an agent's:
 - 1) Performance
 - 2) Appearance and conduct
 - 3) Engagement with passengers

- 4) Providing proper direction/guidance to passengers
 - 5) Break times
 - 6) Rotation from one checkpoint to another during shift.
- s. Perform other duties and responsibilities as assigned by the project manager or assistant project manager.
3. Must be on duty during for all hours of the operation and for late night operations, if necessary. The supervisor is responsible for closing down operations each evening. Should the shift run over the scheduled time, the Project Manager or Assistant Project Manager may send the Supervisor home and close down operations for the evening.
 4. Supervisor(s) shall wear a uniform at all times while on duty. Appearance of the uniform shall be maintained as outlined throughout the shift. Uniforms shall be provided and maintained by the contractor. The uniform requirements are outlined in **TP-1.18**.

E. Security Checkpoint Ambassadors

1. The Security Checkpoint Ambassadors are responsible for the day to day operation. As instructed by the Administration, this includes but is not limited to, the following functions:
 - a. Staff entry point of queue for security checkpoint at one of four (4) concourses (A, B, C, D/E).
 - b. Be engaging, polite and upbeat in all interactions with passengers, maintaining a positive and effective customer service attitude.
 - c. Be pre-emptive in engaging passengers as they approach the queue entrance.
 - d. Make eye contact with passengers, smile and greet each passenger with “good (morning, afternoon, evening)”.
 - e. Assist passengers seeking direction/guidance.
 - f. Answer any and all passenger questions to the best of the agent’s ability.
 - g. Direct passengers requiring security screening to the correct queue (standard line, TSA Pre-Check, airline preferred, CLEAR).
 - h. Instruct the passenger to have boarding pass and ID out and ready for TSA document checker.

- i. Agent **MUST NOT** check individual documents (boarding pass or ID), unless otherwise instructed by the Administration, as this will slow down the processing of people into the queue. Document check is TSA role/responsibility.
 - j. State the latest TSA directive regarding the screening of electronics.
 - k. Advise those passengers that are not TSA Pre-Check what articles of clothing to remove before screening. The TSA and the Administration will provide the proper instructions.
 - l. Contact Supervisor to engage with any passenger who needs assistance beyond what has been outlined above.
 - m. Communicate with Supervisor (by radio or method TBD) to make him/her aware of current passenger volume at the specific checkpoint.
 - n. During any eight-hour shift, an agent may rotate among the four checkpoints at the direction of the supervisor.
 - o. At the direction of the supervisor, assist supervisor with managing passenger volume in queues and lines at Checkpoints A, B and C by re-directing passengers from a busy checkpoint queue to another that is not as busy.
 - p. The Agents shall **not**:
 - 1) Leave queue entry position to assist individual passengers with luggage, wheelchairs, children, pets, etc.
 - 2) Engage passenger in a critique of TSA protocol
 - 3) Engage passenger in discussion of TSA procedures beyond what is outlined in these responsibilities
 - 4) Escort an airline's passenger to the front of the line for any reason.
2. Agent(s) shall wear a uniform at all times while on duty. Appearance of the uniform shall be maintained as outlined throughout the shift. Uniforms shall be provided and maintained by the contractor. The uniform requirements are outlined in **TP-1.18**.
3. Agents shall maintain a professional demeanor at all times while on duty or in public areas of BWI Marshall as outlined in **TP-1.19**.

F. Terminal Support Monitors

1. The Terminal Support Monitors shall report to BWI Marshall Airport Operations, who will provide daily supervision. Terminal Support Monitors must check-in and check-out with Airport Operations at the beginning and end of their respective shifts. The Administration shall provide the check-in and check-out procedures for the Terminal Support Monitors.

2. The Terminal Support Monitors are responsible for various monitoring and other related terminal operations functions using a daily checklist with duties and responsibilities provided by Airport Operations. This includes but is not limited to:
 - a. Become the point of contact for anything pertaining to the BWI Marshall Terminal.
 - b. Conduct inspection and monitoring of the Terminal building and connected skywalks.
 - c. Inspect, track and document terminal compliance issues such as: lighting; elevators, escalators, moving walkways and ADA lifts; vestibule doors, live plants, signage, proselytizing, picketing, etc.
 - d. Create and track work orders in Maximo pertaining to maintenance issues that affect the operation of the Terminal.
 - e. First responder for Terminal incidents; writing and submitting MAA incident report to Risk Management.
 - f. Assist in airport emergencies and evacuations by coordinating and assisting with the Administration's Red Team (emergency event response team staffed by select MAA employees). Coordinate with Airport Ops, MDTA Police, and TSA, as needed. The duties and responsibilities shall be provided by the Administration.
 - g. Assist in Airport Emergencies and provide customer service during weather events, emergency operations, flight cancellations, stranded passengers.
 - h. Provide assistance with TSA line management, as instructed by the Administration.
 - i. Assure that tenants remain compliant with lease agreements and MAA

regulations.

- j. Coordinate with various MAA offices to ensure smooth operation of the terminal. For example: Office of Commercial Management for concession issues, Building Maintenance for maintenance work orders, Custodial Services for cleaning issues, Marketing for media events, etc.
- k. Attend committee meetings that pertain to terminal issues.
- l. Provide assistance with the monitoring of the wayfinding program.
- m. Provide assistance with programming the portable variable message signs (PVMS).
- n. Inputs messages into the CHART system.
- o. Provide assistance with coordinating MAA's efforts to mitigate the non-traveling population within the airport terminal, working in conjunction with various MAA and county offices.
- p. Provide assistance with monitoring the Terminal inner and outer Roadways, and the coordination of delivery services to vendors and tenants.
- q. Act as a support liaison with MDTA Police, TSA, U.S. Customs and Border Protection (CBP), United Service Organizations (USO), tenants, and their contractors (wheelchairs, line managers, repair techs, etc.), Honor Flight Network, Operation Welcome Maryland.
- r. Monitor construction activities to ensure safety and mitigate operational impact.
- s. Monitor contractor equipment for compliance with movement within the terminal, ensure safety protocols are being followed, and that equipment is properly stored when not in use.
- t. Assist with the scheduling and management of the Terminal Conference Room reservations and rentals.
- u. Provide assistance with monitoring the use of the Observation Gallery and Mediation Room, as well as the opening/closing for the Meditation Room.
- v. Agent(s) shall wear a uniform at all times while on duty. Appearance of the uniform shall be maintained as outlined throughout the shift. Uniforms

shall be provided and maintained by the contractor.

- w. Agents shall maintain a professional demeanor at all times while on duty or in public areas of BWI Marshall as outlined in **TP-1.19**.

3. **Establishment of Work Duties and Separation of Work**

The above listed duties and responsibilities outline the requirements of the Contractor for the various positions. However, in no way shall the listed responsibilities inhibit the Contractor from establishing other duties as required or requested by the Administration. Any additional duties requested by the Administration will not in any way conflict with the responsibilities the Contractor has to provide the services per these technical provisions as that is always the primary responsibility.

- 4. The Contractor is also fully responsible for the complete and continuous supervision of any subcontractors during the duration of this contract. All services provided by a subcontractor shall be the responsibility of the Contractor.
- 5. The Contractor shall ensure that it has a sufficient number of badged personnel per **TP-1.23 Security Requirements** to cover all required shifts, including during vacations, sick time, jury duty and any other occasion that may keep routine personnel from the job.
- 6. The Contractor's employees assigned to this project are not permitted to solicit or accept tips of any kind from passengers. Employees caught accepting tips from passengers, or found to have accepted tips from passengers, are subject to temporary suspension or termination from the contract by the Administration. The Administration will consult with the Contractor on any suspensions or terminations, but the final determination is at the sole discretion of the Administration.

TP-1.11 Working Hours and Scheduling

A. **Shift Schedules**

The Contractor shall provide Supervisors and Service Agents (Security Checkpoint Ambassadors and Terminal Support Monitors) for two shifts, seven days per week for 896 hours per week, as listed in **Volume II, Section I. A Bid Submittal Form, Part II – Routine Personnel Costs** as follows (all times listed are 24-hour military time):

	<u>Number Per Shift</u>	<u>Day Shift</u>	<u>Evening Shift</u>
1. Ambassador Supervisors:	1	0400 to 1230	1200 to 2030

2.	Security Checkpoint Ambassadors:	5	0400 to 1230	1200 to 2030
3.	Terminal Support Monitors:	2	0500 to 1330	1500 to 2330

The shift schedules listed above are subject to change according to the operational requirements of BWI Marshall Airport.

- B. Contractor shall provide Ambassador Supervisors for 112 hours per week on a two-shift per day basis per **TP-1.11, A.** above, and **Volume II, Section I. A Bid Submittal Form, Part II – Routine Personnel Costs.**
- C. Contractor shall provide Security Checkpoint Ambassadors for 560 hours per week on a two-shift per day basis per **TP-1.11 A.** above, and **Volume II, Section I. A Bid Submittal Form, Part II – Routine Personnel Costs.**
- D. Contractor shall provide Terminal Support Monitors for 224 hours per week on a two-shift per day basis per **TP-1.11, A,** above, and **Volume II, Section I. A Bid Submittal Form, Part II – Routine Personnel Costs.**
- E. Due to the changing nature of the requirements for Airport Operations, the Administration has provided for 112 hours per week for additional Security Checkpoint Ambassadors and/or Terminal Support Monitors. These additional positions and hours must be approved in writing by the Administration prior to implementation. As agreed by the Administration and the Contractor, the Contractor shall be provided sufficient time for hiring and training of additional staff hours. The costs for the additional hours listed for Service Agents are in **Volume II, Section I. A Bid Submittal Form, Part II – Routine Personnel Costs.**
- F. **Working Hours for Supervisors, Checkpoint Ambassadors and Terminal Support Monitors**
 - 1. Working hours for the Ambassador Supervisors, Ambassadors and Monitors shall be 8.5 hours per day / 7 days per week / 52 weeks per year, as listed in **TP-1.11, A, B, C, and D.** above, or as agreed upon between the Administration and Contractor.
 - 2. At the Contractor’s discretion, the working hours may be covered by full-time or part-time personnel as long as the operation is properly staffed for the hours listed, or as agreed upon between the Administration and Contractor.
 - 3. Agents and supervisors working a full daily shift of 8.5 hours shall receive one unpaid 30-minute meal break, and two allotted paid 15-minute breaks. Agents and supervisors working a daily shift of four (4) hours shall receive one allotted paid

15-minute break. The 15-minute paid breaks are not to be taken in the first or last hour of a shift, except under special circumstances. Showing up to work late or leaving work early is not to be counted as a paid break. All breaks are to be scheduled so as not to interfere with the passenger flow through the Terminal. Though there are four security checkpoints in the Airport terminal building, the Administration is authorizing five Security Checkpoint Ambassadors to ensure there is sufficient staff to man all four security checkpoints during breaks.

4. It is anticipated that flight schedules at BWI Marshall will change seasonally or adjust as new service is added or subtracted. The Contractor must be able to adjust the scheduling of the supervisor and agents as requested by the Administration to accommodate the change in flight schedules. Additionally, during the summer season it is anticipated that the heavier schedules might occur on some evenings. The Administration may request heavier staffing during these evenings than on the other evenings of the week with lighter flight schedules. The Administration will coordinate with the Contractor on the monthly schedules for the services to be provided.
5. In the event of scheduled or irregular airline arrivals falling outside the schedule listed in **TP-1.11**, the Administration may request that the Contractor split the daily schedule to ensure the services are provided. That may require that some agents come in earlier and leave earlier and some agents come in later and leave later.
6. The Contractor must have a supervisor on duty until the end of the shift to close the Security Checkpoint operation for the day. For the purposes of this clause, the Project Manager or Assistant Project Manager may be the supervisor on duty to close the operations. The Terminal Support Monitors are not included in this clause due to their shifts ending very late in the evening. However, per **TP-1.10, F. 4.**, the Terminal Support Monitors must check-in and check-out with Airport Operations at the beginning and end of their respective shifts.

G. Project Management Working Hours

1. The Project Manager (PM) regular working hours shall be Monday through Friday on a schedule agreed upon between the Administration and Contractor. The Project Manager shall communicate with the Administration on a daily basis on matters related to the service performed with a view toward obtaining effective coordination of all operations.
2. The Assistant Project Manager (APM) working hours shall be as agreed upon between the Administration and Contractor. Due the seven day per week and day and evening schedule of the operation, it is intended that the APM work a schedule that compliments the PM. Therefore, unless acting for the PM, the APM shall work

primarily an afternoon/evening and weekend schedule.

3. On the days when the PM is not on duty, the APM shall be the primary point of contact with the Administration and communicate with the Administration on a daily basis on matters related to the service performed with a view toward obtaining effective coordination of all operations.
4. The Administration requires that either the PM or APM be available at all times, either in person or by telephone (texting is acceptable). The phone numbers, including office and mobile, of the PM, APM and any person in an acting APM role, must be provided to the Administration so that the Administration may contact them as required in the event of an emergency.
5. This is a high priority service for the Administration and it is the intention of the Administration that either the PM or APM be on-site at BWI Marshall seven days per week, except when on leave (vacation, sick, holidays, etc.) The Administration has provided “acting” capacity in TP-1.11, H, below to account for times when it is not possible for the project manager or assistant project manager to be on-duty at BWI Marshall. The Contractor should take that into account when establishing the monthly schedules per TP-1.11, J, below.

H. Acting Capacity

1. When the PM, for whatever reason, is unable to fulfill a 40-hour work week, the APM shall assume the duties and responsibilities of the PM. When the APM, for whatever reason, is unable to fulfill a 40-hour work week, a qualified Ambassador Supervisor may assume the duties and responsibilities of the APM.
2. Scheduling and the use of Ambassador Supervisors as “Acting” Assistant Project Manager is not permitted without prior written authorization of the Administration. The Administration shall approve such requests for “Acting” provided the position is authorized, necessary, and the Contractor can demonstrate the employee:
 - a. Has the necessary experience
 - b. Is properly trained (including proper training documentation)
 - c. Has demonstrated through performance in their permanent position that they are ready for advanced opportunities
 - d. Has a good attendance record, and
 - e. Is otherwise qualified to handle the additional duties and responsibilities assigned.

The Administration will coordinate with the Contractor an authorized “acting” list to streamline the approval process.

3. Temporary duties may **not** be assigned or performed for more than 30 days without the prior written authorization of the Administration.

I. Overtime

Overtime is at the Contractor's expense unless otherwise approved by the Administration in advance and in writing. Due to the ever-changing operating nature of an airport environment, the Administration is authorized to give verbal authorization for overtime. In such cases, verbal authorizations will be followed by a confirming written authorization and shall state the initial authorization was verbal. Payment for authorized overtime can be found in **TP-1.13, B.** and **Volume II, Section I. A Bid Submittal Form**, Part III – Overtime Costs for Routine Personnel.

J. Monthly Schedules

The Contractor shall submit a Monthly Staffing Schedule for approval by the Administration five (5) business days before the start of a new calendar month. Such schedule shall be in a format approved by the Administration and be based on the work requirements of these technical provisions, or as agreed upon between the Contractor and Administration. The staffing schedule shall list the work schedule for the month for all contracted positions as follows:

1. Project Manager
2. Assistant Project Manager
3. "Acting" Assistant Project Manager (when applicable)
4. Ambassador Supervisors
5. Security Checkpoint Ambassadors
6. Terminal Support Monitors.

The monthly staffing schedules should include the shifts, positions, names of employees, and the total number of staff assigned to the operation for each day of the month. Should the schedule change during the month the Administration may request an updated schedule from the Contractor.

Should any of the employees in a position listed above be scheduled for leave for any period of time in the upcoming month, the employee and leave period shall be listed. Proper management and supervisory coverage is expected to be maintained. The staffing schedule shall also indicate who is in an "Acting" Capacity and for what period of time.

K. Staffing Deficiencies

Should the Contractor fail to properly staff the BWI Marshall operations with the number of personnel required per **TP-1.11**, the Contractor shall provide a weekly deficiency report to the Administration stating the deficiencies, the reason for the deficiencies, and how the Contractor plans to remedy the situation. The report should be provided for the previous week during the weekly meeting with the Contract Administrator as referenced in **TP-1.07, B.** Should there be no deficiencies; the Contractor shall state in the report that there were no deficiencies during the previous week.

L. Right of Approval

The Administration reserves the right of approval and acceptability for all Contractor and subcontractor personnel assigned to BWI Marshall for the duration of the contract. The Administration shall also have the right to remove personnel who are found to be incompetent or otherwise unsuitable for employment at BWI Marshall. The Administration shall notify the Contractor in writing of any such request.

M. Paid Time-Off (PTO) for Contractor Personnel

1. Full-Time Employees

For the purposes of this clause, full-time employees shall be defined as working 2,080 hours in a contract year – the equivalent of 40 hours in a seven-day week, including paid time-off.

2. Paid Time-Off (PTO)

For full-time employees, the Administration authorizes and will pay for, per contract year for the term of the contract, 17 personal days (136 hours), plus 40 hours of safe and sick leave per the Maryland Healthy Working Families Act as referenced in **TP-1.11, M. 3.** below,

3. Maryland Healthy Working Families Act (Act)

Contractor shall provide 40 hours of sick and safe leave per year for eligible employees per the referenced Act. The cost for the leave required under the Act shall be factored into the monthly costs for the Contractor employees as referenced in **TP-1.13** and the monthly salary schedule listed in **Volume II, Section I. A Bid Submittal Form.** The Contractor can find more information on the Act on the Maryland Department of Labor, Licensing & Regulation (DLR) website as follows:

- a. <http://www.dlr.state.md.us/paidleave/>
- b. <http://www.dlr.state.md.us/paidleavefaqs.pdf>

4. Part-Time Employees

Other than the requirements of the Maryland Healthy Working Families Act above, PTO for part-time employees is at the discretion of the Contractor. For the purposes of this clause part-time shall be defined as working less than 1,560 hours per contract year, or less than 30 hours per week. The Administration will pay for PTO, on a pro-rated basis, for Contractor employees that work at least 1,560 hours, including PTO, but less than the full 2,080 hours, per contract year.

5. Administration of Paid Time-Off

Administration of the PTO schedule is at the discretion of the Contractor. However, since there is usually heavy travel during holiday periods, it is imperative that the Contractor provide adequate coverage during vacations and holidays. When the PM or APM is on PTO, the other position must be on-duty and accountable to the Administration for the performance of the contract. Days off for the PM and APM may not be scheduled on busy travel days without prior approval from the Administration. The monthly schedules outlined in **TP-1.11** shall include the PTO schedules for Contractor personnel.

6. Compensation for Paid Time-Off

The paid time-off shall be compensated as part of the monthly and hourly costs for the positions listed in **Volume II, Section I. A Bid Submittal Form**. Any additional paid time-off provided by the Contractor not referenced in this technical provision is at the expense of the Contractor and should be priced into the monthly or hourly costs for each position.

TP-1.12 Performance Measurements

- A. The Contractor is subject to monthly unscheduled audits from the Contract Administrator and the Office of Operations and Maintenance.
- B. The performance measures will be based on, but not limited to:
 - 1. The feedback of the TSA management, the Contract Administrator, and

Administration management concerning the efficiency, flow and professionalism of the operation.

2. The number of times passengers receive improper directions from agents or supervisors.
 3. Passenger complaints received either directly by the Contractor, through TSA, or the Administration.
- C. All reported passenger complaints shall be investigated by the Contractor and a report issued to the Administration within five (5) business days.
- D. Any findings by the Administration shall be acted upon by the Contractor, either by additional training of the agent or supervisor in question or by correcting the process found to be lacking.

TP-1.13 Compensation to the Contractor

- A. The Contractor shall be compensated in accordance with the **Volume II, Section I. A Bid Submittal Form** for the services performed per these technical provisions by the Contractor in the following pricing categories:

1. **Contractor Overhead and Administration**

The Contractor shall be compensated through all-inclusive fully burdened salary and labor rates, which should include all direct and indirect expenses, including general administration, overhead, profit, start-up costs, corporate management and contract oversight, bonding, liability insurance, bookkeeping, recordkeeping, human resources and recruitment of personnel, training, security badging costs, transportation costs, meetings with the Administration, and all similar related incidental administrative costs to complete the work, as well as office support costs including: office equipment, computer equipment, furniture, copier and fax machines, office supplies and materials (per **TP-1.14**), phones (per **TP-1.16**), cell phones (per **TP-1.11**), and office support staff as required.

2. **Project Management Costs**

Contractor shall include the annual and monthly costs for the Project Manager and Assistant Project Manager per **TP-1.10** and **TP-1.11** in **Volume II, Section I. A Bid Submittal Form**, Part I – **Project Management Costs** for each of the three years of the contract shall be fully burdened to include, but not limited to:

- a. Contractor Overhead and Administration.
- b. Salary to be paid to the PM and APM.
- c. Mandatory employee contributions including FICA, FUI, SUI, and Workers Compensation, plus fringe benefits such as health care costs, 401K, etc.
- d. Paid Time-Off per **TP-1.11, M.**

Since the Project Manager and Assistant Project Manager are salaried management positions, there is no overtime pay authorized to be paid by the Administration for the positions. Due to the nature of Airport Operations it is expected that the PM and APM will frequently work more than 40 hours per week. The Contractor should take this into account when pricing the salaries and annual costs for the PM and APM in **Volume II, Section I. A Bid Submittal Form.**

3. Service Agents

Compensation for Ambassador Supervisors, Security Checkpoint Ambassadors and Terminal Support Monitors per **TP-1.10** only while directly engaged in the performance of duties at BWI Marshall for the positions and hours as listed and approved by the Administration in **TP-1.11** and **Volume II, Section I. A Bid Submittal Form.**

The hourly rates listed in **Volume II, Section I. A Bid Submittal Form** in Part II - Routine Personnel Costs for each of the three years of the contract shall be fully burdened to include, but not limited to:

- a. Contractor Overhead and Administration
- b. Hourly wage to be paid for each position.
- c. Mandatory employee contributions including FICA, FUI, SUI, and Workers Compensation, plus fringe benefits such as health care costs, 401K, etc.
- d. Paid Time-Off per **TP-1.11, M.**
- e. Uniform and laundering costs per **TP-1.18.**

Additional hours for Service Agents approved by the Administration per **TP-1.11, E.** shall be paid per the hourly rates for the applicable contract year listed in Part II – Routine Personnel Costs of **Volume II, Section I. A Bid Submittal Form.**

B. Overtime Pay

1. Overtime authorized by the Administration for Service Agents as referenced in **TP-1.11** and **TP-1.13, A. 3.** is per **TP-1.11, H.** The Administration has provided maximum overtime hours, calculated at approximately twenty percent (20%) of the regularly scheduled working hours for Service Agents as listed in **TP-1.11** and Part III – Overtime Costs for Routine Personnel as listed in **Volume II, Section I. A Bid Submittal Form.**
 2. Overtime approved by the Administration and paid to Service Agents is to be administered by the Contractor per their company's overtime policies. The Contractor's overtime policy should be submitted to the Administration with the bid package. The Contractor shall provide the fully burdened overtime hourly rate for the hours listed in Part III – Overtime Costs for Routine Personnel of **Volume II, Section I. A Bid Submittal Form.**
 3. All overtime costs shall be listed separately on the monthly invoice and shall be paid for the applicable contract year per the hourly rates listed in Part III – Overtime Costs for Routine Personnel per **Volume II, Section I. A Bid Submittal Form.**
 4. The Contractor shall keep records of all hours paid by the Administration and provide those records to the Administration upon request. Any overtime found by the Administration to be paid in error shall be reimbursed to the Administration on the next monthly invoice. The Administration will provide clear instruction on how it is to appear on the invoice.
- C. The Contractor shall be compensated on a per hour/per job basis for all extra work approved by the Administration using the unit prices found in **Volume II, Section I. A Bid Submittal Form.** All extra work is per **TP-1.14.**

TP-1.14 Extra Work Allowance

- A. The Administration is authorized to request the Contractor to perform certain extra work and has provided an allowance in **Volume II, Section I. A Bid Submittal Form.**
- B. The Extra Work Allowance may be used for, but not limited to, the following categories:
 1. Additional hours and staffing for Service Agents per **TP-1.13, A. 3.,**
 2. Overtime authorized by the Administration per **TP-1.13, B.,**
 3. Purchase of Hand Held Radios,

4. Purchase of supplies, materials, and equipment,
 5. Rental of equipment,
 6. Subcontracting to another contractor for projects beyond the capability of the Contractor to provide,
 7. Airport Customs Security Area Bond per **TP-1.23**,
 8. Uniform costs approved by the Administration over and above the specifications listed in **TP-1.18** and priced in **Part II – Routine Personnel Costs of Volume II, Section I. A Bid Submittal Form**, and
 9. Other items referenced in these technical provisions related to the performance of this contract.
- C. Upon request for extra work by the Administration, the Contractor shall submit a proposal in writing to the Administration detailing the scope of work, the term(s) of the extra work, and an itemized breakdown of costs. Where applicable, authorized work shall be priced using the unit prices or hourly rates found in **Volume II, Section I. A Bid Submittal Form**.
- D. Where applicable, the Administration shall reimburse the Contractor for all supplies and materials not provided by the Administration at the purchase price, which includes any tax or shipping, plus 10% for mark-up for handling from the Extra Work Allowance. The Contractor shall be required to submit supporting documentation, such as parts invoices, with all invoices submitted to the Administration for payment.
- E. Extra work is at the sole discretion, and must have prior written authorization, of the Administration. The dollar amounts for the extra work allowances found in **Volume II, Section I. A Bid Submittal Form** are not guaranteed payments to the Contractor. The extra work allowances referenced are intended to give the Administration spending flexibility for work over and above routine scope of work for non-routine, unexpected and emergency expenses.

TP-1.15 Records and Invoices

- A. All invoices or correspondence pertaining to invoices shall be identified with the Contract number and either e-mailed to the MDOT MAA Accounts Payable (AP) department at maaacctpayable@bwiairport.com; or forwarded to the following address:

**Maryland Aviation Administration
Accounts Payable Department
P.O. Box 8789
BWI Airport, MD 21240-0789**

Note: The Administration's AP Department prefers to receive invoices and correspondence pertaining to invoices via the e-mail address provided.

- B. Contractor shall include the Vendor Federal Tax I.D. number or the Social Security Account number on the invoice submitted.
- C. The Contractor shall submit invoices within 20 days of the end of the previous calendar month, unless otherwise instructed by the Administration in writing. Invoices will be considered late if they are submitted in excess of 45 days after the work has been completed.
- D. The Administration reserves the right to request electronic versions of all invoices submitted to the Administration Accounts Payable (AP) Department and/or to the Contract Administrator. This practice is intended to facilitate invoice approval and payment to the Contractor, as well as accurate record keeping of all services provided.
- E. Each invoice for extra work, projects shall include a copy of the proposal signed by the Administration's Contract Administrator or designee.
- F. Upon Administration's request, contractor must submit original invoice for parts purchased.
- G. The invoice shall detail separately routine and extra work. At the discretion of the Administration, the Contract Administrator may request separate invoices for routine and extra work.
- H. All invoicing shall be submitted to the Administration on a spreadsheet indicating the breakdown of areas and respective costs. The Administration shall work with the successful contractor in preparing acceptable invoice and spreadsheet templates.
- I. Upon Administration's request, contractor must submit evidence of employment records stating the total number of hours worked per each employee.

TP-1.16 Communications

- A. The Contractor shall establish a communications link with the Administration for the duration of this contract. The Contractor must provide a home/office phone number or answering service where the Administration can contact or leave a message on a 24-hour, seven (7) days a week basis.

- B. The Contractor must also provide the Administration an e-mail address where work requests can be forwarded, or other exchanges of information may occur.
- C. Routine day-to-day correspondence for administering the contractor may be conducted by general mail, fax, or e-mail between the Contractor and Contract Administrator.
- D. Official correspondence regarding notices, demands, claims, etc. shall be made by express mail (FedEx, USPS, UPS, etc.) to the Contract Administrator with a copy to the following address:

FEDEX, UPS, OVERNIGHT
Maryland Aviation Administration
Office of Procurement
MAC Building
7001 Aviation Boulevard, 2nd Floor
Glen Burnie, Maryland 21061

US Postal Service
Maryland Aviation Administration
Office of Procurement
MAC Building
P.O. Box 8766
BWI Airport, MD 21240-0766

TP-1.17 Pre-Startup Introduction and Preparation

- A. The Contractor shall present to the Administration its candidates for project manager and assistant project manager for consideration within 15 calendar days of Recommendation of Award for consideration and approval by the Administration.
- B. Due to the lead time necessary to hire and train personnel, process all employees through the security badging process, and implement operations on the schedule established by the Administration, the Administration anticipates that the NTP date of the contract will be about 45 days prior to the start date of operations. Contractor shall have its project manager, and if possible the assistant project manager, on-site 45 days prior to start of operations.
- C. During this period, the Administration will conduct tours of the facilities, obtain required security clearances and identification badges, and explain Contract specifications and work assignments.
- D. All start-up costs required shall be factored into the bid costs in the all-inclusive salary and labor rates per **TP-1.13 Compensation to Contractor** as listed in **Volume II, Section I. A Bid Submittal Form.**

TP-1.18 Uniforms and Personal Appearance

- A. Contractual employees shall wear a uniform or other identifying standardized clothing, presenting a neat and professional appearance at all times when on duty. All uniforms are to be furnished by Contractor with the cost factored into the salary and hourly rates listed in **Volume II, Section I. A Bid Submittal Form.**
- B. Upon receipt of NTP, the Contractor shall meet with the Administration and agree upon the uniform for Contractor supervisors and agents. The Administration shall have final approval as to the acceptability of uniform appearance, color and style.
- C. The appearance and dress code standards for Project Manager, Assistant Project Manager, Ambassador Supervisors and Security Checkpoint Ambassadors shall be, at a minimum:
1. Must practice good hygiene.
 2. Hair must be cleaned and styled to present a professional appearance.
 3. No excessive jewelry with one ring per hand with the exception of wedding / engagement rings.
 4. No visible piercings other than one piercing in each ear will be permitted.
 5. Tattoos that are not physically covered by the Administration approved uniform are not permitted.
 6. Fingernails must be well manicured and at a workable length.
 7. No tennis shoes or sneakers are allowed while on duty except during training periods and when performing other duties assigned by Contractor.
 8. Female employees: Make-up should be complimentary to the skin tone and should be conservatively applied. Should the employee wear nail polish, the fingernails must be of the same single color and the color of the nails must be conservative in nature. Earrings must be conservative in nature and of no more than two inches in length.
 9. Male employees: Facial hair must be shaved unless the employee has a mustache and/or beard. All mustaches and beards shall be trimmed to present a neat and professional appearance. Any earrings worn must be conservative in nature and must not fall below the bottom of the ear lobe.
- D. The dress code for female Security Checkpoint Ambassadors shall be:

1. Blazer or Vest with white dress blouse and scarf or neckwear (not a male tie);
2. Dress slacks or skirt. The skirt may not be shorter than two (2) inches above the knee;
3. Dress shoes with heels no more than 3 ½” in height;

E. The dress code for male Security Checkpoint Ambassadors shall be:

1. Blazer or Vest with long sleeve white button-down dress shirt and tie;
2. Dress slacks. Slacks with belt loops must be worn with an appropriate dress belt.
3. Dress shoes (black, brown or cordovan).

F. The dress code for Ambassador Supervisors shall be:

1. Male Supervisors – two-button blazer, button down dress shirt and tie, dress slacks (slacks with belt loops must be worn with a dress belt), and dress shoes (black, brown or cordovan). Sweaters, with or without tie, may be worn in fall and winter months in lieu of blazer.
2. Female Supervisors – two button blazer with dress blouse and scarf, skirt (no shorter than two (2) inches above the knee) or dress slacks, and dress shoes with heels no more than 3 ½ inches in height. A pant suit with dress blouse and scarf or neckwear is acceptable. Sweaters, with or without scarf or neckwear, may be worn in the fall and winter months in lieu of blazer.

G. Project Management Personnel:

The project manager and assistant project manager shall present a professional appearance at all times, wearing appropriate business attire as fits the position.

1. Acceptable business attire and appearance for men are as follows:
 - a. Business suit or blazer with dress slacks.
 - b. Long sleeve dress shirt with tie.
 - c. Dress slacks. Slacks with belt loops must be worn with an appropriate dress belt.
 - d. Dark colored dress shoes – black, brown or cordovan.
 - e. Sweaters are acceptable during the fall and winter months in lieu of suit or blazer and tie.

2. Acceptable business attire for women are:
 - a. Dress slacks or skirt not shorter than two (2) inches above the knee.
 - b. Blouse with or without blazer or sweater.
 - c. Pant suit with appropriate blouse.
 - d. Dress not shorter than two (2) inches above the knee.
 - e. Dress shoes with heels no more than 3 ½” in height.

Note: Denim jeans are not acceptable attire while on duty except during training and other periods (moving furniture, cleaning offices, etc.) where a coat and tie would be unnecessary or inappropriate.

- H. Ambassador Supervisors and Agents are to wear proper name tags to be worn at all times on or above the chest area so as to be identifiable to the Administration and the travelling public. The type and style of the name tags shall be approved by the Administration.
- I. Unless hats are part of the Administration approved uniform, no headgear or head covering will be allowed indoors, unless a religious requirement and shall be determined on a case-by-case basis.
- J. If the Administration determines that a Contractor or Subcontractor employee is not in the approved uniform, the Administration reserves the right to have the employee removed from duty until that employee is dressed in the approved uniform. The Administration shall not compensate Contractor for the employee for time lost.

TP-1.19 Personal Conduct of all Contractor Employees

- A. The Contractor is responsible for the proper personal conduct of all its employees while on the premises. The Contractor agrees to terminate the service of any employee from this project whose conduct the Administration believes is detrimental to the best interest of the Administration, general public, or tenants.
- B. The Contractor is also fully responsible for the complete and continuous supervision of its Subcontractors during the duration of this Contract. All services provided by the Subcontractor shall be the responsibility of the Contractor.
- C. Personnel assigned to daily, routine and a specific area shall not perform project work that is to be paid for separately during that shift.
- D. The Contractor shall establish written rules and regulations governing the on-site and on-duty conduct of employees. These guidelines will be issued to the Administration within 30 days of commencement of the Contract and to all employees and subcontractors upon

hiring and shall be posted in the Contractor's break or preparation area. This includes a policy for employee use while on duty of electronic devices not directly related to the performance of their job for electronic devices (iPods, etc.), cell phones, texting, and personal calls. The Administration understands that there are instances (eg: family emergencies) where an employee must make or take a phone call for personal reasons while on duty. However, the Administration frowns on the use of cell phones or texting for personal reasons while on duty.

These rules and regulations shall include, but not necessarily be limited to, the following.

1. While on duty, employees shall **not**:
 - a. Be allowed to work while under the influence of drugs and/or alcohol.
 - b. Sleep, fight or engage in the willful destruction of Contractor's, tenants', public or fellow employee's property.
 - c. Engage in disorderly conduct while on the premises; i.e., dancing, swearing, horseplay, screaming, or overly loud talking and laughing.
 - d. Be discourteous to tenants or the traveling public.
 - e. Solicit or accept gratuities for any reason whatsoever from any tenant or person while on the premises.
 - f. Carry or wear any radio, stereo, headphones, earphones, earbuds, or recording equipment, including MP-3 and I-Pod type devices (other than Contractor approved and assigned radio communication devices intended to assist in the performance of their job).
 - g. Read newspapers, magazines, books, etc.
 - h. Carry personal belongings, plastic bags or other satchels/containers, except wallets. Only authorized equipment and supplies may be carried by employees.
 - i. Leave the premises of the terminal building for their lunch or work breaks without first signing out.
2. While on duty, employees **shall**:

- a. Act in a professional manner and be courteous to the travelling public and airport tenants. BWI Marshall's customers will frequently ask badged and uniformed airport employees for directions in and around the terminal to airline ticket counters, restrooms, baggage claim, security checkpoints, restaurants, shops, parking, transportation, elevators, etc. Employees should assist with directions and/or refer Airport customers to the Administration's Pathfinder Information Desks located throughout the airport terminal for assistance.
- b. Report within 24 hours to Contractor all accidents that result in personal injury and/or property damage.
- c. Take breaks in the area provided to the Contractor or in the designated food concession areas of the airport terminal and **not** in the airline hold room areas, airport lounges, or airport meditation room (unless used for the purpose designated).
- d. Remain at their workstation until at least fifteen minutes prior to the end of their scheduled shift.

TP-1.20 Training

- A. The Contractor must supply experienced personnel trained in the performance of tasks required by this Contract. The Contractor must familiarize all employees with requirements unique in working in and around a commercial air transportation facility.
- B. Initial training for Contractor staff shall be provided by the Administration. However, subsequent training of new and replacement employees shall be at the Contractor's expense for a training program approved by the Administration.
- C. The Administration shall provide Airport Operations and Airport Security training. This includes annual refresher training as deemed necessary by the Administration. This training will be provided to Contractor personnel at the Administration's expense.
- D. Contractor employees shall be paid their normal hourly rate as referenced in **Volume II, Section I. A, Bid Submittal Form**, for Administration authorized or provided training.
- E. All Security Checkpoint Ambassadors and Terminal Support Monitors shall be crossed trained to be able to perform both functions as specified in this technical provision. This is to ensure that the Administration has the ability to allocate staffing as needed to ensure the safe and efficient operation of the Airport Terminal Building as needed, as well as for

emergency operations. As determined by the Administration, Ambassador Supervisors may also be cross-trained.

F. MAA Pathfinder Training

All Contractor employees will be required to complete the same training as MDOT MAA Pathfinders to provide familiarity with the airport layout, facilities and location of those facilities. At the discretion of the Administration, the Administration shall provide the Pathfinder training, or provide the Contractor the Pathfinder training program for the Contractor to provide the training.

G. The Contractor shall submit in writing to the Administration, within sixty (60) days from the start of the Contract, the plan for an on-going training program designed specifically for this Contractor's Ambassador Supervisors and Agents. Such a program is subject to the approval of the Administration.

H. Contractor personnel shall be fully trained for each job assignment they are required to perform. Each employee shall understand how to do the task, what type of supplies, equipment and tools are required, and how long the task should take to complete.

I. Contractor personnel are to receive on-the-job training about the Terminal areas and procedures that are not part of their previous experience. Such training must take place without interference with the normal activities of tenants, passengers and airport operations. As listed in TP-1.08, H, the Administration will provide training for the initial group of supervisors and agents hired for this contract.

J. The Contractor shall also train its employees how to talk with and engage tenants and public in a proper and courteous manner as referenced in TP-1.19.

K. All training shall be documented and signed by each employee as they complete each training segment. Upon the Administration's request, individual employee training records and any other training plans or documentation are to be made available to the Administration for review.

TP-1.21 Parking

A. Parking area for workers' vehicles may be located on Airport property at a location or locations as directed by the Administration. Annual parking passes authorized by the Administration for Contractor and employee vehicles working on the this contract will be provided at no cost to the Contractor.

- B. No vehicle owned by the Contractor's employees, subcontractor's employees, or other private individuals shall be allowed on the airfield, unless otherwise directed.
- C. The Contractor and its employees are responsible for transportation to and from the Airport. All transportation costs are the responsibility of the Contractor or its employees, not the Administration.
- D. Parking on the Upper Level of the roadway shall be by permit only. Should it be required, the Contractor shall coordinate with the Contract Administrator to obtain a Temporary Parking Permit and follow all the subsequent rules and regulations.

TP-1.22 Contractor Office Space and Office Furnishings

- A. The Administration shall provide office, storage and break and other areas to the Contractor as appropriate and available. These areas will be provided at no charge to the Contractor.
- B. The Contractor shall provide all furnishings for Contractor's personal use. These furnishings should include, but not necessarily be limited to: desks, chairs, tables, lockers, shelving, phones and answering machine, fax, copier, as well as voice and data lines. The costs shall be factored in the all-inclusive salary and labor rates per **TP-1.13, A. 1**, and listed in **Volume II, Section I. A Bid Submittal Form**.
- C. The Contractor shall keep all Administration supplied work spaces in a clean and orderly manner at all times.

TP-1.23 Security Requirements

- A. It is the Contractor's responsibility to become familiar with the various aspects of **49 CFR 1542**, Transportation Security Administration, Department of Transportation, and Airport Security. Any violation by the Contractor and any subsequent fines imposed due to the violation will be the responsibility of the Contractor. The Contractor may find a link to **49 CFR 1542** on the TSA website.
- B. All Contractor employees working in secured areas shall be required to obtain a valid airport-issued Security Identification Badge from the Administration, including a U.S. Customs Seal, in accordance with **SP-1.29 BWI Airport Security, Access Badge, Airfield Vehicle Ramp Permits and U.S. Customs Access Badges**. Contractor personnel shall not be permitted to begin work on the job site until issued an Access Badge. Contractor must insure that Badges are displayed at all times while employees are in the Security Identification Display Area (SIDA).

Note: Airport Security Clearance and U.S. Customs and Border Protection Clearance usually takes about four (4) weeks. Contractor should plan accordingly as no Contractor or Subcontractor employee who is not properly badged may start work on this Contract.

- C. The Contractor shall be required to obtain an Airport Customs Security Area. The Contractor shall be reimbursed for the direct cost of the bond from the Extra Work Allowance per **TP-1.14** upon receipt of appropriate documentation.
- D. The Contractor is responsible for maintaining a list of MAA authorized identification badge holders within the Contractor's organization. Upon Administration's request, the Contractor must be able to submit a report listing the badge holders. The report must include the following:
1. Company Name
 2. MDOT MAA Contract Number
 3. Application Date
 4. Name of Badge Holder
 5. Badge Number
 6. Badge Approval Date
 7. Customs Area Access Information
 8. Expiration Date.
- E. All Airport access identification badges are the property of the Administration. Upon the Contract Ending Date, or in the event any Representative is terminated for any reason or resigns, or is absent in excess of 22 days, the access badges must be returned to the Administration within 24 hours. A copy of the return receipt certificate (issued by the Office of Airport Security) must be submitted to the Authorized Signer of the original application. The Contractor's monthly payment or a penalty of \$1,000.00 per person per occurrence may be withheld unless the access badges are returned, and a return receipt certificate is tendered.
- F. All Contractor employees who operate motorized vehicles shall be required to obtain a valid airport-issued driving permit. No individual shall be allowed to operate a motor vehicle unescorted in the BWI Marshall Airport Air Operations Area (AOA) unless that individual is properly badged and has successfully completed Airfield Driver's Training.
- G. All motor vehicles operated by Contractor employees must have an airfield inspection performed before allowed onto the AOA. The vehicles must be free from any leaks (oil, fuel, coolant, hydraulic fluid, and chemicals), be equipped with safety equipment (fire extinguisher and triangles – no flares are acceptable), and all lights and warning devices shall be operational. The airfield inspection and all required repairs shall be at the Contractor's expense.

TP-1.24 Administration's Right to Inspect

- A. Until the end of the period specified for the keeping of books and records, the Administration shall have the right to inspect and audit all books and records of the Contractor relating to its operations under this contract. Records shall be made available at BWI Marshall unless the contractor requests the records to be maintained outside of BWI Marshall and agrees to pay for all travel costs associated with the audit by the Administration or its designated agent. Any such inspection or audit shall be conducted during regular business hours and may be conducted by Administration employees or by anyone authorized in writing by the Administration to conduct such inspections and audits. The contractor shall produce the appropriate books and records on request of the Administration, and further, shall reasonably accommodate the Administration's representatives who are conducting the inspection or audit by providing work space, allowing photocopying and allowing interviewing of employees and subcontractors. Such audit shall be in a form and in detail satisfactory to the Administration. Except as otherwise expressly provided herein, the cost of such audit shall be borne by the Administration. The Administration's right to inspect books and records extends to the books and records of all subcontractors under this contract as well as to the work papers of the Contractor's Certified Public Accountant as they relate to this contract.

- B. If an audit inspection in accordance with this section reveals reimbursements for inflated, inaccurate, and/or unauthorized charges by the Contractor to the Administration of more than one half of one percent (0.5%) of total billings for any monthly period, the Contractor shall upon written notice from the Administration, pay such additional sums. Any adjustments and/or payments which must be made as a result of any such audit inspection of the Contractor's records will be made within a reasonable amount of time (not to exceed thirty (30) days) from presentation of Administration findings to the Contractor.

- C. If, as a result of such inspection or audit, it is determined that the Administration has underpaid the Contractor, the Administration shall pay the Contractor an amount equal to such underpayment within thirty (30) calendar days following such determination.

- D. This State or any authorized representative of the Federal government shall also have the right to audit.

TP-1.25 Maintenance of Books and Records

- A. Contractor shall maintain all its records relating to performance of this Contract in accordance with generally accepted accounting principles. Such records shall be true and accurate, complete and detailed, showing all costs incurred by Contractor in performance

of this Contract, together with source documents and supporting data. Such records shall include, but not necessarily be limited to, all invoices and billings received and records of payment thereof; personnel time slips; reports and source data pertaining thereto (which may include without limitation, electronic media compatible with the computers available to the Administration, computer generated hard copies DVD's/CD's. Contractor shall retain such records (originals, not copies) pertaining to each year of its operations under this Contract for a period of not less than three (3) calendar years following the last day of each Contract Year within the term of this Contract. Prior to the end of each such three (3) year period, Contractor shall, in writing, notify the Administration of Contractor's intent to dispose of any such records, not later than thirty (30) calendar days in advance of such disposal. The Administration reserves the right to request the Contractor to extend the record retention period for an additional period of up to three (3) years. The Administration shall, in writing, notify Contractor as to whether or not the Administration shall exercise such right, within ninety (90) calendar days following receipt of notice of intent to dispose from Contractor. In the event that the Administration exercises such right, Contractor shall promptly transfer ownership and possession thereof to the Administration.

- B. Notwithstanding the foregoing, records pertaining to unresolved disputed items are not subject to the three (3) year limitation for retention and shall be retained beyond such three (3) year period until such dispute is resolved to the satisfaction of the Administration. Following such resolution, the Contractor shall comply with the notice procedure set forth with respect to notice of disposal of records pertaining to such disputed items.
- C. As to any records retained by the Contractor outside the boundaries of the Airport, upon written request by the Administration pursuant to this Section, the Contractor shall make such original records available at Airport within seven (7) calendar days, without charge to the Administration as an operating expense or otherwise.

TP-1.26 Insurance Requirements

- A. The Contractor shall be responsible for indemnifying the Administration, the State of Maryland, the Maryland Department of Transportation, and their authorized officers, directors, agents, employees, volunteers, and representatives for any and all operations authorized under this Contract and as set forth elsewhere in this Contract.
- B. The Contractor shall take out and carry in effect, through the term of this Contract (as defined elsewhere in this Contract) a policy or policies of insurance, with a reputable insurance company that is financially sound and, when possible, authorized to conduct business in the State of Maryland and upon whom process in any suit or action or other proceeding in the courts of the State of Maryland or of the United States may be served, insuring the Contractor against all liability, subject to policy terms, conditions and exclusions, for injuries to persons (including wrongful death) and damages to property

caused by the Contractor's use and occupancy of the Premises or otherwise caused by the Contractor's activities and operations on said Premises or elsewhere at the Airport, the policy limits thereof to be in the minimum(s) which may be increased by the Administration, as deemed necessary, as set forth below. Said levels of insurance are to cover claims arising in connection with this Contract and shall not be subject to any degree of depletion as a result of claims arising in connection with other activities undertaken by the Contractor.

- C. The Contractor shall be responsible to ensure that all Subcontractors independently carry the minimum insurance requirements or are covered under the Contractor's policies.
1. Commercial General Liability Insurance. The Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance.
 - a. The CGL insurance and, if necessary, commercial umbrella insurance shall be a limit of not less than **Two Million Dollars (\$2,000,000)** for each occurrence, which may be increased by the Administration, as deemed necessary.
 - b. The CGL insurance shall be written on ISO occurrence form CG 00 01 01 96 (or a substitute form providing equivalent coverage) and shall cover, but not be limited to, liability arising from Premises, Operations, Independent Contractors and Subcontractors, Products-Completed Operations, Personal Injury and Advertising Injury, and liability assumed under an insured contract, and contain separation of insureds (cross liability) condition. Explosion, Collapse, and Underground Property Damage Liability shall not be excluded.
 - c. The CGL insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Administration. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. If the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
 - d. Waiver of Subrogation. Contractor waives all rights against the State of Maryland, the Maryland Department of Transportation, the Administration and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent these damages are covered by the CGL or umbrella liability insurance obtained by the Contractor pursuant to this Contract.

- e. Additional Insureds Endorsement. The CGL and, if necessary, commercial umbrella insurance shall be endorsed to identify the State of Maryland, the Maryland Department of Transportation, the Administration, and their authorized officers, directors, agents, employees, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing the same must be provided to the Administration in accordance with Paragraph H. Evidence of Insurance.
- f. Cancellation, Material Changes, or Non-Renewal Endorsement. The CGL and, if necessary, commercial umbrella insurance shall be endorsed to provide the Administration with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice, in writing, of cancellation, non-renewal, or material change. A policy endorsement evidencing the same must be provided to the Administration in accordance with Paragraph H. Evidence of Insurance.

2. Commercial Automobile Liability Insurance

- a. The Contractor shall maintain automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit, which may be increased by the Administration, as deemed necessary, as set forth below:
 - 1) Non-Restricted Areas (Areas accessible to the General Public). A limit of not less than One Million Dollars (\$1,000,000) for each accident.
 - 2) Restricted Areas (Non-Movement Area Access – Aircraft ramp areas). A limit of not less than Five Million Dollars (\$5,000,000) for each accident.
 - 3) Restricted Areas (Movement Area Access – Runways and Taxiways). A limit of not less than Ten Million Dollars (\$10,000,000) for each accident.
- b. This Contract *does not* require the Contractor to have vehicular access to the Restricted Areas of the Airport. The limit provisions of commercial automobile liability insurance for *non-restricted areas in section C.2.a.1.)* apply to this Contract. If, at a later date, escorted or unescorted vehicular access to the *restricted areas of the Airport* are necessary or required for the Contractor to carry out this Contract, then the appropriate insurance

limits described above shall be obtained by the Contractor before accessing those restricted areas.

- c. Such insurance shall cover liability arising out of any auto. If the Administration does not own automobiles, then coverage, at a minimum, shall be for non-owned and hired autos.
 - d. Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, or CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
 - e. Waiver of Subrogation. The Contractor waives all rights against the State of Maryland, the Maryland Department of Transportation, the Administration and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by the Contractor pursuant to this Contract or under any applicable auto physical damage coverage.
 - f. Designated Insured Endorsement (Additional Insured). The automotive liability insurance and, if necessary, commercial umbrella insurance shall be endorsed on ISO endorsement form CA 20 48 (or a substitute form providing equivalent coverage) to identify the State of Maryland, the Maryland Department of Transportation, the Administration, and their authorized officers, directors, agents, employees, volunteers, and representatives as additional insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing the same must be provided to the Administration in accordance with Paragraph H. Evidence of Insurance.
 - g. Cancellation, Material Changes, or Non-Renewal Endorsement. The automotive liability insurance and, if necessary, commercial umbrella insurance shall be endorsed to provide the Administration with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice, in writing, of cancellation, non-renewal, or material change. A policy endorsement evidencing the same must be provided to the Administration in accordance with Paragraph H. Evidence of Insurance.
3. Worker's Compensation and Employer Liability Insurance. Contractor shall maintain workers' compensation and employer's liability insurance.

- a. Worker's Compensation. Coverage shall be at statutory limits as required by the laws of the State of Maryland.
 - b. Employer's Liability. The commercial umbrella and/or employers liability limits shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease, which may be increased by the Administration as deemed necessary.
 - c. Waiver of Subrogation Endorsement (WC 00 03 13). Contractor waives all rights against the State of Maryland, the Maryland Department of Transportation, the Administration and their agents, officers, directors, employee's, volunteers, and representatives for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by the Contractor pursuant to this Contract. The Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver which must be provided to the Administration in accordance with Paragraph H. Evidence of Insurance.
 - d. Cancellation, Material Changes, or Non-Renewal Endorsement. The workers compensation and employers liability insurance shall be endorsed to provide the Administration with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice, in writing, of cancellation, non-renewal, or material change. A policy endorsement evidencing the same must be provided to the Administration in accordance with Paragraph H. Evidence of Insurance.
4. Other Insurance. Other insurance may be required during the term of this Contract, as determined by the Administration and the Contractor shall obtain such additional insurance required by the Administration at its own cost and expense within forty-five (45) days after receipt of written request from the Administration.
- D. Self-Insured Retention (SIR) or Deductible. The use of a SIR or deductible is allowed. The limits of the SIR or deductible must be approved by the Administration.
- E. Insurance Company's Financial Rating. For those insurance companies subject to A.M. Best's ratings, they shall have an A.M. Best's rating of A- or better and a financial size category of VII or better. For those insurance companies not subject to A.M. Best's ratings, they shall have a nationally or internationally recognized reputation and responsibility and shall be approved by the Administration with such approval not to be unreasonably withheld.

F. Insurance shall be written on an occurrence, not claims made basis. Professional Liability Insurance and Environmental Impairment Liability Insurance, if required in this Contract, shall be on a claims-made basis.

G. Required Endorsements

1. Additional Insureds Endorsement. All policies, except workers' compensation and professional liability, shall be endorsed to identify the State of Maryland, the Maryland Department of Transportation, the Administration, and their authorized officers, agents, employees, directors, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing the same must be provided to the Administration in accordance with Paragraph G. Evidence of Insurance.
2. Designated Insured Endorsement (Additional Insured). The automotive liability insurance and, if necessary, commercial umbrella insurance shall be endorsed on ISO endorsement form CA 20 48 (or a substitute form providing equivalent coverage) to identify the State of Maryland, the Maryland Department of Transportation, the Administration, and their authorized officers, directors, agents, employees, volunteers, and representatives as additional insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing the same must be provided to the Administration in accordance with Paragraph G. Evidence of Insurance.
3. Cancellation, Material Changes, or Non-Renewal Endorsement. All policies shall be endorsed to provide the Administration with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice, in writing, of cancellation, non-renewal, or material change. A policy endorsement evidencing the same must be provided to the Administration in accordance with Paragraph G. Evidence of Insurance.
4. WC 00 03 13 Endorsement. An endorsement equivalent to WC 00 03 13 is required to effect the waiver of subrogation requirement for workers' compensation and employer's liability. A policy endorsement evidencing the same must be provided to the Administration in accordance with Paragraph G. Evidence of Insurance.

H. Evidence of Insurance

1. Prior to the commencement of this Contract, unless otherwise specifically authorized by the Administration in writing, and at least annually thereafter, and as soon as possible after renewal but no later than five (5) business days after said renewal, the Contractor agrees to furnish the Administration with certificate(s) of insurance and the required endorsement(s) referenced herein, executed by a duly

authorized representative of each insurer, showing compliance with the insurance requirements of this Contract.

- a. Each certificate of insurance shall provide for thirty (30) days written notice to the Administration prior to the cancellation, non-renewal, or material change of any insurance referred to herein.
- b. The words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted from the cancellation provision of all certificates of insurance provided by Contractor or duly authorized representative of each insurer.
- c. Certificate(s) of insurance shall indicate at a minimum; the type, kind, and amount of insurance in effect, the period of the policies, the Contract Number of this Contract, and any applicable additional insured statement as referred to herein.
- e. If commercial umbrella or excess policies are obtained by The Contractor to meet the required limits of insurance, then the certificate of insurance must indicate the policies covered by said umbrella or excess policies.
- f. Required endorsement and certificate(s) insurance and shall be issued to:

**Maryland Aviation Administration
Office of Procurement
MAC Building, 2nd Floor
7001 Aviation Boulevard
Glen Burnie, Maryland 21061**

- g. The Administration reserves to right to obtain relevant endorsements, declaration pages, and/or a complete copy of the insurance policy(s) from the Contractor, evidencing the coverage required herein, upon written demand. The Contractor shall provide certified copies of the required items within ten (10) business days of the Administration’s written request for said copies. The Administration shall deem such information confidential commercial and/or confidential financial. All policies and declaration pages shall be returned to the Contractor upon review and acceptance by the Administration.

- I. In no event will any insurance referred to herein be cancelled by the Contractor without the prior written consent of the Administration.

- J. The failure of the Administration at any time or from time to time, to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Contractor to maintain such insurance or to defend and hold the Administration harmless with respect to any items of injury or damage covered by this Contract.
- K. Failure to maintain the insurance required by this Contract shall be the basis for immediate termination of this Contract at the Administration's option.
- L. No Representation of Coverage Adequacy. By requiring insurance herein, the Administration does not represent that coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on the Contractor's liability under the indemnities granted to the Administration in this Contract.
- M. As indicated above, the Contractor may use commercial umbrella liability insurance so that the Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Contract.
- N. The Administration reserves the right at any time throughout the term of the Contract to adjust the aforementioned insurance requirements, if, in the Administration's reasonable judgment, the insurance required by the Contract is deemed inadequate to properly protect the Administration's interest. The Contractor agrees that it will adjust such insurance requirements, and, if necessary, those of its Subcontractors, at its own cost and expense, within forty-five (45) days after receipt of written request from the Administration.
- O. Incidents. To the extent of the Contractor's knowledge, the Contractor shall send a written report to the Administration within twenty-four (24) hours or as soon as possible, but no more than four (4) business days, of the Contractor's receipt of any knowledge of any accident or other event arising in any manner from the performance of the Contract which results in or might have resulted in bodily injury, personal injury, property damage, or loss of any kind. A copy of the report shall be sent to:

**Maryland Aviation Administration
Airport Risk Management Division
Terminal Building, Third Floor
P. O. Box 8766
BWI Marshall Airport, MD 21240-0766**

III. GENERAL CONDITIONS

- GC-1 Termination for Nonappropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
- GC-2 Maryland Law. This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- GC-3 Disputes. This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies).
- GC-4 Changes. This Contract may be amended only with written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).
- GC-5 Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

- GC-6 Nondiscrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- GC-7 Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor, not (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or their subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
- GC-8 Termination for Convenience. The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).
- GC-9 Political Contribution Disclosure. The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or

other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html

GC-10 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 and conditions of this IFB and the Contract, attached herein as **Attachment A**. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. **Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.**

GC-11 Electronic Funds Transfer. By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

SECTION IV - SPECIAL PROVISIONS

SP-1.01 Conditions of Commercial Nondiscrimination

A. The following provision is mandatory for all State contracts and subcontracts:

As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The following provision is mandatory for all State contracts:

As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

SP-1.02 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in the following Section Entitled *Living Wage Requirements for Service Contracts*. If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.

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

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.79 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$10.36 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been determined to be a Tier 1 contract.

Requirements for Service Contracts:

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
 1. A Contractor who:

- a. has a State contract for services valued at less than \$100,000, or
 - b. employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
- 2. A Subcontractor who:
 - a. performs work on a State contract for services valued at less than \$100,000,
 - b. employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - c. performs work for a contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
- 3. Service contracts for the following:
 - a. services with a Public Service Company;
 - b. services with a nonprofit organization;
 - c. services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”);
or
 - d. services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

SP-1.03 Minority Business Enterprise (MBE)

- A. MBE firms are encouraged to respond to this solicitation. MDOT hereby notifies all Offerors that in regard to any contract entered into pursuant to this RFP, MBEs will not be subject to discrimination on the basis of race, color, sex or national origin in consideration for an award. It is the goal of the MAA that MBEs participate in all projects.

- B. MBE Subcontractor Participation Goals. For the purposes of this Contract, there is no MBE participation required.

SP-1.04 Veteran-owned Small Business Enterprises (VSBE)

- A. VSBE Subcontractor Participation Goals. For the purposes of this Contract, there is no VSBE subcontractor participation required.

SP-1.05 Contract Insurance Requirement

- A. Please see TP-1.26 for Insurance Requirements.

SP-1.06 BWI Marshall Airport Security, Access Badges, Airfield Vehicle Ramp Permits, and U.S. Custom Badges

A. Introduction to Airport Security

1. All Contractor employees and subcontractors and their employees shall comply with all BWI Marshall Airport Security Program (ASP) and all Transportation Security Administration (TSA) regulations. The Airport shall take immediate and aggressive action to ensure compliance with the federally issued Transportation Security Regulations (TSR), Part 1542 (Airport Security), the BWI Marshall ASP, and United States Public Laws 106-528 and 107-71.
2. Security is to be maintained at all times. If security is breached or penetrated by contract personnel in any manner or form at any time during this contract the Contractor is required to immediately restore "security" regardless of the cost and circumstances. The Contractor and all subcontractors, in the performance of their duties, shall be responsible for maintaining the integrity of the controlled access security system for the duration of this contract.

The information contained in this section is confidential, and protected under the Transportation Security Regulation (TSR) 1520.

It is imperative that everyone fully understands the responsibilities of airport security. Failure to comply with the above requirements or any other local, state and federal directives may result in civil penalties directly to the individual responsible.

All inquires pertaining to security procedures and process contained in this contract shall be referred to the BWI Marshall Airport Security Coordinator, the Alternate Airport Security Coordinator, or the BWI Marshall Security Center.

B. Definitions

1. Air Carrier: An entity holding an FAA Air Carrier Operating Certificate who is engaged in conducting scheduled passenger operations or public charter operations. These entities are regulated under TSR 1544. Air Carriers are also referred to as Airlines.
2. Air Operations Area (AOA): The portion of an airport designed and used for landing, taking off or surface maneuvering of airplanes.
3. Airport Operator: An entity holding an FAA Airport Operating Certificate who operates an airport regularly serving scheduled passenger operations or public charter operations. These entities are regulated under TSR 1542. The Maryland Aviation Administration is the Airport Operator for BWI Marshall Airport.
4. Airport Security Coordinator (ASC): Primary contact for security-related activities and communications with the Transportation Security Administration (TSA).
5. ASRU: Aviation Security Regulatory Unit. The section within the TSA responsible for conducting tests of an Airport's Security Program. They perform especial emphasis assessments and comprehensive assessments of the airport's security posture.
6. Challenge Procedure: Airport-approved process by which individuals with unescorted access to the SIDA or other areas controlled for security purposes, contact, approach, or point out to appropriate authorities, individuals or vehicles present in those areas but not displaying appropriate airport-approved identification media.
7. Criminal History Records Check (CHRC): A fingerprint based check of an individual's criminal history performed through the FBI's Criminal Fingerprint Database to determine if an individual has been convicted of one of 36 disqualifying crimes in accordance with Public Laws 106-528 and 107-71. This is required of all new applicants for Unescorted SIDA.
8. Access after December 23, 2000, by Public Law 106-528 and for all Airport Employees having unescorted SIDA access by Public Law 107-71.
9. Escorted Access: Authorized to be in the SIDA only when properly accompanied by an escort in accordance with the Airport Security Program. Proper escort procedures at BWI Marshall require the badged employee providing the escort to know the individual(s) they are escorting and that they remain within sight and reasonable speaking distance of that individual while in the SIDA.

10. Maryland Aviation Administration: (MAA) An Agency within the Maryland Department of Transportation (MDOT) responsible for the ownership and administration of Baltimore/Washington International Airport (BWI Marshall).
11. Public Law 106-528: An act (law) passed by the United States Congress on November 23, 2000, entitled “The Airport Security Improvement Act”.
12. Public Law 107-71: An act (law) passed by the United States Congress on November 19, 2001, entitled “The Aviation and Transportation Security Act”.
13. Secure Area: An area whose access control system meets the requirements specified in TSR 1542.201. This area is also referred to as the SIDA-Secured. It is made up of the aircraft ramps and loading areas around the main terminal building.
14. Security Identification Display Area (SIDA): Any area identified in the Airport Security Program as requiring each person to continuously display airport-approved identification badge, unless the person is under airport-approved escort. The proper way to display a badge is face out, above the waist but below the neck and on the outermost garment. At BWI Marshall, the SIDA is considered to be everything within the airport’s security fence-line.
15. Sterile Area: An area to which access is controlled by the inspection of persons and property in accordance with an approved Security Program. Sterile Areas at BWI Marshall Airport are restricted to ticketed passengers only and appropriately badged employees. As of April 1, 2003, individuals working in the sterile area must have undergone a criminal history records check via fingerprinting. The Sterile Areas at BWI Marshall Airport are the Concourses or Piers.
16. TSA: Transportation Security Administration. An agency of the United States Federal Government (Executive Branch) responsible for Civil Aviation Security through the enforcement of regulations (Under Title 49) designed to safeguard Civil Aviation Operations against acts of violence or acts of unlawful interference. TSA is responsible for the safety and security of passengers, flight crews, ground operations personnel and the general public.
17. Unescorted Access: Authorized to be in the SIDA, or other controlled areas for security purposes. An individual must possess and properly display a BWI Marshall SIDA Access Badge in order to have unescorted SIDA access privileges.
18. 49 CFR Part 1542: Section within Title 49 Code of Federal Regulations specifically dealing with Airport Security.

19. 49 CFR Part 1544: Section within Title 49 Code of Federal Regulations specifically dealing with Aircraft Operator Security (Airline Security).

C. BWI Marshall Airport Access Badges

1. The Administration's office or section with the primary duty of managing the subject contract (known as the Airport Operator) shall sponsor the badging of one individual from the Contractor's company (usually a manager or supervisor), and perform an employment history investigation if necessary. This individual shall then be responsible for sponsoring (signing badge applications) and performing employment history investigations for all subsequent Contractor employees.
2. All Contractor personnel who, in the performance of their duties, must have access to the Security Identification Display Area (SIDA) of the Airport, or who are seeking access to the Sterile Areas of the Airport, shall first obtain a valid Airport-issued Badge (Identification) from the Administration. Prior to Badge issuance, the individual requesting a Badge must first submit to fingerprinting for the purposes of undergoing a Criminal History Record Check. The Criminal History Record Check will determine whether an individual has, within the last 10-years, been convicted of one of 36 disqualifying crimes. In accordance with 49 CFR Part 1542 and Public Law 106-528, this will be used as the sole determining factor for granting permanent unescorted SIDA access privileges or Sterile Area access privileges.
3. If the work to be completed by a particular individual or sub-contractor is short-term, and the Contractor has appropriately badged personnel available, said individuals may be escorted. The escort(s) must stay with the non-Badged individuals(s) at all times, and must be able to "control" such individuals. Control implies remaining within a reasonable speaking distance of the person being escorted.
4. Contractor personnel shall not be permitted to begin work on the job site until they are issued an Access Badge. Contractor must insure that Badges are displayed at all times while employees are in the SIDA.
5. The Administration reserves the right to confiscate or suspend the Access Badge of any employee allegedly involved in any of the criminal acts enumerated under 49 CFR Part 1542 or for security violation at the Airport; and to permanently revoke the Access Badge upon a guilty, nolo contendere, or probation before judgment disposition of the charges.
6. Contractor is hereby on notice that all persons not properly identified by BWI Marshall Airport-issued Access Badges may be challenged, and if positive identification or association cannot be made, appropriate corrective action shall be taken by the Administration.

7. All Airport Access Identification Badges are the property of the Administration and upon completion of the contract or in the event any employees are terminated the Contractor must return all Access Badges to the Administration. Additionally, the Contractor shall be responsible for the replacement cost of lost Badges.

D. Access Badge Application Procedures

1. All BWI Marshall Airport Identification badge applicants and those requesting the authority to authorize others to have unescorted access privileges to the BWI Marshall SIDA or the BWI Marshall Airport Sterile Areas must clearly demonstrate a need to have that access at BWI Marshall Airport for business-related functions. Convenience does not equate to demonstrating a need for SIDA Access.
2. BWI Marshall Airport Identification Badge application may be obtained from the Airport Security Division, your sponsoring section. The application must be typed and include original signatures. Sections 1, 2, 5, and 6 must be filled out.
3. Security Threat Assessment (STA) Form, or the security threat assessment part of the badge application form, must be filled out. Security Directive SD 1542-04-08C requires air carriers, tenants and contractors to verify the identity and citizenship, or immigration status of each individual applying for any kind of airport issued ID medium. This is done through the STA form. The documentation in support of the STA form must be verified by the authorized signer.
4. Beginning December 11, 2006, all individuals applying for ID badges (new applicants) will need to bring to the Airport Security Division the Security Threat Assessment (STA) Form described above, and two forms of ID to support the STA form: A Driver's License (or Military ID) plus a Birth Certificate, Passport, Alien Registration Card, or a visa card, form, or document showing eligibility to live and work in the United States. Please use the list on the back of the STA Form to guide you.
5. The Contractor and Administration section shall decide what type of access Contractor's employees will require. Access is granted on the basis of operational need, not convenience. Decide whether you will need a Black, Red, Blue, Green or Yellow badge.
6. The completed and typed badge application to the Airport Security Division, along with two valid forms of identification as noted below.
 - a. The Airport Security Division must verify the identity of the access badge applicant through the presentation of two (2) forms of identification prior to

fingerprinting. Please be prepared to present original documentation. One (1) form of identification must have the individual's photograph and must be a State or Federally issued document such as a valid US passport, state issued driver's license or identification card, military ID, Certificate of US Citizenship, Certification of Naturalization, etc. The second form of identification acceptable for supporting identification purposes is items such as social security card, voter's registration card, education ID, etc.

PLEASE NOTE: Acceptable identification is limited to that listed on the application. Identification, which is expired or appears altered, will not be accepted. Once acceptable, original identification is presented and copies are made by the Airport Security Center, the individual will then be fingerprinted.

- b. All contractors who, in the performance of their duties, must have unescorted access to the BWI Marshall Airport Security Identification Display Area (SIDA) or the BWI Marshall Airport Sterile Areas shall first obtain a valid BWI Marshall Airport SIDA Identification Badge. Prior to badge issuance, the individual requesting an unescorted SIDA Identification badge must first undergo a Criminal History Record Check (CHRC) via FINGERPRINTING as mandated by United States Public Laws 106-528 and 107-71 and SD 1542-02-3A. Airport contractors and non-air carrier employees (falling under Transportation Security Regulation (TSR) 1542) must be fingerprinted by the BWI Marshall Airport Security Division under the Airport's Submitting Office Number (SON). The results of the CHRC are returned to the Airport for adjudication.
- c. Once the Airport Security Division receives classifiable and cleared fingerprint results, and there are no disqualifying crime convictions in accordance with Public Laws, the individual will be eligible to attend SIDA Training and may be issued a SIDA Identification Badge. If the CHRC discloses any disqualifying crime convictions, a SIDA Identification Badge will not be issued. If you are denied a SIDA Access badge you will receive a letter from the Airport Security Administration advising you of your status and your options.
- d. If the work to be completed by a particular Contractor or Subcontractor is short-term, and appropriately badged personnel are available, said employees may be escorted. The escort(s) must stay within physical proximity of the escorted employee(s) at all times (normal speaking distance).
- e. The Contractor shall not be permitted to begin work on the BWI Marshall Airport SIDA until issued an Identification Badge, unless proper escort procedures are in process. Badges must be displayed at all times below the neck; above the waist on the outer garment with the photograph facing outwards while

the employee is in the SIDA. Please see Exhibit #2 for a depiction of BWI Marshall Airport badges and access levels.

PLEASE NOTE: Falsification of Identification Badge documentation is a violation of Federal Law and may lead to criminal prosecution.

E. Authorized Signers for BWI Marshall Airport Access Badges

Sponsorship into the BWI Marshall Airport Community

The Administration section sponsoring the Contractor must issue a letter of sponsorship. As a Contractor for the MAA, the Administration's Division of Facilities Development and Engineering will be sponsoring you. They may be reached at 410-859-7081.

Authorized Signers

1. The Contractor must designate an authorized signer for the company. The Contractor's sponsor shall sign for the first badge (that of the Authorized Signer). This individual must be badged first.
2. The section within the Administration with the primary duty of managing the Contractor shall be responsible for sponsoring the Contractor and their Authorized Signer. In order to do this, the Administration section responsible for managing the contract must submit, in writing, to the Airport Security Division, a sponsorship letter on MAA letterhead, stating the name of the contractor or new tenant. The letter must include the following:
 - The contract number and project title and description or purpose.
 - **Access requirements, duration, point-of-contact and hours of operation.**
 - The individual(s) identified as being given the signatory authority, their title, and contact information if different from section #2 on the application.
 - An original signature sample for each authorized signer.
 - An Administration's Authorized Signer must sign the letter. It is required that designated "Authorized Signers" sign this letter so that their signatures can be on file in the Airport Badging Office. Please refer to the sample letter.
3. Once the Authorized Signer for Contractor has been established and processed, this individual shall have the authority to sign all access badge applications for that Contractor's employees. The Authorized Signer must possess a valid badge in order to sign for other individuals to be badged. Note: An Authorized Signer cannot authorize for greater access than they themselves possess (i.e., If the Authorized

Signer has been issued a Green badge, they cannot sign for someone to be processed for a Red Badge).

F. Unclassifiable Fingerprints

When an individual's prints are returned from the FBI as "unclassifiable," the airline or airport operator is required by law to attempt a second printing of the individual (either electronically or via ink) prior to deferring the case to alternate procedures. When an individual's fingerprints are returned from FBI as "Unclassifiable" for the second time, the following procedure must now be utilized in order to clear an individual for access to the SIDA:

1. **The airport operator (if printed under 1542.209) or aircraft operator (if printed under 1544.229) must now conduct a full 10-year employment verification on the individual. An individual shall not be considered "cleared" under this investigation if there is an unexplained gap of 30 days or more pertaining to the individual's whereabouts during this 10-year period. A guidebook for acceptable alternatives in cases where an individual has not been employed for periods of time during the 10-year period is available on the Airport Security and Air Carrier Security WebBoards.**
2. **The individual must present, with his or her application for unescorted access authority, a certified birth certificate (along with a certified translation if the birth certificate is not in English).**
3. **The individual must present, with his or her application for unescorted access authority, a current government-issued identification card with a photo of the individual.**
4. **If the individual is a foreign national, the individual must present, with the application for unescorted access authority, a valid and current work visa or other equivalent document (which the employer must verify with the Immigration and Naturalization Service).**
5. **The airport operator or the aircraft operator, as appropriate, must request, through the TSA, a manual of FBI criminal history records check (CHRC) based on personal information contained in the documents described above.**

G. **Badge Renewals**

1. BWI Marshall SIDA ID Badges and Sterile Area ID Badges are programmed to expire yearly on the badge holder's birthday. Badge holders must renew their BWI

Marshall Airport ID Badges in person prior to the expiration date, which appears on the badge.

2. BWI Marshall SIDA ID Badge holders can renew their badges up to 30 days prior to the expiration date on the badge.
3. BWI Marshall SIDA ID Badge holders must bring their badge and any SIDA Access (perimeter gate) keys, which have been issued to them to the BWI Marshall Security Division in order to have an annual audit, conducted.
4. The BWI Marshall SIDA badge renewal process consists of filling out and signing the badge renewal form, undergoing BWI Marshall SIDA Training, and passing the test. The test consists of 20 questions and the applicant must achieve a passing score of 100% in order to retain their unescorted SIDA access privileges.
5. Failure to renew a BWI Marshall SIDA access badge prior to its expiration may result in a violation being assessed against the badge holder. The badge holder's signing authority may submit a letter explaining the reasons why a particular individual failed to renew on time. This letter must explain the circumstances, include the dates that the individual was indisposed, unavailable etc., and must assert that the individual in question has remained continuously employed by the sponsoring entity.

H. Security Violations and Penalties

1. **In the event that the Administration shall be subject to any fine or penalty by reason of any violation at BWI Marshall Airport of any governmental (including TSA) rules, regulations or standards as they now exist or may hereafter be promulgated or enacted, the Administration may conduct an investigation and make a determination as to the identity of the party responsible for the violation. If it is determined by the Administration that a contractor/tenant or staff member is responsible for all or part of the fine or penalty, the contractor/tenant shall pay said amount of the fine or penalty.**
2. **Individuals found in non-compliance of the security regulations for Airport shall have their unescorted SIDA access privileges temporarily suspended or permanently revoked. Under certain circumstances, a monetary fine or criminal prosecution may be applicable. Please refer to the following table for standard penalties.**
3. **BWI Marshall Airport Security Program Violations and Standard Penalties:**

VIOLATION	PENALTY
Failure to Challenge	1 to 7 day suspension of badge + repeat SIDA training
Failure to display badge on the outermost garment, above the waist	1 to 7 day suspension of badge + repeat SIDA training
Failure to ensure closing and locking of a Air Operations Area or Secured Area portal	1 to 7 day suspension of badge + repeat SIDA training
Failure to prevent "PIGGYBACKING" through a 1542.201/1542.203 portal	3 to 7 day suspension of badge + repeat SIDA training
Failure to follow correct escort procedures for individuals or vehicles; or escorting someone for other than business reasons or to bypass screening	3 to 7 day suspension of badge + repeat SIDA training
Utilization or attempt to utilize an ID badge other than the one specifically issued to you	3 to 7 day suspension of badge + repeat SIDA training
Utilization of altered or expired ID badge or Unauthorized Access to an area not granted by you badge	1 to 7 day suspension of badge + repeat SIDA training
Failure to report a lost or stolen badge within 24 hours	1 to 7 day suspension of badge + repeat SIDA training
Failure to renew a badge prior to its expiration	1 to 7 day suspension of badge + repeat SIDA training
Failure to surrender a badge to a law enforcement officer or an Airport Security Representative	1 to 7 day suspension of badge + repeat SIDA training

NOTE: SIDA Training for individuals committing security violations consists of training on the Inter-active Employee Training (IET) System, which involves testing. An individual will need to pass this test prior to having their access privileges re-instated. An individual under suspension of badge cannot be escorted into the SIDA.

I. Vehicular Movement on the Air Operations Area (AOA), SIDA and Airfield Driver

1. Training

- a. Control of vehicle traffic on the AOA is regulated by Code of Maryland Regulation (COMAR), 11.03.01.04. Detailed regulations are available at the Airport Security Center (Study Guide -- COMAR 11.03.01.04). As part of the Airfield Safety Training requirements, and prior to taking the written test, it is the responsibility of the Contractor to obtain the Study Guide and provide to all appropriate personnel.
- b. The Airport Security Division **Will Not** train any individuals unless they have an approved BWI Marshall Airport SIDA Identification Badge Application. The individuals must have undergone a CHRC via fingerprinting and have received results, which show their eligibility for unescorted SIDA access (thus proving that they have an operational need to know as prescribed by 49 CFR 1520). The Airport Security Division will maintain a training log for each training session conducted. The Airport Security Division will also maintain an individual training record for each individual trained for at least 180 days after termination of such individual.
- c. SIDA training and instruction is done through lecture and video. Only an Administration approved SIDA video specific to BWI Marshall shall be used. The lecture portion of the training curriculum must follow the video and must include a question and answer period. Participant questions shall be allowed and encouraged during this time.
- d. No individual shall be granted unescorted SIDA access at BWI Marshall Airport unless that individual has successfully completed BWI Marshall SIDA Training and passed the test. The test consists of 20 multiple choice questions, and the applicant must achieve a passing score of 100% in order to be granted unescorted SIDA access privileges. The test can be administered immediately following the video and lecture or at a pre-determined scheduled time. An individual may take the test up to 2 times. A 24-hour waiting/study period is mandatory prior to each re-test.
- e. No individual shall be allowed to operate a motor vehicle unescorted in the BWI Marshall Airport AOA unless that individual is properly badged and has successfully completed Airfield Driver's Training and passed the test with a score of 80% or better.
- f. Airfield Driver's Training and Instruction is done through lecture and video. Only an Administration-approved Airfield Driver's Training Video specific to BWI Marshall is used. The lecture portion of the training curriculum follows

the video and includes a question and answer period. The test consists of 20 questions and the applicant must achieve a passing score of 80% in order to be granted driving privileges. The test can be administered immediately following the video and lecture or at a pre-determined scheduled time. An individual may take the test up to 2 times. A 24-hour waiting/study period is mandatory prior to each re-test.

J. Airfield Vehicle Ramp Permit and Temporary Airfield Vehicle Registration

1. The Contractor shall secure from the Administration's Airport Operation Center an Airfield Vehicle Ramp Permit or Temporary Airfield Vehicle Registration for all its vehicles to be used in and around restricted areas of BWI Marshall Airport in connection to the fulfillment of its contractual obligation.
2. All vehicles shall be inspected and approved for operating on the AOA by the Administration's Division of Maintenance prior to receiving the airfield vehicle registration documentation. Vehicles satisfactorily completing the safety inspection shall be registered by the Airport Operations Center centrally located in the main terminal on the third floor. Please contact the MAA Automotive Shop at 410-859-7096 for hours and appointments in regards to vehicle inspections. Airport Operations can be reached at 410-859-7018. All vehicles are required to be covered on the company's insurance, coverage is a minimum of \$1,000,000, and a copy of the current proof of insurance (Accord) must be on file with Airport Operations.
3. The Contractor shall abide by all driving and parking rules and regulations at BWI Marshall Airport as stipulated and enforced by the Administration.

K. Airport Perimeter Access Control

1. All perimeter fence gates (manual and automatic) must be secured or manned (guarded) at all times. Any access portal (gates/doors) found to be unsecured, or any entry by an unauthorized person(s) and/or vehicle(s) as a result of the Contractor's failure to follow proper Airport Security procedures shall subject the Contractor to a TSA-imposed fine of up to \$10,000 per occurrence, and/or suspension of badge/revocation of the violator's BWI Marshall Access Badge.
2. Gate attendants (guards) may be Contractor employees, or others hired by the Contractor for this sole purpose. It shall be the responsibility of the Contractor to ensure all required security training is completed and understood. All gate attendants must have been issued a BWI Marshall Airport Access Badge prior to manning any access portal, and they must display their Badges at all times while in the SIDA. Specific TSA-mandated security rules and regulations, as well as BWI Marshall Airport Security Program requirements will be provided by the Airport Security Center.

L. U. S. Customs Access Badges

1. All Contractor personnel who in the performance of their duties must have access to the U. S. Customs and Immigration areas of the Airport shall comply with 19CFR Subpart S – Access to Customs Security Areas and 19USC113, Appendix A, Airport Customs Security Area Bond.
2. With the exception of all Federal and uniformed State and local law enforcement personnel, all Contractor personnel who have unescorted access to the Customs security area, must have and openly display or produce upon demand an approved identification card, strip, or seal issued by Customs.
3. Below are the items necessary in order to apply for a Customs seal:
 - a. A completed typed “Application for Identification Card” Customs Form 3078. (Available from Customs Office)
 - b. A letter on company letterhead from the employer requesting access and the justification for a Customs Seal.
 - c. A photocopy of a driver’s license, state ID card, or passport and a valid BWI Marshall Airport Badge.
 - d. A photocopy of the completed (to include training and OPM number) BWI Marshall Airport badge application.
 - e. A photocopy of the Airport Customs Security Area Bond for \$25,000 (Twenty-Five Thousand Dollars).

Above items shall be submitted in person to the U. S. Customs office in the International Terminal. After submitting the request for a Customs seal individuals will need to visit the office (approximately 3 weeks) to verify the completion of their request. Do not call. Once approval is granted by Customs please return the original form stating access is granted to the Airport Security Center, who will update the badge and necessary access. The Airport Security Center cannot affix Customs seal without approval from the U. S. Customs.

M. General Information

1. The Administration reserves the right to confiscate and suspend the BWI Marshall ID Badge of any employee allegedly involved in any felonious act or security

violation at the Airport; and, upon a guilty, nolo contendere, or probation before judgment disposition of the charge, to revoke the BWI Marshall ID Badge.

2. A Contractor is hereby warned that all persons not properly identified by an Airport-issued access badge may be challenged, and if positive identification or association cannot be made, the appropriate corrective action shall be taken.
3. At the completion of the contract or in the event any employees are terminated, the contractor/tenant must return all access badges and airfield vehicle permits to the Administration for computer deprogramming as soon as possible.
4. If the badge is lost, the individual or contractor/tenant is responsible for the cost of the replacement badge.
5. If a badge is damaged, please return it immediately to the BWI Marshall Airport Badging Office for a replacement. Failure to do so may result in a security violation.
6. **FINAL NOTE:** The BWI Marshall Airport ID Badge Application along with the attachments shall be submitted to the Administration prior to access badge issuance. The applicant's CHRC and all other badging and security training information shall be maintained by the employing agency/company in paper form until 180 days after the termination of the individual's authority for unescorted access. This paperwork must include a copy of the individual's BWI Marshall SIDA ID Badge application, the results of the Criminal History Records Check (CHRC) including the OPM case and file number and the final determination whether the individual is eligible for unescorted SIDA access privileges in accordance with Public Law 106-528 and Public law 107-71.

SP-1.07 Multiple or Alternate Proposals

An Offeror may not submit multiple or alternate proposals in response to this RFP. An Offeror will be disqualified from consideration for, but not limited to, the following reasons:

- a) submission of more than one proposal from an individual partnership, corporation or association under the same or different names;
- b) the MAA's reasonable belief that any Offeror has an interest in more than one proposal; and
- c) evidence of collusion among Offerors. A firm that responds to a project advertisement as a prime may not be included as a designated subcontractor to another entity that responds as a prime to the project advertisement. Multiple responses under any of the foregoing situations will cause the rejection of all responses of the firms involved. The above does

not preclude a firm from being set forth as a designated subcontractor to more than one (1) prime contractor responding to the project advertisement.

SP-1.08 Joint Venture Offerors

Only one (1) proposal will be accepted from a joint venture. Additionally a firm will not be permitted to submit as part of more than one (1) joint venture for the same project advertisement. If the Offeror is a joint venture firm, the Offeror should provide all identification information for all parties and all requirements for all parties (i.e. licenses, insurance, etc.) as requested. As part of the technical proposal submission, the Offeror should identify the percentage partnership for each joint venture party, the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP. If the selected Offeror is a joint venture, all joint venture parties will be held responsible for the contract obligations separately and severally.

SP-1.09 Statistical Information

Any statistical information contained in this RFP is for general guidance for proposing firms only. MAA is not responsible for any inaccuracies, interpretations, or changed conditions affecting said data.

SP-1.10 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting contract shall be subject to the provisions of COMAR 21.10, Administrative and Civil Remedies.

SP-1.11 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 180 days following the closing date of proposals or Best and Final Offers, if requested. This period may be extended at the Procurement Officer's request with the Offeror's written agreement.

SP-1.12 Pre-Opening Modification or Withdrawal of Offers

Offers may be modified or withdrawn by written notice received in the office designated in the RFP before the deadline for receipt of proposals.

SP-1.13 Late Proposals, Withdrawals, and Modifications

Any proposal, withdrawal, or modification received after the established due date and time at the place designated for receipt of proposals is late and may only be considered in accordance with COMAR 21.05.02.10.

SP-1.14 Incurred Expenses

The State is not responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

SP-1.15 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

SP-1.16 Ownership of Proposals

All qualified offeror's documents except for financial proposals, submitted in response to this RFP shall become the property of the MAA and the State. Offerors submitting proposals grant to the State a non-exclusive right to use, or cause others to use, the contents of the technical proposal, or any parts thereof, for any purpose. Proposals will not be returned to Offerors. In the case of non-selected Offerors, one (1) copy of technical or user documentation submitted with the proposals will be kept on file. Only upon offeror request will the MAA return un-opened copies, after award of the Contract.

SP-1.17 Disclosure of Proposals

The contents of proposals will be kept confidential in accordance with COMAR 21.05.03.02G. (2). After Contract award, all technical proposals may be inspected by others, when requested in writing pursuant to the State Public Records Act. See SP-1.17.

SP-1.18 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information, or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed (COMAR 21.05.08.01).

SP-1.19 Prime Offeror Responsibilities

The MAA will consider the selected Offeror to be the sole point of contact and shall be responsible for all work performed under any Contract resulting from this RFP, including services provided by proposed subcontractors. The MAA will contract with and make payments to the prime contractor only.

SP-1.20 Confidentiality

All information received by the Contractor from the MAA or generated by the Contractor performing services under the Contract resulting from this RFP shall be kept confidential. Contractor may be required to affirm same.

SP-1.21 Offeror Affirmative Action/Equal Employment Opportunity/EEO Programs

A. GENERAL

1. The Contractor shall cooperate with the Maryland Aviation Administration in carrying out its equal opportunity obligations and in the Administration's review of the Contractor's activities performed under this contractual agreement.
2. All Contractors shall comply with the Governor's Code of Fair Practices, (Governor's Executive Order 01.01.1988.05). The Contractor shall include these requirements in every subcontract with such modifications of language as is necessary to make these provisions binding on the subcontractor.
3. All Contractors shall comply with the Code of Maryland Regulations, Title 21, State Procurement Regulations.
4. All Contractors shall comply with Maryland Department of Transportation Minority Business Enterprise Program requirements.

B. APPLICABILITY

1. The Maryland Aviation Administration Contractor Affirmative Action/Equal Employment Opportunity Program requirements are applicable to all Contractors doing business with the Maryland Aviation Administration.
2. The Maryland Aviation Administration Minority Business Enterprise Program requirements are applicable to construction contracts in excess of \$100,000.
3. The Maryland Aviation Administration Minority Business Enterprise Program requirements are applicable to the procurement of supplies, services and maintenance in excess of \$10,000.

C. DEFINITIONS

1. Affirmative Actions - The efforts exerted toward achieving equal employment opportunity through positive, aggressive and continuous results-oriented measures to correct past and present discriminating practices and their effects on the conditions and privileges of

employment.

2. Contractor/Subcontractor - The individual, partnership, firm, or corporation undertaking the execution of work under the terms of a contract and acting directly or through his agents or employees.
3. Corrective Action - A Contractor's written and signed commitment outlining specific actions to be taken with time limits, goals, etc., to correct a violation of applicable EEO regulations.
4. Discrimination - A distinction in treatment, whether intentional or unintentional, based on political or religious opinion or affiliation, race, color, creed, or national origin or sex, physical or mental handicap or age, except where sex handicap or age involves a bona fide job requirement.
5. Equal Employment Opportunity Officer - A designated employee of the Contractor whose responsibility it shall be to implement and maintain the Affirmative Action Plan.
6. "Good Faith Effort" - A results-oriented positive action designed to achieve Affirmative Action objectives or goals.
7. Personnel Actions - All decisions respecting employment including, but not limited to, hiring, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training to include apprenticeship, pre-apprenticeship or on-the-job training.

D. LEGAL MANDATES

1. Title VI, Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in all programs and activities which receive Federal Financial Aid. Employment discrimination is prohibited if a primary purpose of Federal assistance is a provision of employment, e.g., apprenticeship, training, work study, or similar programs. Revised guidelines in 1973 prohibit discriminatory employment practices in all programs if such practices cause discrimination in services provided to beneficiaries of the program.
2. Title VII, Civil Rights of 1964 (as amended by the Equal Employment Opportunity Act of 1972). Title VII prohibits discrimination because of race, color, religion, sex, or national origin, in any term, conditions, or privilege of employment.
3. Executive Order 11246 (as amended). This order, issued by the President in 1965, requires Equal Employment Opportunity/Affirmative Action Programs by all Federal Contractors and subcontractors. It also requires that firms with contracts over \$50,000 and 50 or more employees develop and implement written programs, which are to be monitored by the Federal Office of Contract Compliance. Specific requirements for such result-oriented

programs are identified in the Revised Order #4 issued by the Federal Office of Contract Compliance, U. S. Department of Labor. These requirements include identifying areas of minority and female under-utilization, numerical promotional and hiring goals, and other actions to increase minority employment in classifications where they are currently under-utilized.

4. The Age Discrimination Act of 1967 prohibits employers of 25 or more persons from discriminating against persons 40-65 years of age in any area of employment due to their age.
5. National Labor Relations Act of 1935. Discrimination on the basis of race, religion, sex, or national origin constitutes an unfair labor practice under this Act. It shall be unlawful for employers to participate with unions in the commission of any discriminatory practices under this Act, or to practice discrimination in a manner which gives rise to racial, or other division, amongst employees to the detriment of organized union activity. It shall be unlawful for unions to exclude individuals discriminatorily from union memberships, thereby causing them to lose job opportunities, to discriminate in the representation of union members or non-members in collective bargaining, in the processing or grievance, or in any other respect which may cause or attempt to cause employers to enter into discriminatory agreements, or otherwise discriminate against members and non-members.
6. Governor's Code of Fair Practices for the State of Maryland (Amended). The Governor of Maryland issued a revised Code of Fair Practices which was promulgated in July 1988 as the Governor's Executive Order 01.01.1988.05, in recognition of the State's responsibility to root out the evils of discrimination on the basis of race, color, creed, national origin, sex, and age. This Code was amended so as to be in compliance with Federal mandates regulating laws pertinent to Equal Employment Opportunity/Affirmative Action.
7. Rehabilitation Act of 1973 (Public Law 93-112). This law provides a statutory basis for the Rehabilitation Services Administration and to authorize programs to promote and expand employment opportunities in the public and private sectors for handicapped individuals.
8. Article 78A, Section 7A, Annotated Code of Maryland provides for non-discrimination in State construction contracts and sub-contracts. This provision obligates the Contractor not to discriminate in any manner against any employee or applicant for employment because of race, creed, color, or national origin and obligates subcontractors to the same.
9. Other Laws. Employment discrimination has also been ruled by courts to be prohibited by the civil Rights Acts of 1866 and 1870, the equal protection clause of the Fourteenth Amendment of the Constitution of the United States, and the Equal Pay Act of 1963. Action under these laws on behalf of individuals or groups may be taken by individuals, private organizations, trade unions, or other groups.

E. ASSIGNMENT OF RESPONSIBILITIES

1. The Contractor shall designate an Equal Employment Opportunity Officer. He/she shall have the responsibility of implementing the Affirmative Action Plan. He/she shall coordinate, advise, and assist management and other key officials. He/she shall render periodic reports to the responsible executives relative to the state of progress and make appropriate recommendations along these lines to the executives of this project.
2. The name of the EEO Officer, telephone number, and address where he/she can be reached concerning any acts or alleged acts of discrimination, shall be posted on the bulletin board at the home office as well as on the bulletin boards on all job-sites.

F. DISSEMINATION OF POLICY

The Contractor shall take appropriate steps to insure that all employees are advised of its policy of non-discrimination and of its interest in actively and affirmatively providing equal employment opportunity for all citizens. The steps include:

1. Periodic meetings of supervisory and personnel office employees to be conducted at least every 6 months so that the EEO policy and plan may be revised and explained.
2. All new supervisory and personnel office employees are to be made aware of the EEO policy and plan as soon as practicable, but certainly within 30 days following the date of entry for duty.
3. The Contractor shall make the EEO policy known to all employees, prospective employees, and potential sources of employees, through schools, employment agencies, labor unions, college placement officers, etc., by taking the following actions:
 - a. Notices and posters setting forth the EEO policy shall be placed in areas readily accessible to employees and applicants for employment.
 - b. The EEO policy and the procedures for implementing the EEO policy shall be brought to the attention of employees through meetings, employee handbooks, or other appropriate means.

G. RECRUITMENT

1. The Contractor shall include in all advertising the following notation: "An Equal Opportunity Employer". The Contractor shall insert all such advertisements in newspapers or other publications having large circulation among minorities and females in the area from which the project work is derived.
2. The Contractor shall, unless precluded by a valid collective bargaining agreement, conduct

systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, school, college, and minority/female organizations, i.e., the Urban League, NAACP, etc. To meet this requirement, we shall identify sources of potential minority/female employees and establish with such sources procedures whereby minority/female applicants may be referred to us for employment consideration.

3. The Contractor shall develop procedures for promoting the employment of minority/female youth on an after-school, summer, and vacation basis, to the extent possible.
4. The Contractor shall encourage its employees to refer minority/female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority/female applicants shall be discussed with employees.

H. PERSONNEL ACTIONS

To avoid discrimination in any personnel actions, the following procedures shall be followed:

1. The Contractor shall conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory practices.
2. The Contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
3. The Contractor shall periodically review personnel actions in depth to determine whether there is any evidence of discrimination. Where evidence is found, prompt corrective action shall be taken immediately.
4. The Contractor shall investigate all complaints of alleged discrimination and shall attempt to resolve such complaints. Additionally, if the investigation indicates that the discrimination may affect persons other than the complainant, appropriate corrective actions shall include other persons. Upon completion of each investigation, each complainant shall be informed of all avenues of appeal.

I. TRAINING AND PROMOTION

To eliminate any discrimination in training and promotion, the following actions shall be taken:

1. The Contractor shall assist in locating, qualifying, and increasing the skills of minority/female employees and applicants for employment.
2. Consistent with employment requirements and as permissible under State regulations, full use

shall be made of training programs, i.e., pre-apprenticeship, apprenticeship, and on-the-job training programs for the geographical area of contract performance.

3. The Contractor shall advise employees and applicants for employment of available training programs and entrance requirements for the programs.
4. The Contractor shall periodically review the training and promotional potential of minority/female employees and shall encourage eligible employees to apply for such training and promotions.

J. UTILIZATION OF UNIONS

1. In carrying out the Affirmative Action Plan, the Contractor shall use good faith efforts to increase opportunities for minority/female groups through unions, as a source of employees.
2. The Contractor shall include the procedures set forth below, directly or through a contractor's association acting as the agent.
 - a. Use good faith efforts to develop, in cooperation with the unions, joint training programs aimed at qualifying more minorities/females for membership in the unions and increasing their skills so they may qualify for higher paying employment.
 - b. Incorporate an Equal Employment Opportunity clause into all union agreements so that they shall be contractually obligated not to discriminate in the referral of job applicants.

K. UTILIZATION OF SUBCONTRACTORS

1. The Contractor shall use good faith efforts to employ subcontractors whose employees reflect minority/female groups approximately equal to the number available in the current labor pool population, or owned by a minority or female.
2. The Contractor shall use good faith efforts to assure that all subcontractors comply with equal employment obligations as defined in the amended Governor's Code of Fair Practices.

L. RECORDS AND REPORTS

1. In accordance with the Governor's Code, Article III, Section A and C (2), the Contractor shall keep such records as are necessary to determine compliance with equal opportunity obligations. The records kept shall be designed to indicate:
 - a. The number of minority/female and other persons employed in each work classification of the project.

- b. The progress and efforts being made in cooperation with unions, if any, to increase minority/female employment opportunities.
 - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority/female employees.
 - d. The progress and efforts being made in securing the services of minority/female subcontractors.
2. All such records shall be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Maryland Aviation Administration.
 3. The Contractor shall submit to the Administration a monthly report for the first 3 months after the contract begins and thereafter, upon request of the Administration for the duration of the project. This report shall indicate the number of minority/female employees currently engaged in each work classification.

M. MONITORING

The Contractor shall periodically evaluate its Affirmative Action Plan and the results achieved to insure that the plan is in compliance with its commitments.

N. EMPLOYMENT GOALS AND TIMETABLES FOR MINORITY & FEMALE UTILIZATION IN ALL TRADES

For a project performed in any region addressed below, the following goals and timetables, as appropriate, for minority and female utilization shall be applicable.

1. Baltimore Metropolitan SMSA - Region I
 This area includes Anne Arundel, Baltimore, Carroll, Harford, Howard Counties, and Baltimore City. The total distribution of work hours (actual work hours performed on the job) for minorities and females shall be consistent with the following utilization goals for minorities and females, respectively, and shall apply to all trades.
 - a. Minority Utilization
 From: October 3, 1990 to October 3, 1995 23.0% - 27.5%
 - b. Female Utilization
 From: August 16, 1990 to August 16, 1995 6.9%
2. Eastern Shore Maryland NON-SMSA - Region II
 This area includes Caroline, Dorchester, Kent, Queen Anne's, Somerset, Talbot, Wicomico and Worcester Counties. The total distribution of work hours (actual work hours performed on the job) for minorities and females shall be consistent with the following utilization goals

for minorities and females, respectively, and shall apply to all trades.

- a. Minority Utilization
From: October 3, 1990 to October 3, 1995 23.8% - 27.5%
- b. Female Utilization
From: August 16, 1990 to August 15, 1995 6.9%

3. Southern Maryland NON-SMSA - Region III

This area includes Calvert, Frederick, Washington and St. Mary's Counties. The total distribution of work hours (actual work hours performed on the job) for minorities and females shall be consistent with the following utilization goals for minorities and females, respectively, and shall apply to all trades.

- a. Minority Utilization
From: October 3, 1990 to October 3, 1995 25.2%
- b. Female Utilization
From: August 16, 1990 to August 16, 1995 6.9%

4. Washington, D.C. Metropolitan SMSA - Region IV

This area includes Charles, Montgomery, and Prince Georges Counties. The total distribution of work hours (actual work hours performed on the job) for minorities and females shall be consistent with the following utilization goals for minorities and females, respectively, and shall apply to all trades.

- a. Minority Utilization
From: October 3, 1990 to October 3, 1995 28.0%
- b. Female Utilization
From: August 16, 1990 to August 16, 1995 6.9%

5. Western Maryland NON-SMSA - Region V

This area includes Allegany and Garrett Counties. The total distribution of work hours (actual work hours performed on the job) for minorities and females shall be consistent with the following utilization goals for minority and females, respectively, and shall apply to all trades.

- a. Minority Utilization
From: October 3, 1990 to October 3, 1995 4.8%
- Female Utilization
From: August 16, 1990 to August 16, 1995 6.9%

6. Wilmington, Delaware SMSA - Region VI

This area includes Cecil County only. The total distribution of work hours (actual work hours performed on the job) for minorities and females shall be consistent with the following utilization goals for minorities and females, respectively, and shall apply to all trades.

a. Minority Utilization

From: October 3, 1990 to October 3, 1995 12.3%

b. Female Utilization

From: August 16, 1990 to August 15, 1995 6.9%

Affirmative Action Requirement – Utilization of Minority Business Enterprises Straight State Supply and Service Contracts Title 14 – Subtitle 3 State Finance and Procurement Article – Annotated Code of Maryland

A. GENERAL INFORMATION

For the purpose of these requirements, the following terms as defined below shall apply:

1. Administration - Any one of the Administrations within the Maryland Department of Transportation (Aviation, Highway, Port, Transit, Motor Vehicles), the Office of the Secretary, and the Maryland Transportation Authority (Toll Facilities).
2. Administration Representative – DBE/MBE Officer or an employee of an Administration who enforces the laws and regulations pertaining to minority business enterprise program.
3. Administrator/Executive Director - The chief executive of an Administration who is charged with the implementation of the DBE/MBE Program for his/her administration.
4. Award – The decision by a procurement agency to appoint or present a purchase agreement or contract to a vendor.
5. Bid – A statement of price, terms of sale, and description of the supplies, services or construction offered by a vendor to the State.
6. Certified Business - A business/business enterprise which by order of the Secretary, MDOT, or his/her designee, has been certified as a bona fide MBE. MDOT certification does not equate to a pre-qualification status.
7. Commodity –An item of purchase which may include office goods and materials, food, printing, building materials, and other items needed to support normal operations. Commodity differs from “supply” in that commodity does not include insurance.

8. Contract – Any agreement entered into by a State agency for the procurement of supplies, services, construction or any other item and includes:
- a) Awards and notices of awards;
 - b) Contracts of a fixed-price, cost-reimbursement, cost-plus-affixed fee, fixed-price incentive, or cost-plus incentive fee type;
 - c) Contracts providing for the issuance of job or task orders;
 - d) Leases;
 - e) Letter contracts;
 - f) Purchase orders;
 - g) Supplemental agreements with respect to any of these, and/or
 - h) Orders.

“Contract” does not include:

- a) Collective bargaining agreements with employee organizations, or
 - b) Medicaid, Medicare, Judicare, or similar reimbursement contracts for which user eligibility and cost are set by law or regulation.
9. DBE/MBE Directory – A compilation of disadvantaged or minority businesses which have been certified by MDOT as bona fide disadvantaged businesses.
10. Determination – The decision made by a public official or employee which shall be in writing and based upon written findings.\
11. Emergency – A sudden and unexpected occurrence or condition which agency management reasonably could not foresee, posing an actual and immediate threat to the continuance of essential normal operations of a State agency or need to cope with public exigency condition. Any commodity procurement with a value of less than \$500 are not considered emergencies regardless of procurement method.
12. Invitation for Quotation – An invitation for bids.
13. Invoice – A vendor’s request for payment for supplies, commodities, services, maintenance and construction provided which meets the requirements of Title 15, Subtitle 1 of the State Finance and Procurement Article.
14. Joint Venture - An association of a DBE/MBE firm and one or more businesses to carry out a single, for-profit business enterprise for which the parties combine their property, capital, efforts, skills, and knowledge, and in which the DBE/MBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

15. Maintenance – Work necessary to repair, prevent damage, or sustain existing components of a facility, structure or building system (including built-in equipment). Maintenance includes, but is not limited to, routine and emergency repair work, or replacements for example, roof repair or replacement, site upkeep, utilities work, paving repair or replacement (bituminous and concrete), elevator maintenance, modification or inspection, building renovation or minor alterations, fire and safety modifications, energy conservation projects, boiler retubing and repair, mechanical systems renovations such as plumbing and heating, ventilating and air condition (HVAC), interior and exterior painting, high voltage electrical equipment, automatic temperature control system, water treatment (boiler, condenser, chiller), boiler burner maintenance, and fire extinguisher maintenance.
16. MBE Contract Goal – The amount of a contract to be completed by certified businesses, i.e. MBEs, for state-financed contracts.
17. MDOT - Maryland Department of Transportation.
18. Minority Business Enterprise (DBE/MBE) - Any legal entity, other than a joint venture, organized to engage in commercial transactions which is at least 51% owned and controlled by one or more minority persons, or a non-profit entity organized to promote the interest of the physically or mentally disabled.
19. Minority Business Enterprise Officer – The Department employee who provides guidance to the Administration(s) on DBE/MBE related matters.
20. Minority Person - A member of a socially and economically disadvantaged minority group which for purposes of this section includes African-Americans/Blacks, Hispanics, Native Americans (American Indians), Asians, Women, and the physically and mentally disabled.
21. Oral Bids – Bids which are proposed by a means other than by writing.
22. Procurement – Includes all functions that pertain to the obtaining of any public procurement, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.
23. Procurement Agency – Any State agency which is authorized by law or regulations to procure or contract.
24. Procurement Officer – Any person authorized by a State agency in accordance with law or regulations to formulate, enter into, or administer contracts or make written determinations and findings with respect to them. The term also includes an authorized representative acting within the limits of authority.

25. Procuring – Buying leasing, purchasing, granting, or otherwise obtaining any supplies, services or construction.
26. Proposal – The response by an offeror to a solicitation of the State for a service. The response may include but is not limited to an offeror’s price and terms for the proposed contract, a description of technical expertise, work experience, and other information as requested in the solicitation.
27. Purchase Order – A purchaser’s document authorizing a procurement from a vendor. Upon acceptance by a vendor, the purchase order becomes a contract.
28. Services – The rendering of time, effort, or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance. It includes, but is not limited to, the professional, personal, and/or contractual services provided by architects, engineers, attorneys, accountants, physicians, consultants, appraisers, land surveyors, and where the service is associated with the provision of expertise or labor or both; for example, property management, janitorial, security, waste disposal, pest control, environmental control, trash removal, window cleaning, computer hardware and software, closed circuit television systems, snow removal, energy consultation, office equipment maintenance (typewriter, photocopy machine, calculator, etc.) services. “Services” does not include: 1) the work associated with the repair or maintenance, or both of facilities, structures, or building systems defined as “maintenance”; or 2) provision of human or social services directly to third party clients; or cultural or educational services directly to third party clients or the public when the direct provisions of those services is the primary purpose of any agreement.
29. Small Business – A small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
30. Solicitation – Invitation for bids, request for quotations, request for proposals, or any other method or instrument used to communicate to potential bidders or offerors a State agency’s procurement needs.
31. Supply – All property, including equipment and leases on equipment, printing and insurance, except any interest in real property.
32. Using Agency – Any State agency which uses any supplies, services, or construction procured under this title.
33. Vendor – A business desiring to enter into a contract with the State.
34. Vendor’ List – A list(s) developed and maintained by a procurement agency which includes businesses that have submitted a business application and/or have requesting such listing.

35. Voucher – A claim for reimbursement of funds resulting from an expenditure related to official State business.

B. BIDDER'S ACTION

1. Contract Award.

- a. Determination of MBE Bidder Responsibility for Straight State Supply and Service Contracts – Direct procurement from MBE.

Each firm desiring to furnish supplies or to perform a service in accordance with these special provisions, and who desires to be recognized as a bona fide MBE must be certified as such by MDOT.

- b. Determination by Administrator – Subcontracting to MBEs.

- 1) Based on the Administration representative's evaluation and approval of a proposed MBE goal for a contract, the contract may be awarded to the successful bidder in accordance with this special procedure.
- 2) The apparent low responsive and responsible bidder will provide the Administration MBE Officer with the following items:
 - a) A completed MDOT Schedule of Participation of Minority Business Enterprises, Form D-EEO-003;
 - b) MDOT Minority Contractor Project Disclosure and Participation Statement, Form D-EEO-004.
- 3) Waiver – If, for any reason, a bidder or offeror is unable to achieve the established MBE goal, the bidder or offeror may request in writing, waiver of the goal with justification according to the procedures in this manual.

- c. Documentation – The documents listed below will be considered a part of any contract and shall be furnished by the apparent low bidder or successful offeror to the Administration MBE Officer within 10 working days from notification that he/she is the apparent low bidder or successful offeror or within 10 working days following award, whichever is earlier.

- 1) A completed Schedule of Participation, Form D-EEO-003, naming each MBE that will participate in the project;
- 2) A completed Minority Contractor Project Disclosure and Participation Statement, Form D-EEO-004; and

- 3) A written request for a waiver, if appropriate.

If the contract has been awarded and the documents are not furnished within the prescribed time, the award may be voided by the Administrator.

2. Failure of an apparent lower bidder or successful offeror to furnish information or other wise participate.

The lower bidder's failure to participate in any of these proceedings or failure to furnish information after written request may result in rejection of the bid or the contract not being awarded.

3. Use of DBE/MBE Banks

The bidder shall consider, whenever possible, utilizing the services of minority-owned banks. Most minority banks are full service corporations that can provide an array of financial services such as Treasury and Tax Loan Fund Accounts, Time and Demand Deposit Accounts, Payroll Services, and if needed, organization investment counseling. It is the policy of MDOT to encourage its contractors to utilize on a continuing basis, MBE banks.

4. Amendment for Unforeseen Circumstances

If at any time before award an apparent low bidder believes or has reason to believe that an MBE listed on its MDOT Schedule of Participation of MBEs is unable to perform or has become unqualified or unavailable, the lower bidder will immediately notify the Administration's representative. Within five (5) days, the apparent lower bidder must make every reasonable effort to amend its MBE Participation Program if this is necessary to achieve the contract goal for MBE participation. Any amendments to the MBE Participation Program requires the approval of the Administrator. Failure to make such efforts may result in a determination that the apparent bidder is not eligible for award of the contract.

C. RECORDS AND REPORTS

1. The bidder shall keep such records as are required by the Administration to determine compliance with its MBE contract requirements. These records will include:
 - a. Documentation of all correspondence, contracts, telephone calls, etc., to obtain services of certified businesses on this project.
 - b. For each subcontractor, minority or non-minority: type of work being performed and/or materials supplied; contract amount and terms of performance and/or delivery; copies of cancelled checks/payments to subcontractors and suppliers; and a record of all payments made to subcontractors and suppliers;

2. The bidder shall submit on a monthly basis, where applicable, records of contracts and other business transactions executed with MBEs with respect to the records referred to above, in such form, manner and content as prescribed by the MDOT. These reports shall be submitted as required. If the bidder cannot submit its report on time, it shall notify the Administration's Representative and request additional time to submit the report. Failure of the bidder to report in a timely manner may result in a finding of non-compliance.
3. All such records must be retained for a period of 3 years following completion of the contract work and shall be available for inspection by the Maryland Department of Transportation and the Maryland Aviation Administration.

D. ADMINISTRATIVE PROCEDURES FOR ENFORCEMENT

1. Whenever the Administration believes the bidder or any subcontractor may not be operating in compliance with the terms of these provisions, the Administration Representative shall conduct an investigation. If the Administration Representative finds that the bidder or any subcontractor is not in compliance with these provisions, the Contractor shall be notified in writing of such steps as shall, in the judgment of the Administration, bring the Contractor into compliance. In the event that such Contractor fails or refuses to perform fully such steps, the Administration's Representative shall make a final report of non-compliance to the Administrator who may direct the imposition of one or more of the sanctions listed below:
 - a. Suspension of work on the project, pending correction, in accordance with COMAR regulations;
 - b. Withholding a payment or a percentage thereof, pending correction;
 - c. Referral of MBEs to MDOT Office of MBE for review for decertification and/or for review/referral to the Attorney General's Office for review/initiation of debarment or for review for criminal prosecution through the MDOT Office of the General Counsel;
 - d. Other action as appropriate, within the discretion of the Administrator.
2. If the documents, used to determine the status of a certified business contain false, misleading, or misrepresenting information, the matter may be referred to the MDOT Office of General Counsel for appropriate action. In addition, when directed by the Administrator, the Contractor shall terminate, without liability to the Administration, its contract with a firm, which for any reason, is either no longer certified or no longer eligible to do business in the State. The Contractor shall promptly submit plans for maintaining the appropriate MBE participation on the project. The Program and all revisions require the Administrator's approval.

SP-1.22 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, MD 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

SP-1.23 Reciprocal Preference

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

- The Maryland resident business is a responsible Offeror;
- The most advantageous offer is from a responsible Offeror whose principal office or principal operations through which it would provide the services required under this RFP is in another state;
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The Maryland resident preference does not conflict with a federal law or grant affecting the procurement Contract.

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

SP-1.24 Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Procurement Officer will reject the proposal of any Offeror deemed not a responsible Offeror. [COMAR 21.01.02.01.B. (77)]

SECTION IX - MARYLAND DEPARTMENT OF TRANSPORTATION TERMS AND CONDITIONS FOR SERVICES, July 1997

TC1. Definitions

Wherever in these General Conditions or in other contract documents the following terms or abbreviations are used, the meaning shall be as follows:

A. Organizational Structure

The Maryland Department of Transportation (MDOT) is composed of the following administrations:

The Secretary's Office (TSO)
Maryland Aviation Administration (MAA)
Maryland Port Administration (MPA)
Maryland Transportation Authority (MdTA)
Maryland Transit Administration (MTA)
Motor Vehicle Administration (MVA)
State Highway Administration (SHA)

B. Organizational Definitions

Administration - The word "Administration" shall mean any one of the Administrations within the MDOT as listed in Section A above.

Department - The word "Department" shall mean the Maryland Department of Transportation.

Executive Director - The Chief Executive Officer of an Administration.

Procurement Officer - Any person authorized by the MDOT in accordance with law or regulations to formulate, enter into, or administer contracts or make written determinations and findings with respect to them. The term also includes an authorized representative acting within the limits of authority.

Secretary - The chief executive officer of the MDOT.

C. General Definitions

Agreement - Contract.

Award - An executed contract, or written notice thereof, is transmitted to the successful vendor after all necessary approvals have been obtained.

Bid - A statement of price, terms of sale, and description of the supplies, services, or construction offered by a vendor to the State (see "Proposal").

Bidder - A person formally submitting a bid for the work contemplated, acting directly as the, or through the duly authorized representative-same as Offeror.

Bid Security - See Proposal Guaranty.

Board - The Board of Public Works (BPW) of the State of Maryland.

Business - A corporation, partnership, individual, sole proprietorship, joint venture, or any other legal entity through which business or commercial activity is conducted.

Calendar Day - Every day shown on the calendar; Saturdays, Sundays and holidays are included.

Change Order - A written order signed by the responsible procurement officer, directing a Contractor to make changes which the changes which the modification clause of a contract authorizes the procurement officer to order with or without the consent of the Contractor.

COMAR, Title 21 - Code of Maryland State Procurement Regulations

Contract - Any agreement entered into by a procurement agency for the acquisition of supplies, services, construction, construction related services, or any other item and includes:

1. Awards and notices of award;
2. Contracts of a fixed-price, cost-reimbursement, cost-plus-a-fixed-fee, fixed-price incentive, or cost-plus incentive fee type;
3. Contracts providing for the issuance of job or task orders;
4. Leases;
5. Letter contracts;
6. Purchase orders;
7. Supplemental agreements with respect to any of these;
8. Orders; and
9. Grants.

Contract does not include:

- 1) Collective bargaining agreements with employee organizations;
- 2) An employee with an employment contract; or
- 3) Medical, Medicare, Judicare, or similar reimbursement contracts for which user eligibility and cost are set by law or regulation.

Contract Affidavit – A completed Contract Affidavit must be submitted by the successful bidder/offeror prior to issuance of the Notice to Proceed and the Contract.

Contract Documents - The written agreement executed between the MDOT and the successful Offeror, covering the performance of the work and furnishing of labor, equipment and materials, by which the Contractor is bound to perform the work and furnish the labor,

equipment, services, and materials, and by which the MDOT is obligated to compensate the Contractor at the mutually established and accepted rate or price.

The Contract shall include the Invitation for Bids, Notice to Contractors, Instructions to Bidders, Request for Proposal, Contract Forms and Bonds, MDOT General Conditions, Specifications, Supplemental Specifications, all Special Provisions, all Technical Provisions, all Plans and Notices to Proceed, also any written Modifications, Change Orders and Supplemental Agreements that are required to complete the scope of the work or services in an acceptable manner, including authorized extensions thereof.

Contract Modification - Any written alteration or change in the specifications, delivery point, date of delivery, contract period, price, quantity, or other provision of any existing contract, whether accomplished in accordance with a contract provision, or by mutual action of the parties to the contract. It includes without limitation Change Orders, extra Work Orders, Supplemental Agreements, Contract Amendments, or Reinstatements, or any changes made to a contract as a consequence of partial termination of settlements.

Contractor - Any person having a contract with the MDOT. Contractor does not include employees with labor contracts (collective bargaining agreements) or an employee with an employment contract.

Cost-Reimbursement Contract - A contract under which the MDOT reimburses the Contractor for those contract costs, within a stated ceiling, and a fee, if any, which are recognized as allowable and allocable under the cost and price principle regulations.

Day - Calendar day unless otherwise specified.

Notice to Proceed - A written notice to the Contractor of the date on or before which the Contractor shall begin the work or service to be performed under the contract.

Procurement - Includes all functions that pertain to the obtaining of any public procurement, including description of requirements, solicitation of sources, selection, preparation and award of contract, and all phases of contract administration.

Proposal - The response by an Offeror to a solicitation by the MDOT to obtain goods or services. The response may include, but is not limited to, an Offeror's price and terms for the proposed contract, a description of technical expertise, work experience and other information as requested in the solicitation. As used herein the words "Proposal", "Offer" or "Bid" have the same meaning.

Proposal Guaranty – Acceptable security for bid, performance, and payment bonds, as stated in COMAR 21.06.07.01B, designated in the Proposal, to be furnished by the Offeror as a guaranty of good faith to enter into a contract with the MDOT.

Services - The rendering of time, effort or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance of services. It

includes, but is not limited to, the professional, personal and/or contractual services provided by attorneys, accountants, physicians, consultants, appraisers, land surveyors, and property management, where the service is associated with the provision of expertise and/or labor. Examples include, but are not limited to, property management, janitorial, security, waste disposal, pest control, environmental control, trash removal, window cleaning, computer hardware and software, snow removal, window cleaning, computer hardware and software, snow removal, equipment maintenance, professional and consultant services. "Services" does not include services contained within the definitions of maintenance, construction-related services, architectural services or engineering services.

Solicitation - Invitation for bids, request for quotations, request for proposals, or any other method or instrument used to provide public notice and advertisement of MDOT's intent to procure supplies, services, and construction.

Specification - A written description of functional performance or salient characteristics. It may include a statement of any of the user's requirements and may provide for inspection, testing, or preparation of a sample or prototype before procurement.

State - The State of Maryland acting through its authorized representative.

Subcontractor - Any person undertaking the providing of a part of the scope of work or service under the terms of the contract, by virtue of an agreement with the Contractor, who, prior to such undertaking, receives the approval of the MDOT and, if applicable, the Surety.

Scope of Work or Services - shall mean the furnishing of all labor, materials, equipment, and other deliverables necessary to the successful completion of the Contract and the carrying out of all the duties and obligations imposed by the contract.

TC2. Preparation of Proposal/Bid

- A. Bidder submission shall be on the forms furnished or in the format provided by the MDOT, carefully following preparation instructions. A completed Bid/Proposal Affidavit is an essential part of the proposal submission.
- B. Offerors should give specific attention to the identification of those portions of the Proposal which they deem to be confidential, proprietary information or trade secrets. Offeror should provide any justifications of why such materials, upon request, should not be disclosed by the MDOT under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. The MDOT makes the final determination of whether a document must be disclosed.

TC3. Small Business Procurement

If the solicitation for a bid or proposal indicates that a procurement has been designated for a small business preference, the provisions of COMAR, Title 21.11.01.02 pertaining to small business preferences shall apply and are incorporated herein by reference.

TC4. Sanctions upon Improper Acts

- A. In the event the Contractor or any of its officers, partners, principals or employees, is convicted of a crime arising out of, or in connection with, the procurement of work or service to be done or payment to be made under this Contract, the Contract may, in the discretion of the MDOT, be terminated.
- B. Section 16-203 of State Finance and Procurement Article of the Annotated Code, and COMAR 21.08.01, which relate to contracts with persons convicted of bribery, attempted bribery or conspiracy to bribe are incorporated in this Contract by reference.
- C. Section 11-205 of State Finance and Procurement Article and COMAR 21.08.03 relating to collusion for purposes of defrauding of the State are incorporated into this Contract by reference.
- D. Subtitle 08 of Title 21 of COMAR, "Disqualification, Suspension, Debarment, Reinstatement, and Sanctions" is incorporated into this Contract by reference.

TC5. Compliance with Laws

The Contractor hereby represents and warrants that:

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

TC6. Non-Discrimination in Employment

A. Compliance with State Law and Regulations

1. State Law: The Contractor agrees:

- a. not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, sexual orientation, sexual identity, ancestry, or disability of a qualified individual with a disability;
 - b. to include a provision similar to that contained in subsection (a) above, and in any subcontract except a subcontract for standard commercial supplies or raw materials; and
 - c. to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
2. Sanctions for Non-Compliance: In the event of the Contractor's non-compliance with the non-discrimination provisions of this Agreement, the Department shall impose such sanctions as it may determine to be appropriate, including but not limited to:
- a. Withholding of payment to the Contractor under the Agreement until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the Agreement in whole or in part.

B. Compliance with Federal Law

- 1. Contractors providing materials, equipment, supplies, or services to the State under this contract herewith assure the State that they are conforming to the provision of the Civil Rights Act of 1964, and Section 202 of Executive Order 11246 of the President of the United States of America as amended December 1, 1996.
- 2. The Contractor shall comply with all applicable Federal law pertaining to non-discrimination in employment.

TC7. Dissemination of Information

During the term of this contract the Contractor shall not release any information related to the services or performance of the services under this contract nor publish any final reports or documents without the prior written approval of the MDOT.

TC8. Non-Hiring of Employees

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

TC9. Contingent Fee Prohibition

- A. The Contractor, architect, or engineer warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee, *bona fide* agent, *bona fide* salesperson, or commercial selling agency working for the Contractor, architect, or engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* salesperson, or commercial selling agency, any fee or other consideration contingent on the making of the agreement.
- B. For breach or violation of this warranty the MDOT shall have the right to terminate this Agreement without liability, or, at MDOT discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

TC10. Conflict of Interest Law

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a part, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, Subsection 3-101 *et seq.* of the Annotated Code of Maryland.

TC11. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

TC12. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was

awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

TC13. Personal Liability of Public Officials

In carrying out any of the provisions of the contract, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon MDOT, procurement officer or other authorized representatives, either personally or as officials of the State, it being understood that in all such matters the above act solely as agents and representatives of the State.

TC14. Cost and Price Certification

- A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
- B. A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
 - 1. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
 - 2. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increase occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

TC15. Contract Administration

This contract will be administered on behalf of the MDOT by the procurement officer and/or by the responsible contract administrator(s).

TC16. Authority of the Procurement Officer

- A. The procurement officer and/or responsible contract administrator(s) shall decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any or all plans and/or specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
- B. The procurement officer and/or responsible contract administrator(s) shall determine the amount of work performed to be paid for under the contract.
- C. The procurement officer shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.

- D. The procurement officer and/or responsible contract administrator(s) may authorize progress payments for work satisfactorily completed, subject to such retainage that the procurement officer deems appropriate.

TC17. Corporate Registration and Tax Payment Certification

Corporations are required to execute a Certification of Corporation Registration and Tax Payment.

TC18. Initiation of Work

The Contractor shall not commence performance of the services until it receives from the MDOT a formal, written Notice to Proceed.

TC19. Notice to Proceed and Prosecution of Work

- A. After the contract has been executed, the MDOT will issue to the Contractor a Notice to Proceed and this notice will stipulate the date on or before which the Contractor is expected to begin work. Any preliminary work, started before receipt of the Notice to Proceed, shall be at the risk of the Contractor.
- B. The Contractor shall begin work promptly within the time specified by the procurement officer. After the work has once been started, it shall be prosecuted diligently until the entire contract is complete.

TC20. Discrepancies in Contract Documents

In the event the Contractor discovers any discrepancies in the contract documents, he shall immediately notify the procurement officer. The procurement officer will then make such corrections and interpretations as maybe deemed necessary in the best interest of MDOT and for fulfilling the intent of the contract.

TC21. Contractor's Insurance

Prior to the start of work on any contract, the Contractor shall submit to the procurement officer certificate(s) of insurance indicating that he carries insurance against the risks and in the amounts specified elsewhere in the contract.

TC22. Responsibility for Claims and Liability

It is expressly understood that the Contractor shall indemnify and save harmless the MDOT, the Administration and its officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, arising out of or resulting from errors, omissions, negligent performance or nonperformance of the services of the Contractor or those of his subcontractors, agents, or employees under this contract, or arising from or based on the violation of any federal, State or local law, ordinance, regulation, order, or decree, whether by himself or his employees or subcontractors.

TC23. Minority Business Enterprise/Affirmative Action/Contract Compliance

- A. This contract is subject to Executive Order 01.01.1995.19, July 17, 1995 (Code of Fair Practices). This Contract is subject to the applicable provisions of the State Finance and Procurement Article – Title 14, Subtitle 3, COMAR Title 21.11.03, Minority Business Enterprise Policies; and COMAR Title 21.11.04, Contractor’s Affirmative Action Plan Review/Approval and Compliance Monitoring Process, DOT; and the provisions of COMAR 11.01.10 which incorporates by reference the Minority Business Enterprise Program. Copies of the Minority Business Enterprise Program may be requested from the Maryland Department of Transportation, Office of Minority Business Enterprise/Equal Opportunity, P.O. Box 8755, BWI Airport, Maryland 21240. This contract is also subject to all applicable federal and State law and regulations pertaining to Minority Business Enterprise and Affirmative Action.
- B. To the extent any of the above laws or regulations are applicable to this contract they are specifically incorporated herein.

TC24. Cooperation by Contractor

The Contractor shall give the work and/or services the constant attention necessary to facilitate the progress thereof, and shall cooperate with the procurement officer in every way possible.

TC25. Cooperation between Contractors

The Contractor agrees in the event of dispute as to cooperation between contractors the procurement officer and/or contract administrator(s) will act as referee and decisions made by the procurement officer and/or contract administrator(s) will be binding. The Contractor agrees to make no claims against the MDOT for any inconvenience, delay or loss experienced because of the presence and operations of other contractors.

TC26. Assignment

The Contractor shall not assign the whole or any part of this Contract, or any monies due under this Contract without the prior written consent of the MDOT. In case the Contractor assigns all or any part of the monies due or to become due or to become under this contract, the instrument of assignment shall contain a clause providing that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract. The MDOT is not responsible for Contractor assignments.

TC27. Changes, Alterations or Modifications in the Services

The MDOT shall have the unilateral right, at its discretion, to change, alter or modify in writing the services provided for in this agreement and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the contract cost thereof.

TC28. Approval Authority

This contract and any change order or amendment thereto, is subject to the approval requirements established by the Secretary of Transportation or his designee and the Board of Public Works of Maryland. The contract shall be considered to bind the parties hereto in accordance with the Constitution and Laws of the State of Maryland.

TC29. Ownership of Documents

The Contractor agrees that all data and material including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, dies, prints, diskettes and computations prepared by or for him under the terms of this agreement shall at any time during the performance of the services be made available to the MDOT upon request and shall become and remain the property of the MDOT upon termination or completion of the services. The MDOT shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided for in the Contract.

TC30. Multi-Year Contracts Contingent upon Appropriations

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

TC31. Contractor's Invoices

Contractor agrees to include on the face of all invoices billed to the State, his Federal Tax Identification or Social Security Number.

TC32. Occupational Safety and Health Act (OSHA)

All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

TC33. Disputes

This contract shall be subject to the provisions of State Finance and Procurement Article Title 15, Subtitle 2 Dispute Resolution of the Annotated Code of Maryland and COMAR 21.10 - Administrative and Civil Remedies. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.

TC34. Remedies and Termination

A. Termination for Default

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

B. Termination for Convenience of the State

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

C. Obligations of Contractor Upon Termination

Upon notice of termination as provided in Paragraphs A. and B. above, the Contractor shall:

1. Take immediate action to discontinue its work and demobilize its work force in an orderly manner so as to minimize the incurrence of costs.
2. Take such action as may be necessary to protect the property of the State of Maryland, place no further orders or subcontracts, assign to the MDOT in the manner and to the extent directed by the MDOT all of the rights, title and, if ordered by the MDOT, possession and interest of Contractor under the orders or subcontracts terminated.

3. Transfer title to the MDOT of all materials, equipment, data, drawings, specifications, reports, estimates and such other information accumulated by the Contractor in performing this contract, for the cost of which the Contractor has been or will be reimbursed under this contract.

D. Remedies Not Exclusive

The rights and remedies contained in this General Condition are in addition to any other right or remedy provided by law, and the exercise thereof is not a waiver of any other right or remedy provided by law.

TC35. Delays and Extensions of Time

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

TC36. General Guaranty

Neither the final acceptance of the work or payment therefore nor any provision in the Contract documents nor partial or entire use of the work by the MDOT shall constitute an acceptance of work not performed in accordance with the Contract documents or relieve the Contractor of liability for any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work, and pay for any damage to other work resulting from defects in his work which shall appear within a period of one (1) year from the date of final acceptance of work, unless a longer period is specified. The MDOT will give notice of observed defects with reasonable promptness.

TC37. Patent Indemnity

Contractor shall indemnify, protect and save harmless the State, its officers, agents and employees from all claims growing out of any patent or copyright infringements or claims thereof pertaining to any design, drawings, specifications or other patentable or copyrighted items used by the Contractor.

TC38. General Conditions Prevailing

In event of a conflict between these General Conditions and any other provision of the Contract documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

TC39. Incorporation by Reference

All terms and conditions under the solicitation, and any amendments thereto, are made a part of this contract.

TC40. Miscellaneous

For the purpose of these General Conditions, the words Contract and Agreement are considered synonymous.

TC41. Maryland Laws Prevailing

The provisions of this contract shall be governed by the Laws of Maryland.

TC42. Resident Business Preference

- A. Contracts are subject to the applicable provisions of COMAR Title 21.01.01.04, which authorizes that when awarding a contract by competitive bidding, the MDOT may give a preference to the lowest responsive and responsible bid from a Maryland firm over that of a non-resident firm if the State in which the non-resident firm is located gives a resident business preference.
- B. The preference given under this Section shall be identical to the preference, through law, policy or practice, given to its residents by the State in which the non-resident firm is located.
- C. This provision shall not apply if it conflicts with any federal grant or regulation affecting this contract.

TC43. Compliance with Americans with Disabilities Act (ADA)

Contractor shall comply with the ADA, 42 USC 12101 *et seq.*, and applicable regulations. To the extent required by the ADA, Contractor's facilities, services, and programs shall be accessible to persons with disabilities. Contractor shall bear sole responsibility for assuring that its activities under the Agreement conform to the ADA. Contractor shall indemnify and hold the State harmless in any administrative proceeding or other action brought pursuant to the ADA for all damages, attorney fees, litigation expenses and costs, if such action or proceeding arises from the acts of Contractor, Contractor's employees, agents or Subcontractors.

TC44. Payment of State Obligations

- A. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
- B. A proper invoice shall include a description of the items or services provided; the date the goods were received or the inclusive dates the services were rendered; the Contract price(s); retention, if any; the basis for the billing; the contract or purchase order number; the Contractor's Federal Tax Identification Number or Social Security Number; the name and address of the proper invoice recipient.
- C. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest within 30 calendar days after the payment date of the amount on which the interest is claimed to have accrued. Interest may not be claimed for more than one (1) year following the 31st calendar day after the date that a proper invoice was received, or on amounts representing unpaid interest, or if a claim has been filed under State Finance and Procurement Article Title 15-104, Subtitle 2 of the Annotated Code of Maryland.
- D. For the purposes of this Contract an invoice amount will not be deemed due and payable if:
1. The amount invoiced is inconsistent with the contract the proper invoice has not been received by the person or location specified in the Contract.
 2. The invoice or performance under the Contract is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
 3. The item or services have not been accepted;
 4. The quantity of items delivered is less than the quantity ordered;
 5. The items or services do not meet the quality requirements of the contract;
 6. The proper invoice for the progress payment, if applicable has not been submitted according to the schedule contained in the agreement;
 7. All stipulated conditions for release of the retainage, if applicable, have not been met; and
 8. Satisfactory documentation or other evidence reasonably required by the procurement officer or by the Contract Administrator(s) concerning performance under the contract has been submitted by the Contractor.
- E. By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder/Offeror shall register using the form, COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the GOT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The required form may be downloaded at <http://compnet.comp.state.md.us/gad>

TC45. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the State.

TC46. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in COMAR, Title 21, State Procurement Regulations, in effect on the date of execution of this contract are applicable to this Contract.

TC47. Retention of Records

The Contractor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or his designee, at all reasonable times.

TC48. Prohibition against Shifting Maryland Income

Rescinded October 16, 1997 by Joint Committee on Administrative, Executive and Legislative Review; Repealed by Maryland Board of Public Works, October 13, 1999.

TC49. Insolvency

If the Contractor becomes insolvent, files for bankruptcy petition in any court, becomes the subject of an involuntary bankruptcy petition, makes a general assignment for the benefit of creditors, has a receiver appointed for assets, or ceases to conduct business, the Contractor shall be considered in default of the contract. If any of these events occurs, the Contractor must immediately notify the Procurement Officer or designee.

MAA AMENDMENTS TO MDOT TERMS & CONDITIONS

A. TC4. Sanctions upon Improper Acts

Add E. False Statements:

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- a. In connection with a procurement contract, a person may not willfully:
 - Falsify, conceal, or suppress a material fact by any scheme or device;
 - 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. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

B. TC44. Payment of State Obligations

Add F. Prompt Payment Policy:

1. If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
 - A. Not process further payments to the Contractor until payment to the subcontractor is verified;
 - B. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - C. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - D. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - E. Take other or further actions as appropriate to resolve the withheld payment.
2. An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
3. An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between the Contractor and subcontractor under this policy directive, may not:
 - A. Affect the rights of the contracting parties under any other provision of law;

- B. Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
 - C. Result in liability against or prejudice the rights of the Department.
4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
5. To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- A. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - B. This verification may include, as appropriate:
 - 1. Inspecting any relevant records of the Contractor;
 - 2. Inspecting the jobsite; and
 - 3. Interviewing subcontractors and workers.
 - 4. Verification shall include a review of:
 - a. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
 - C. If the Department determines that the Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.
 - 1. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - D. If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - 1. Terminate the Contract;
 - 2. Refer the matter to the Office of the Attorney General for appropriate action; or
 - 3. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
 - E. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

**MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND AVIATION ADMINISTRATION**

CONTRACT NO. MAA-SV-19-004

**AIRPORT AMBASSADOR SERVICES AT BALTIMORE/WASHINGTON
INTERNATIONAL THURGOOD MARSHALL AIRPORT**

This CONTRACT, dated this _____ day of _____ 2018, by and between the Maryland Aviation Administration of the Maryland Department of Transportation, hereinafter referred to as the "ADMINISTRATION" and _____, hereinafter referred to as "FIRM."

WHEREAS, the ADMINISTRATION desires to employ FIRM to provide Airport Ambassador Services at BWI Marshall Airport and

WHEREAS, FIRM is fully qualified and as the result of a competitive procurement process, conducted in conformance with State Procurement Law (State Finance and Procurement Article of the Annotated Code of Maryland) and State Procurement Regulations, COMAR (Code of Maryland Regulations) Title 21, stands ready, willing, and able to render such services in a manner hereinafter described subject to the terms, conditions, and approvals herein after set forth,

NOW, THEREFORE, THIS CONTRACT WITNESSETH: That for and in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

ARTICLE I

SCOPE OF SERVICES TO BE SUPPLIED BY FIRM

The required services shall include, but not be limited to, those services described in the Administration's Invitation For Bids (IFB) dated _____ and as described in FIRM's Bid dated _____ submitted in response to Administration's IFB, which documents are incorporated herein by reference, and made part of this CONTRACT.

ARTICLE II
TIME OF PERFORMANCE

- A. The work specified in Article I hereof will be performed for a term of three (3) years, beginning on the date of issuance of the Contract Notice to Proceed by the Administration.
- B. The Administration has the unilateral right to extend this contract for one (1), two (2)-year additional period or on a month-to-month basis for the full period or any portion thereof. The Administration shall advise the Contractor of the exercise of any renewal option at least 120 days prior to the expiration of this Contract. Any renewal period shall be subject to Maryland Procurement Regulations COMAR Title 21, and on the same term and conditions as herein provided.
- C. The unit prices to be paid to the Contractor during the renewal option shall be adjusted in accordance with the annual rate of change of the Consumer Price Index (CPI) as published by the U. S. Department of Labor, Bureau of Labor Statistics. The price change as determined by the Administration shall be based on the most current CPI for All Urban Consumers (CPI-U), Table A that is published for the eighth (8th) month preceding the expiration date of the existing contract by calculating the unit prices with the annual rate of change. If the renewal option is for more than one (1) year the Contractor shall be allowed an annual change for the second year calculated using the referenced CPI.

ARTICLE III
COMPENSATION

- A. Compensation for the performance of the services described in Article I during the three (3) base years with the one (1), two (2) year Renewal Option of the CONTRACT term hereof shall be consistent with the FIRM'S Bid Submission dated _____, incorporated herein by reference, and attached herein and made part of this CONTRACT.

- B. All Inclusive Unit Prices: The ADMINISTRATION will pay to the FIRM the all-inclusive unit prices accepted and approved by the Administration subject to the maximum compensation set forth in Volume II Section I. A. of this Contract. The all-inclusive unit prices approved and accepted by the Administration will remain fixed during the three (3) years.
- C. Option to Renew. The State has the unilateral right to exercise an Option to Renew the Contract for one (1), two (2) year renewal or on a month-to-month basis for the full period or any portion thereof, on the same terms and conditions.
- D. Maximum Compensation: Subject to the performance of assigned work and its acceptance by the Administration, payments to the FIRM will be made for all appropriate charges for services performed on a monthly basis. The maximum compensation to be paid for services provided under this CONTRACT, unless modified as herein provided, including the System Integration Allowance shall not exceed \$4,500,000.00.
- E. Each invoice should bear the following statement: "Certified just and correct and payment not received." Each month the FIRM will also produce a detailed status report of work completed using format approved by ADMINISTRATION. Each invoice shall indicate the FIRM's Federal Tax Identification Number.
- F. The ADMINISTRATION shall not withhold federal, state, and local taxes and FICA taxes, if any, from payments made hereunder. The compensation provided for herein is in lieu of any and all other benefits and compensation.

ARTICLE IV
APPLICABLE LAW

This CONTRACT shall be construed to bind the parties hereto in accordance with the Laws of the State of Maryland.

ARTICLE V

INSURANCE

FIRM shall maintain in full force and effect during the term of this CONTRACT, and any extensions thereto the insurance specified in TC21 of the IFB, which is attached hereto, previously incorporated by reference and made a part of this CONTRACT.

ARTICLE VI **PRODUCTS AND PROGRESS**

The products of the efforts of the FIRM shall become and remain property of ADMINISTRATION, and FIRM shall keep all such work products and related information confidential. FIRM is precluded from disclosing the aforementioned products and related information without prior written approval of the ADMINISTRATION informed of efforts and progress made in the performance of the aforementioned duties, or any other such duties as may be assigned.

ARTICLE VII **TERMS & CONDITIONS**

- A. FIRM agrees to perform the services under this CONTRACT in accordance with the terms, conditions and covenants set forth in the Terms and Conditions for Services, July 1997, as amended (TC), attached hereto, previously incorporated by reference and made a part hereof, to the extent such TC are applicable to the performance of this CONTRACT.
- B. FIRM shall not issue any statements, news releases or information for public dissemination without prior approval of ADMINISTRATION.

- C. No employee of the State of Maryland whose duties as such employee includes matters relating to affecting the subject matter of this CONTRACT, shall, during the term of this CONTRACT and while so employed, become or be an employee of the contractor or any entity that is a subcontractor on this CONTRACT.

ARTICLE VIII

NOTICE

- A. Any notice given pursuant to this CONTRACT shall be considered to have been given when actually received, in writing, by the parties or their agents, and addressed as follows:
1. To ADMINISTRATION:
 2. To FIRM:

ARTICLE IX

INDEMNIFICATION

The FIRM shall indemnify and save harmless the ADMINISTRATION, MDOT, and the State of Maryland, their officers, representatives, agents and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description arising out of or resulting from errors, omissions, negligent acts, negligent performance or nonperformance of the services of the FIRM or those of its subconsultants, agents or employees under this contract, or arising from or based on the violation of applicable federal, state or local law, ordinance,

regulations, order or decree whether by the FIRM or its employees or subconsultants.

Further, the FIRM shall pay any claims for personal injury, bodily injury or property damage which the FIRM is legally obligated to pay and shall indemnify the ADMINISTRATION and the State of Maryland against such claims. The FIRM shall undertake to defend any third-party claim seeking those damages.

ARTICLE X

WAIVER

The waiver by either party hereto of a breach of any provision of this CONTRACT shall not operate or be construed as a waiver of any subsequent breach by either party.

ARTICLE XI

NONASSIGNABILITY

FIRM shall not assign any rights or duties under this CONTRACT without prior written consent of ADMINISTRATION.

ARTICLE XII

CONTRACT AFFIDAVIT

See "Contract Affidavit" attached hereto, previously incorporated and made a part hereof. (Section V.B of the IFB).

ARTICLE XIII

BID/PROPOSAL AFFIDAVIT

See "Bid/Proposal Affidavit," previously incorporated, attached hereto, (Section VI.B of the IFB) and made a part hereof.

ARTICLE XIV

INCORPORATION BY REFERENCE

The following documents are hereby specifically incorporated by reference, and made a part of this Contract:

1. ADMINISTRATION'S IFB, MAA-SV-19-004 Airport Ambassador Services at Baltimore/Washington International Thurgood Marshall Airport.
2. Firm's Bid Submission;
3. Contract Bond Requirements;
4. Bid/Proposal Affidavit;
5. Terms and Conditions for Services, July 1997, as amended;
6. Contract Affidavit;

ARTICLE XV

ORDER OF PRECEDENCE

A. In the event of a conflict between provisions of the CONTRACT, the IFB, the TCs, or any other document incorporated by reference into the CONTRACT, the following order of precedence shall determine the prevailing provisions:

1. CONTRACT;
2. IFB, including any addenda;
3. MDOT TCs; and
4. FIRM'S Bid, including any amendments.

ARTICLE XVI
EXTENT OF CONTRACT

This CONTRACT represents the entire and integrated statement of agreement between ADMINISTRATION and FIRM and supersedes all prior contracts, negotiations, representations, proposals, and awards, either written or oral, for the scope of services specified in the IFB. As the exclusive statement of agreement of the parties, the parties expressly acknowledge that this CONTRACT is the product of mutual negotiations, and intend that neither party shall be construed to be the primary drafter thereof; no provisions of this CONTRACT may be changed or modified except by written instrument executed by both parties and approved by the Administration, and/or the Maryland Department of Transportation and/or the Board of Public Works of Maryland.

ARTICLE XVII
APPROVALS

Execution of this CONTRACT and its effectiveness are subject to the approval of the Secretary of the Department of Transportation of Maryland and the Board of Public Works of Maryland.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed the day and year first above written.

ATTEST:

_____ By: _____

Title (Seal)

WITNESS:

MARYLAND AVIATION ADMINISTRATION

By: _____

Title

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By:

Assistant Attorney General

Date

Section VI. B

CONTRACT AFFIDAVIT

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box): **(Domestic is defined as incorporated in the State of Maryland)**

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

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

Name and Department ID Number: _____ Address: _____

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

Name and Department ID Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

Section VI. B

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

Section VI. B

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

Section VI. B

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

SAMPLE

Section VI. C

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of Interest (explain detail—attach additional sheets if necessary):
- E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.
- F. Any former and/or current employees of the State of Maryland must comply with the State Ethics law and with State Law on secondary employment if applicable.

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

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

Printed Name

**MARYLAND AVIATION ADMINISTRATION
NOTICE TO VENDORS/CONTRACTORS**

The Office of Procurement of the Maryland Aviation Administration has solicited your participation in the proposal process for Contract No. MAA-SV-19-004 Airport Ambassador Services at BWI Thurgood Marshall and Martin State Airport. In order to help us improve the quality of State bid and proposal solicitations, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please complete the following and return this form to Maryland Aviation Administration, Office of Procurement, P.O. Box 8766, BWI Marshall Airport MD, 21240, by Fax to 410-694-6290, or by email to avadasz@bwiairport.com

I. If you have responded with a "No Bid" please indicate the reasons below:

- () Other commitments preclude our participation at this time.
- () The subject of the contract is not something we normally provide.
- () Do not have the necessary equipment, labor and capital required.
- () Do not have the experience necessary to perform the work.
- () The specifications are either unclear, or too restrictive. Please explain in remarks section.
- () Doing business with Government is simply too complicated.
- () We cannot be competitive. Please explain in Remarks section.
- () Time for completion is too short.
- () Bonding and/or Insurance requirements are prohibitive. Please explain in Remarks section.
- () Bid/Proposal requirements, other than specifications are unreasonable or too risky. Please explain in remarks section.
- () Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. Please explain in Remarks section.

II. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks: _____

Offeror Name: _____ Date: _____
Contact Person: _____ Phone () _____ - _____
Address: _____
E-mail Address: _____

**Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts**

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

**Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts**

B. _____(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

VOLUME II OF II

MAA-SV-19-004

**Airport Ambassador Services at
Baltimore/Washington International Thurgood
Marshall Airport**



**MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND AVIATION ADMINISTRATION
September 12, 2018**

VOLUME II, SECTION I. A

BID SUBMITTAL FORM

BID OF _____

ADDRESS _____

TELEPHONE NUMBER _____

FACSIMILE NUMBER _____

E-MAIL ADDRESS _____

MADE THIS _____ DAY OF _____

BID GUARANTY _____ See SP-1.03

TIME OF COMPLETION _____ See TP-1.04 Duration

LIQUIDATED DAMAGES PER CALENDAR D _____ N/A

BIDS ARE IRREVOCABLE FOR 90 DAYS FOLLOWING BID OPENING

TO THE MARYLAND AVIATION ADMINISTRATION
BALTIMORE/WASHINGTON INTERNATIONAL THURGOOD MARSHALL AIRPORT

GENTLEMEN:

The undersigned hereby declares to have carefully examined the Specifications entitled: Maryland Department of Transportation , Maryland Aviation Administration, **Contract No. MAA-MC-SV-19-004, Airport Ambassador Services at Baltimore/Washington International Thurgood Marshall Airport (BWI Marshall) dated September, 2018.**

The Contractor shall provide professional, reliable and effective contractual staff for the Maryland Department of Transportation / Maryland Aviation Administration (MDTO MAA) hereinafter "Administration" or "MAA", at Baltimore/Washington International Thurgood Marshall Airport (BWI Marshall) to monitor and provide customer service to the Airport's passengers departing out of BWI Marshall by managing the queue volume at the four security checkpoints operated by the Transportation Security Administration (TSA) located on Concourses A, B, C and D/E, as well as provide operational support, and terminal inspections for the Office of Airport Operations in accordance with the Specifications of the Technical Provisions, and Addenda issued by the MAA, number(s) _____ at and for the following price(s):

Bidders shall submit positive unit price amounts or a bid of zero on the Bid form only. No negative unit price amounts shall be accepted as responsive bids.

Section I - First Year

Part I - Project Management Costs (All-Inclusive Fully Burdened) (Per TP-1.08, TP-1.10, TP-1.11 and TP-1.13)

Bid Item	No. Positions	Position(s) Full-Time On-Site	Monthly Costs	x	Frequency (Months)	=	Annual Cost
B1	1	Project Manager	\$ _____	x	12	=	\$ _____
B2	1	Assistant Project Manager	\$ _____	x	12	=	\$ _____
B3	<u>2</u>	Part I - Total Maximum Annual Project Management Costs				=	\$ _____

Part II- Routine Personnel Costs (All-Inclusive Fully Burdened) (Per TP-1.08, TP-1.10, TP-1.11 and TP-1.13)

Bid Item	No. Positions	Position(s) Full-Time On-Site	Hourly Rate	x	Hours Per Week	=	Weekly Rate
B4	2	Ambassador Supervisors	\$ _____	x	112	=	\$ _____
B5	16	Service Agents	\$ _____	x	896	=	\$ _____
B6	<u>18</u>	Total Maximum Hours Per Week			1,008	=	\$ _____
B7		Total Part II - Maximum Routine Personnel Annual Costs: (Total Maximum Routine Weekly Costs x 52.142 Weeks)				=	\$ _____

Part III- Overtime Costs for Routine Personnel (Per TP-1.11 and TP-1.13)

Bid Item	No. Positions	Position(s) Full-Time On-Site	Hourly Rate	x	Hours Per Week	=	Weekly Rate
B8	N/A	Ambassador Supervisors	\$ _____	x	24.00	=	\$ _____
B9	N/A	Service Agents	\$ _____	x	180.00	=	\$ _____
B10	<u>N/A</u>	Total Maximum Overtime Hours Per Week			204.00	=	\$ _____
B11		Total Part III - Maximum Overtime Annual Costs: (Total Maximum Routine Weekly Costs x 52.142 Weeks)				=	\$ _____

Note: Overtime is per TP-1.11, H. and TP-1.13, B. and must be approved by the Administration.

B12		Total Section I - First Year Costs (Part I <u>plus</u> Part II <u>plus</u> Part III)				=	\$ _____
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Section II - Second Year

Part I - Project Management Costs (All-Inclusive Fully Burdened) (Per TP-1.08, TP-1.10, TP-1.11 and TP-1.13)

Bid Item	No. Positions	Position(s) Full-Time On-Site	Monthly Costs	x	Frequency (Months)	=	Annual Cost
B1	1	Project Manager	\$ _____	x	12	=	\$ _____
B2	1	Assistant Project Manager	\$ _____	x	12	=	\$ _____
B3	<u>2</u>	Part I - Total Maximum Annual Project Management Costs				=	<u>\$ _____</u>

Part II- Routine Personnel Costs (All-Inclusive Fully Burdened) (Per TP-1.08, TP-1.10, TP-1.11 and TP-1.13)

Bid Item	No. Positions	Position(s) Full-Time On-Site	Hourly Rate	x	Hours Per Week	=	Weekly Rate	
B4	2	Ambassador Supervisors	\$ _____	x	112	=	\$ _____	
B5	16	Service Agents	\$ _____	x	896	=	\$ _____	
B6	<u>18</u>	Total Maximum Hours Per Week				<u>1,008</u>	= <u>\$ _____</u>	
B7		Total Part II - Maximum Routine Personnel Annual Costs: (Total Maximum Routine Weekly Costs x 52.142 Weeks)					=	<u>\$ _____</u>

Part III- Overtime Costs for Routine Personnel (Per TP-1.11 and TP-1.13)

Bid Item	No. Positions	Position(s) Full-Time On-Site	Hourly Rate	x	Hours Per Week	=	Weekly Rate	
B8	N/A	Ambassador Supervisors	\$ _____	x	24.00	=	\$ _____	
B9	N/A	Service Agents	\$ _____	x	180.00	=	\$ _____	
B10	<u>N/A</u>	Total Maximum Overtime Hours Per Week				<u>204.00</u>	= <u>\$ _____</u>	
B11		Total Part III - Maximum Overtime Annual Costs: (Total Maximum Routine Weekly Costs x 52.142 Weeks)					=	<u>\$ _____</u>

Note: Overtime is per TP-1.11, H. and TP-1.13, B. and must be approved by the Administration.

B12		Total Section II - Second Year Costs (Part I plus Part II plus Part III)					=	<u>\$ _____</u>
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Section III - Third Year

Part I - Project Management Costs (All-Inclusive Fully Burdened) (Per TP-1.08, TP-1.10, TP-1.11 and TP-1.13)

Bid Item	No. Positions	Position(s) Full-Time On-Site	Monthly Costs	x	Frequency (Months)	=	Annual Cost
B1	1	Project Manager	\$ _____	x	12	=	\$ _____
B2	1	Assistant Project Manager	\$ _____	x	12	=	\$ _____
B3	<u>2</u>	Part I - Total Maximum Annual Project Management Costs				=	<u>\$ _____</u>

Part II- Routine Personnel Costs (All-Inclusive Fully Burdened) (Per TP-1.08, TP-1.10, TP-1.11 and TP-1.13)

Bid Item	No. Positions	Position(s) Full-Time On-Site	Hourly Rate	x	Hours Per Week	=	Weekly Rate	
B4	2	Ambassador Supervisors	\$ _____	x	112	=	\$ _____	
B5	16	Service Agents	\$ _____	x	896	=	\$ _____	
B6	<u>18</u>	Total Maximum Hours Per Week				<u>1,008</u>	= <u>\$ _____</u>	
B7		Total Part II - Maximum Routine Personnel Annual Costs: (Total Maximum Routine Weekly Costs x 52.142 Weeks)					=	<u>\$ _____</u>

Part III- Overtime Costs for Routine Personnel (Per TP-1.11 and TP-1.13)

Bid Item	No. Positions	Position(s) Full-Time On-Site	Hourly Rate	x	Hours Per Week	=	Weekly Rate	
B8	N/A	Ambassador Supervisors	\$ _____	x	24.00	=	\$ _____	
B9	N/A	Service Agents	\$ _____	x	180.00	=	\$ _____	
B10	<u>N/A</u>	Total Maximum Overtime Hours Per Week				<u>204.00</u>	= <u>\$ _____</u>	
B11		Total Part III - Maximum Overtime Annual Costs: (Total Maximum Routine Weekly Costs x 52.142 Weeks)					=	<u>\$ _____</u>

Note: Overtime is per TP-1.11, H. and TP-1.13, B. and must be approved by the Administration.

B12		Total Section III - Third Year Costs (Part I plus Part II plus Part III)					=	<u>\$ _____</u>
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Section IV - Extra Work Allowance (Three Years Per TP-1.14)

\$ 375,000.00

The Extra Work Allowance is per **TP-1.14, Extra Work Allowance**. The dollar amounts for the Extra Work Allowance are **not** guaranteed payments to the Contractor. The funds are intended to give the Administration spending flexibility for the scope of work outlined in the technical provisions of the contract for non-routine, unexpected and emergency expenses.

Bid Item B13

Section V - Total Contract Cost

\$

Sum of Section I plus Section II plus Section III plus Section IV

TOTAL CONTRACT COST _____

_____ DOLLARS AND _____ CENTS. (\$ _____).

Award of this contract will be based on the lowest responsive and responsible bid meeting specifications.

The foregoing prices include and cover the furnishing of all vendor/subcontractor labor and material, mark-up, overhead, profit, delivery, storage, burden, installation, equipment, tools, insurance, and all similar incidental costs to complete each individual task, as set forth, described, and shown in the Specifications and other Contract Documents. Total Contract Cost listed above is the maximum spending authority for this contract and is subject to approval by the Maryland Board of Public Works. It should be noted, however, Administration spending authority for the contract is subject to fiscal year appropriations as approved by the Governor and the State Legislature and may be funded at less than the full contract value.

Each and every person bidding and named above must sign here. In case of firm, give the first and last name of each member in full with residence.

In case a bid shall be submitted by or on behalf of any corporation it must be signed in the name of such corporation by an authorized officer, or agent thereof, who shall also subscribe his name and office. The seal of the corporation shall be fixed.

IN WITNESS WHEREOF:

Witness

Contractor

Date

By:

Signature

Name of Point of Contact

Printed or Typed

Phone Number of Point of Contact

Title

E-mail Address of Point of Contact

Federal Tax Identification Number
or Social Security Number

Title of Point of Contact

**VOLUME II SECTION I.B.
BID/PROPOSAL AFFIDAVIT**

MAA-SV-19-004

**AIRPORT AMBASSADOR SERVICES AT BALTIMORE/WASHINGTON
INTERNATIONAL THURGOOD MARSHALL AIRPORT**

A. AUTHORIZED REPRESENTATIVE: _____

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS
I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS
I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:

- (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

**E. AFFIRMATION REGARDING DEBARMENT
I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in

the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES
I FURTHER AFFIRM THAT:

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

G. SUB-CONTRACT AFFIRMATION
I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION
I FURTHER AFFIRM THAT:

- Neither I, nor to the best of my knowledge, information, and belief, the above business has:
- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
 - (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in

restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business' policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
- (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT
I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____ Address: _____
(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the

Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES
I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

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

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

Date

Authorized Representative and Affiant

**VOLUME II. SECTION I. C.
EXPERIENCE/QUALIFICATIONS**

**MAA-SV-19-004
AIRPORT AMBASSADOR SERVICES AT BALTIMORE/WASHINGTON
INTERNATIONAL THURGOOD MARSHALL AIRPORT**

Name of firm

Federal Tax ID or Social Security Number

Address

1. The Contractor shall have three (3) years continuous experience in the last five (5) years in the field of customer service in a medium or large hub international airport environment. The Contractor must have a proven track record of recruiting, hiring, training, deploying, operating and managing a customer service staff in a medium or large hub international airport with Transportation Security Administration (TSA) Passenger Screening Services. The experience shall include a proven record of operating a project management structure of manager(s), supervisors and customer service agents or employees tasked with processing a large volume of customers/passengers in a short period of time in a dedicated and confined environment.
2. The Contractor shall submit documentation of the continuous three (3) years experience, including company, address, contact person, telephone number, and term of contract, description and amount. The Administration shall not accept the experience of individual employees or combinations of employees as company experience.
3. Cite the airport(s) in which the required experience is demonstrated to include contract duration and/or time frame.

Airport Name:

Location/Address:

Contract Term:

Contact Person:

Telephone Number:

4. Have any contracts for the operation of these services held by your organization ever been canceled or terminated for default? If so, give details on separate sheet:

_____ Yes

_____ No

IN WITNESS WHEREOF:

Witness

Contractor

Date

Signature

Printed or Typed

Title

VOLUME II SECTION I. D.
PERFORMANCE BOND

NOTE: THIS PERFORMANCE BOND IS NOT REQUIRED IF RESULTANT CONTRACT PRICE IS LESS THAN \$100,000.

Bond Number

Principal Business Address of Principal

Surety Obligee

a corporation of the State of

STATE OF MARYLAND
By and through the following

Maryland Aviation Administration

and authorized to do business in the
State of Maryland

Penal Sum of Bond (express in figures and words)

(Dollars, written in figures)

(Dollars, written in words)

_____, 2018
Description of Contract Date of Contract

_____, 2018
Contract No. Date Bond Executed

KNOW ALL MEN BY THESE PRESENTS:

That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS:

Principal has entered into or shall enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract".

WHEREAS:

It is one of the conditions precedents to the final award of Contract that these presents be executed.

NOW, THEREFORE:

During the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the Contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining Contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum state above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to

the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF:

Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: _____ Individual Principal
Witness: _____
_____ as to _____ (Seal)

In Presence of: _____ Co-Partnership Principal
Witness: _____
_____ as to _____ (Seal)
Name of Co-Partnership

_____ as to By: _____ (Seal)

_____ as to By: _____ (Seal)

_____ as to By: _____ (Seal)

Corporate Principal

Name of Corporation (Seal)

Attest:

Corporate Secretary Date

By: _____ Affix
Corporate Seal

Signature Date

Title: _____

Surety

Attest:

Bonding Agent's Name

By: _____ Affix
Corporate Seal

Signature Date

Agent's Address

Title: _____

Business Address of Surety

Maryland Aviation Administration
Approved as to Form and Legal Sufficiency

this _____

day of _____, 2018

Assistant Attorney General