

VOLUME I OF II

MAA-SV-19-003

**Real Estate Consulting Support Services at
Baltimore/Washington International Thurgood
Marshall and Martin State Airports**



**MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND AVIATION ADMINISTRATION
October 23, 2018**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NO.</u>
I INTRODUCTION	
A. Contract Summary	5
B. No-Proposal Notice.....	6
C. Notice to Offerors	7
D. Purpose.....	9
E. Background/Scope	10
F. Contract.....	11
G. Budget	12
H. Basis of Compensation/Method of Payment.....	13
I. Issuing Office/Procurement Officer.....	15
II CONDITIONS GOVERNING THE PROCUREMENT	
A. Anticipated Schedule of Events	16
B. Explanation of Events	16
C. General Requirements.....	21
D. Conditions of Commercial Nondiscrimination	25
E. Conflict of Interest	26
III SCOPE OF SERVICES	
A. Services to be Provided.....	26
B. Anticipated Work Assignments	27
C. FAA Review	28
D. Confidentiality	28
E. Project Administration	28
IV QUALIFICATIONS/EXPERIENCE	
A. Type of Firm Solicited	30
B. Offeror/Team Qualifications/Experience.....	30
C. Subcontractors Qualifications/Experience.....	31
D. Key Staff	31
V OTHER PROPOSAL REQUIREMENTS	
A. DBE.....	34
B. Liquidated Damages	35
C. Financial Responsibility.....	36
D. Acknowledgement of Addenda.....	36
E. Affidavits	37
F. Other Requirements	37

VI TECHNICAL EVALUATION CRITERIA

A.	Offerors/Contract Team	38
B.	Key Staff	39
C.	Statement of Goals/Management Approach	40
D.	Economic Benefits to the State	40

VII PROPOSAL FORMAT & ORGANIZATION

A.	Responses to RFP	41
B.	Proposal Organization.....	42
	1. Volume I, Technical Proposal.....	42
	2. Volume II, Financial Proposal	43

VIII SPECIAL PROVISIONS

SP-1.01	Conditions of Commercial Nondiscrimination	1
SP-1.02	Living Wage Requirements.....	2
SP-1.03	Minority Business Enterprise (MBE)	4
SP-1.04	Veteran-owned Small Business Enterprises.....	5
SP-1.05	Insurance Requirements	7
SP-1.06	BWI Marshal Airport Security, Access Badges, Airfield Vehicle Ramp Permits, and U.S. Custom Badges	14
SP-1.07	Multiple or Alternate Proposals	27
SP-1.08	Joint Venture Offerors.....	27
SP-1.09	Statistical Information.....	27
SP-1.10	Protests/Disputes.....	27
SP-1.11	Duration of Offeror.	27
SP-1.12	Pre-Opening Modification or Withdrawal of Offerors.	28
SP-1.13	Late Proposals, Withdrawals, and Modifications.	28
SP-1.14	Incurred Expenses	28
SP-1.15	Economy of Preparation.....	28
SP-1.16	Ownership of Proposals	28
SP-1.17	Disclosure of Proposals.....	28
SP-1.18	Access to Public Records Act Notice	28
SP-1.19	Prime Offeror Responsibilities.....	29
SP-1.20	Confidentiality.....	29
SP-1.21	Contractor Affirmative Action/Equal Employment Opportunity (EEO) Programs.	29
SP-1.22	Verification of Registration and Tax Payment.....	43
SP-1.23	Reciprocal Preference	43
SP-1.24	Offeror Qualifications	44

IX MDOT TERMS & CONDITIONS FOR SERVICES, JULY 1997, AS AMENDED

TC-1	Definitions	1
TC-2	Preparation of Proposal/Bid	4
TC-3	Small Business Procurement	5

TC-4	Sanctions Upon Improper Acts	5
TC-5	Compliance With Laws	5
TC-6	Non-Discrimination in Employment	5
TC-7	Dissemination of Information.....	6
TC-8	Non-Hiring of Employees	6
TC-9	Contingent Fee Prohibition.....	7
TC-10	Conflict of Interest Law.....	7
TC-11	Financial Disclosure	7
TC-12	Political Contribution Disclosure	7
TC-13	Personal Liability of Public Officials	8
TC-14	Cost and Price Certification.....	8
TC-15	Contract Administration	8
TC-16	Authority of the Procurement Officer	8
TC-17	Corporate Registration & Tax Payment Certification	9
TC-18	Initiation of Work.....	9
TC-19	Notice to Proceed & Prosecution of Work	9
TC-20	Discrepancies in Contract Documents.....	9
TC-21	Contractor's Insurance.....	9
TC-22	Responsibility for Claims and Liability	10
TC-23	Minority Business Enterprise/Affirmative Action/Contract Compliance	10
TC-24	Cooperation by Contractor	10
TC-25	Cooperation Between Contractors.....	10
TC-26	Assignment	10
TC-27	Changes, Alterations or Modifications in the Services	11
TC-28	Approval Authority	11
TC-29	Ownership of Documents	11
TC-30	Multi-Year Contracts Contingent Upon Appropriations.....	11
TC-31	Contractor's Invoices.....	11
TC-32	Occupational Safety & Health Act (OSHA)	12
TC-33	Disputes	12
TC-34	Remedies & Termination	12
TC-35	Delays & Extensions of Time.....	13
TC-36	General Guaranty.....	13
TC-37	Patent Indemnity.....	14
TC-38	General Conditions Prevailing	14
TC-39	Incorporation by Reference	14
TC-40	Miscellaneous	14
TC-41	Maryland Law Prevails.....	14
TC-42	Resident Business Preference	14
TC-43	Compliance With Americans With Disabilities Act (ADA)	14
TC-44	Payment of State Obligations	15
TC-45	Suspension of Work	16
TC-46	Pre-Existing Regulations.....	16
TC-47	Retention of Records	16

TC-48 Prohibition Against Shifting Maryland Income	16
TC-49 Insolvency.....	16
MDOT MAA Amendments to MDOT Terms & Conditions	17

X. ATTACHMENTS TO RFP

1. Proposal Submittal Form	1-3
2. Sample Contract.....	1-7
3. Contract Affidavit	1-4
4. Conflict of Interest Affidavit and Disclosure.....	1-1

XI. PRICE PROPOSAL DOCUMENTS

1. Price Proposal Form.....	1-8
2. Bid Proposal Affidavit	1-7
3. A. MDOT DBE Form A DBE Utilization and Fair Solicitation Affidavit	1-2
B. MDOT DBE Form B DBE Participation Schedule	1-3
C. MDOT Form C Outreach Efforts Compliance Statement.	1-1
D. MDOT DBE Form D Participation Affidavit.	1-1
E. MDOT Form E Good Faith Effort Guidance Part I.	1-6
E. MDOT Form E Good Faith Effort Documentation Part II.	1-6
4. Living Wage Affidavit.....	1-2
5. Hiring Agreement.....	1-4

SECTION I – INTRODUCTION

A. Contract Summary

ITEM	DESCRIPTION
Contract Title	Real Estate Consulting Support Services at Baltimore/Washington International Thurgood Marshall and Martin State Airports.
MAA Contract Number	MAA-SV-19-003
Request for Proposals (RFP) Issue Date	October 23, 2018
Applicable Provisions	MDOT Terms & Conditions (TC) for Services July 1997 as amended
Provisions for Federal Aid Applicable	YES () NO (X)
DBE Subcontractor Participation Goal	15 % Overall
Small Business Reserve	YES () NO (X)
Project Location	BWI Marshall Airport (x) MTN Airport (x)
Contract RFP/Specifications Cost	Complimentary
Contract Duration	5 years
Pre-Proposal Conference	November 7, 2018 at 11:00 a.m. Local Time Maryland Department of Transportation Maryland Aviation Administration Potomac River Conference Room MAC Bldg., 7001 Aviation Blvd Glen Burnie MD 21061
RFP Inquiry Period (Questions must be written and sent via mail, facsimile or email)	November 14, 2018 at 2:00 p.m. Fax: 410-694-6290 Email: Avadasz@bwiairport.com
Proposals Due No Later Than	December 12, 2018 at 2:00 p.m. Local Time MDOT Maryland Aviation Administration Office of Procurement MAC Bldg., 7001 Aviation Blvd Glen Burnie MD 21061

B. No-Proposal Notice

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of Agnes Vadasz at 410-859-6290 or Avadasz@bwiairport.com.

**Title: REAL ESTATE CONSULTING SUPPORT SERVICES AT BWI
MARSHALL AND MARTIN STATE AIRPORT**

Solicitation No: MAA-SV-19-003

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

REMARKS:

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

C. Notice to Offerors

Real Estate Consulting Support Services at BWI Marshall and Martin State Airport
MAA-SV-19-003

Sealed proposals for the State of Maryland (“State”), Maryland Department of Transportation (“MDOT”), Maryland Aviation Administration (“MDOT MAA”) project entitled, Real Estate Consulting Support Services at BWI Marshall and Martin State Airports, MAA-SV-19-003 **will be received** at the MDOT MAA’s Office of Procurement, 7001 Aviation Boulevard, Glen Burnie, MD 21061 until **December 12, 2018 at 2:00:00 pm Local Time**.

Proposals sent by U.S. Postal Service should be sent to MDOT MAA, P.O. Box 8766, BWI Marshall Airport MD 21240-0766 Attention: A. Vadasz, MAC Building. Late proposals, late request for modification, or late request 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 7001 Aviation Boulevard, Glen Burnie, MD 21061, Attention: A. Vadasz. MDOT MAA is not responsible for proposals received late regardless of the method of shipment or delivery.

MDOT MAA is seeking Offerors with demonstrated experience and thorough knowledge of airport real estate consulting support services, as more fully described in the Request for Proposals (“RFP”). Each Offeror, prior to submitting a proposal shall become fully informed as to the extent and character of the work required. A submission of an offer is agreement with all terms and conditions referenced in the RFP.

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

A Prospective Offeror that has received this document from a source other than <https://emaryland.buyspeed.com/bs/>, should go to <https://emaryland.buyspeed.com/bs/>, for any changes or additional materials related to this RFP.

A **Pre-Proposal Conference** will be held **November 7, at 11:00 A.M. local time**, for interested Offerors. Please assemble in the:

MDOT Maryland Aviation Administration
Potomac River Conference Room
MAC Bldg., 7001 Aviation Blvd
Glen Burnie MD 21061

Attendance is not mandatory, but interested Offerors are encouraged to attend. A State Equal Opportunity Officer may be available to discuss the Disadvantaged Business Enterprise (“DBE”) program requirements. Appropriate auxiliary aids and services for qualified individuals with

disabilities will be provided upon request. Please call Procurement at 410-859-7081 at least five (5) days in advance of the meeting to advise of any reasonable accommodations required.

Offerors are hereby notified that in regard to any contract entered into pursuant to this RFP DBE will be afforded full opportunity to submit offers in response to this notice and will not be subjected to discrimination on the basis of race, color, sex, creed, or national origin. DBE are encouraged to respond to this solicitation notice.

It is the goal of MDOT that D/MBEs participate in all contracts, and MDOT MAA has established a minimum overall goal of fifteen percent (15%) DBE subcontractor participation of the total contract value for this Contract.

In accordance with COMAR 21.11.03.10(E), all contracts containing DBE Program Goals must include the Liquidated Damages Provision as found in Section V of this RFP.

By submitting a response to this solicitation:

- 1) an Offeror certifies that it is, or intends to be, a registered vendor on eMarylandMarketplace;
- 2) an Offeror agrees that the established DBE goal will be performed by one (1) or more certified DBE firms including any classifications specified. A prime contractor, including an DBE contractor and/or a registered Small Business Reserve contractor must accomplish the DBE subcontract goals with MDOT-certified DBE subcontractors. A current directory of certified DBEs is available through the MDOT Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.md.state.md.us/directory/>. The most current and up-to-date information on DBEs is available via this website. **Only MDOT-certified DBEs may be used to meet the DBE subcontracting goals.**
- 3) the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State, including 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 the Contract award;
- 4) the Offeror agrees to accept payments by electronic funds transfer, for Contracts with a value of \$100,000 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

- 5) The Offeror agrees, that if selected for award, shall be deemed to have accepted the terms of this RFP and all accompanying documents. Any exceptions to this RFP and Contract documents must be clearly identified in the Proposal Submittal Form (Section X.1) included as part of the Offeror's proposal. A proposal that takes exception to these terms may be rejected.

The Hiring Agreement – This contract has been designated as part of the First Source Program which provides that the contractor, Maryland Department of Human Resources (DHR) and the contracting entity will work cooperatively to identify and hire qualified current and former Family Investment Program (“FIP”) recipients, their children, foster youth, and child support obligors to fill job openings resulting from this procurement, in accordance with Section 13-224, State Finance and Procurement Article.

All Offerors are advised that if a Contract is awarded because of this solicitation, the successful Offeror will be required to complete a DHR Hiring Agreement. A copy of this Affidavit is included in Volume II. This Affidavit must be provided when requested from the MDOT MAA or with the Notice of Recommended Award package.

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

If there should be any questions regarding this RFP, please contact:

Agnes Vadasz
Procurement Administrator
Office of Procurement
Maryland Aviation Administration
410-859-7440; 410-859-6290 (fax)
Avadasz@bwiairport.com

D. Purpose

The MDOT MAA, a Transportation Business Unit (TBU) of the MDOT, a principal department of the executive branch of the government of the State is requesting proposals from consulting firms with demonstrated experience in, and thorough knowledge or, real estate functions related to the ongoing management and development of a commercial airport and State-owned property asset as described more fully in this RFP. Each potential Offeror is encouraged to read this RFP carefully and submit proposals outlining in detail its ability to provide the requested services.

E. Background/Scope

1. Background - The MDOT MAA owns and operates the Baltimore/Washington International Thurgood Marshall Airport (BWI Marshall) and the Martin State Airport (MTN). The ongoing management and development of which, are subject to the requirements of both the Federal Aviation Administration (FAA) and the Code of Maryland Regulations (COMAR). The MDOT MAA's Office of Planning – Real Estate Division is responsible for implementing multiple airport real estate programs within the MDOT asset management framework. In support of these efforts, the MDOT MAA has the need for a diverse range of program support services related to the acquisition, management, and disposal of State-owned real property interests.
2. Summary Scope of Work - This RFP does not attempt to define/detail all the Contract needs, rather, it is flexible and allows for the credentials of the Offeror to be demonstrated in the areas of expertise necessary to support the real estate programs of the MDOT MAA. The services needed to satisfy the purpose of this RFP include, but are not limited to, those summarized below. These services will be performed consistent with FAA and COMAR requirements and associated MDOT procedures. Refer to Sections III and IV of this RFP for additional details regarding project services and preferred Offeror qualifications and experience.
 - Property and Land Use Planning – to include research and recommendations on real estate market conditions and trends, area-wide land use and zoning, and the highest and best use of airport property holdings;
 - Real Estate Actions – to include managing the appraisal, acquisition, and disposal of State owned, airport property interests (fee simple and easement);
 - Ongoing Management of Property Holdings – to include assistance with property demolition plans, updating property holding databases, and coordination of property maintenance activities;
 - Other Services – to include on-site staff support in MDOT MAA offices as may be necessary, and the ability to prepare metes-and-bounds surveys and associated plats.

F. Contract

1. **eMarylandMarketplace.** In accordance with Code of Maryland Regulations (COMAR) 21.05.02.16, to receive a contract award, an Offeror must be registered on eMarylandMarketplace as a vendor. To register on eMarylandMarketplace, go to the Department of General Services Website at <https://emaryland.buyspeed.com/bsa/>.
2. **The Contract** resulting from this RFP (See Section X.2) shall be an on-call, task-order, labor hour contract as defined in COMAR 21.06.03, subject to a contract ceiling dollar amount that shall not be exceeded without the written approval of the MDOT MAA's Project Manager (PM), and other approval authority as required by State law. Labor rates in each category are fully loaded, hourly rates that include all direct and indirect costs and profit for the Contractor.
3. **Basis of Award** - The Procurement Officer will recommend award of the Contract to the Responsible Offeror that submitted the proposal determined to be the most advantageous to the state based on the technical evaluation criteria set forth in this RFP. Technical factors are more important than financial.
4. **Multiple Awards** - The Procurement Officer intends to recommend contract award to the Offeror(s) that best satisfies the needs of the MDOT MAA, based on the requirements of this RFP. The MDOT MAA reserves the right to award to more than one (1) contract, using the criteria defined in this RFP, if, in the Procurement Officer's judgment, there is more than one (1) qualified Offeror to fulfill the commitment. If that is the case, the contracts will be awarded in the order of ranking of the proposals (utilizing the combined Technical and Price ranking), and the highest-ranked firm may receive a larger award. Contents of proposals become contractual obligations. Failure of an Offeror to honor these obligations can result in cancellation of award.
5. **Task Orders.** Task orders are individual project tasks that will be assigned by the MDOT MAA Project Manager to the Contractor for services to be performed on an as-needed basis. Contractor will, after assignment of task by the MDOT MAA Project Manager, develop a scope of services, management approach, detailed person hours and cost estimate to be presented for possible negotiation and approval. The Contractor shall not proceed on any project without written approval of the project estimate by the MDOT MAA Project Manager. A written Notice to Proceed (NTP) will be issued for each individual task project.
6. **Parties to the Contract.** The Contract to be entered into as a result of the RFP shall be by and between Offeror and the MDOT MAA. The form of the standard Contract is enclosed with this RFP in Section X.2.
7. **Certification of Performance.** By submitting a proposal in response to this RFP, an Offeror is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations, and the Equal Employment Opportunity ("EEO") and

Minority Business Enterprise/Disadvantaged Business Enterprise (“MBE/DBE”) requirements, and accepts the terms and conditions set forth herein, including MDOT Terms and Conditions for Services, July 1997, as amended (Section IX), Contract Affidavit (Section X.3), and Contract insurance requirements (SP-1.05), all of which will be made a part of any Contract awarded as a result of this RFP.

8. Type. The Contract resulting from this RFP shall be a multi-year, fixed-price contract as defined in COMAR 21.06.03, subject to a contract ceiling dollar amount that shall not be exceeded without the written approval of the MDOT MAA, and other approval authority as required by State law.
9. Assignment of Work. The work will consist of individual project assignments consistent with the MDOT MAA’s requirements. The MDOT MAA reserves the right to assign work under this contract as it sees fit; and to allocate contract funds to undesignated subcontractors as needed. No minimum amount of work is guaranteed to the Contractor or subcontractors under this Contract.
10. Duration. The Contract shall begin on the date of the Notice to Proceed issued by the MDOT MAA, and shall extend over a five (5) year period. MDOT MAA reserves the right to extend the contract duration, as required for up to one-third (1/3) of the contract term, to meet the completion time for projects/assignments.
11. MBE. In the performance of the required services under this Contract, the Contractor shall cooperate with the MDOT MAA in meeting its commitments and goals regarding maximum utilization of M/DBE. For purposes of this Contract, the Contractor is committed to utilizing MDOT-certified DBE for services comprising a minimum of fifteen percent (15%) of the total contract amount inclusive of classifications of DBE specified. Refer to Section V. As an option for meeting the DBE participation goal set out for this procurement in part or in total, the MDOT MAA strongly encourages joint venture partnerships between the prime and MBEs/DBEs.
12. Other Proposal Requirements. Section V of this RFP provides further information and requirements of the DBE program as it relates to submittal of an offer in response to this RFP, and in performing contract services.

G. Budget

1. The MDOT MAA has an estimated budget of \$2,000,000.00 for these services during the period of the contract. The Offeror will only be compensated for actual work, satisfactorily completed and accepted, on a task-by-task basis, depending on the needs of the MDOT MAA, and in accordance with the MDOT Terms and Conditions for Services, July 1997, as amended (Section IX).

2. The maximum amount expended in any fiscal year during the term of the Contract shall not exceed the amounts appropriated by the Maryland General Assembly in the MDOT MAA's budget for these services. For this reason, the Contract value is only an estimate, not a guarantee.

H Basis of Compensation/Method of Payment

1. Basis of Compensation. The basis of compensation for services performed under the Contract awarded as a result of this RFP will be all-inclusive labor rates on an hourly basis for each of the staff classifications requested. The proposed labor rates should include all direct and indirect costs, and profit for the Contractor. The MDOT MAA will pay to the Contractor the labor rates accepted at contract award and approved reimbursable expenses, subject to the maximum compensation set forth in the Contract.
2. All Inclusive Labor Rates. The all-inclusive labor rates accepted by the MDOT MAA will remain fixed during the contract period. In the event the MDOT MAA assigns a task to the Contractor requiring expertise or personnel not previously identified in its submittals for this Contract, the Contractor may submit for the MDOT MAA's approval alternative staff/firms to perform the work. The Contractor will not be reimbursed for utilizing any subconsultants and vendors not approved and added to the contract by MDOT MAA in advance of any work approved.
3. Reimbursable Expenses. Approval of requests for reimbursable expenses is always at the discretion of the MDOT MAA's Project Manager. The allowance of direct, non-salary costs will be determined by the requirements of the project and contractor location. However, the following constraints may be applicable if the items are necessitated by the performance of the required services. The MDOT MAA does not allow any additives or markups to any direct cost item.
 - a. Transportation of personnel by automobile will be reimbursed in accordance with State travel regulation's automobile mileage reimbursement at time of travel, and is allowable for official business mileage only. The current reimbursement rate is fifty-four and one half cents (\$.545)/mile. Mileage within a 50-mile radius of the contractor's office will not be compensated.
 - b. Distance travel on behalf of the MDOT MAA must be approved in advance, and will be reimbursed at actual cost in accordance with State travel regulations current at the time of travel. Public transportation shall be at prevailing tourist class or coach rates. In general, distance travel is defined as travel associated with an overnight stay required to perform a specific project task. The Contractor will not be compensated for non-business hours while on travel status.
 - c. Lodging shall be reimbursed at reasonable lodging costs.
 - d. Meal reimbursement shall be limited to the current established *per diem* in accordance with State travel regulations.

- e. Total reimbursement for lodging and meals may be limited to Two Hundred, Twenty-Five Dollars and 00/100 (\$225.00) per day per individual, or any subsequently pre-approved limit by the MDOT MAA Contract Procurement Officer.
 - f. The Contractor will not be compensated for utilizing subcontractors and/or vendors not approved in advance by the MDOT MAA.
 - g. The Contractor will not be compensated for performing work prior to written authorization.
 - h. Computer and other technology costs are not an allowable direct expense.
 - i. If any Key Staff proposed under this contract is not located at the local project office, the Administration will not reimburse the Contractor for the individual Key Staff's travel and meal charges associated with traveling to MAA to conduct business or work on MAA's projects. All such charges shall be considered as local travel from the Contractor's local project office.
4. The Contractor will be compensated in accordance with the MDOT Terms and Conditions for Services, July 1997, as amended (Section IX), based on invoices submitted for payment with all required supporting documentation. To ensure compliance with the certified DBE Contract participation goals, the Contractor shall:
- a. Report monthly all payments to DBE subcontractors. The payments will be submitted to the MDOT MAA on a monthly basis via the MDOT iFMIS electronic payment verification and monitoring system or via manual submission. The MDOT MAA will notify the Contractor of the reporting method.
 - b. Report all unpaid invoices, over 30 days, from all certified DBE subcontractors and the reason the payment has not been made.
 - c. Include in its agreement with DBE subcontractors a requirement that the DBE subcontractors are to submit monthly to the MDOT MAA, a report identifying the prime Contractor and listing the following:
 - i. Payment received from the Contractor in the preceding 30 days; and
 - ii. Invoices for which the subcontractor has not been paid.
- Failure of the Contractor to report in a timely manner may result in a finding of non-compliance. Additional reports may be required by the MDOT MAA upon written request. All such records shall be retained for a period of three years following the acceptance of final payment and shall be available for inspection by the U. S. Department of Transportation, the Maryland Department of Transportation, and the MDOT MAA.
5. Method of Payment. Subject to the performance of assigned work and its acceptance by the MDOT MAA, the Contractor may invoice the MDOT MAA for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with prices offered and accepted by the MDOT MAA. Work for each individual task order must be billed separately. Multiple task order work cannot be submitted on a single or combined invoice.

Each certified invoice shall clearly delineate price breakdown by project, classification, hours, subcontracted cost, and reimbursable expenses, as applicable. Each billable line item should be listed separately on the invoice. All invoices shall be accompanied with supporting documents and affidavits, and include the Contractor's federal identification number. In order to receive payment for work subcontracted to others, the Contractor is required to submit with its invoices copies of subcontractor invoices as well as certification in the form of the MDOT MAA DBE/Non-DBE Subcontractor Utilization Form (Section XI.3) that subcontractors were paid for any invoiced services for which the Contractor received payment from the MDOT MAA. If Contractor is not in default of any Contract terms and conditions, the MDOT MAA shall cause said invoice to be paid in a timely manner.

Paystubs of all Prime's and Subcontractors' employees working on this contract are subject to inspection by MDOT MAA at any time. The Contractor shall be responsible for keeping project scope and cost within MDOT MAA's budget. The Contractor may not be reimbursed for work not authorized by the MDOT MAA's Project Manager in advance; for not meeting agreed to project schedule, and/or exceeding MDOT MAA's approved budget without MDOT MAA's prior written authorization.

The Contractor is required to submit invoices for the firm and its Subcontractors to MDOT MAA on a monthly basis. At the discretion of the MDOT MAA, any charges associated with a prior period older than six (6) months will be subject to rejection by MDOT MAA. Any charges associated with a project/task submitted after the task/project is closed by MDOT MAA will be rejected.

In addition to the hard copies of invoices, the Contractor shall submit invoices to MDOT MAA electronically in the standard format required by MDOT MAA. The Consultant will not be reimbursed for utilizing any sub-consultants and vendors not approved by MDOT MAA and added to the Contract thru a Contract Modifications.

The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also see the "Living Wage" provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

I. Issuing Office/Procurement Officer

The sole point of contact in the State for purposes of this RFP is Agnes Vadasz Procurement Administrator, (410) 859-7440 Avadasz@bwiairport.com and the Procurement Officer, at

the Issuing Office address is shown below. Failure to comply with this requirement may result in an Offeror being disqualified from further consideration.

Lynda Warehime
Manager, Architectural/Engineering & Consultant Services
Office of Procurement
Maryland Department of Transportation
Maryland Aviation Administration
P.O. Box 8766
BWI Marshall Airport, MD 21240-0766
(410) 859-7331
(410) 694-6290 – fax
Email: lwarehime@bwiairport.com

SECTION II – CONDITIONS GOVERNING THE PROCUREMENT

This section describes, but is not limited to, the major events of the selection process and specifies general requirements.

A. Anticipated Schedule of Events

The MDOT MAA has established the following anticipated schedule for the procurement of services outlined in this RFP.

1. Issuance of RFP **October 23, 2018**
2. Pre-Proposal Conference **November 7, 2018**
3. Proposal Inquiry Deadline **November 14, 2018**
4. RFP Amendment Issued, **November 21, 2018**
5. Closing Date for Technical Proposals **December 12, 2018**
6. Technical Evaluation Process **January 2019**
7. Contract Formation **January 2019**
8. Board of Public Works Approval **February 2019**
9. Notice to Proceed **March 2019**

B. Explanation of Events

1. Issuance of MAA-SV-19-003 Real Estate Consulting Support Services at Baltimore/Washington International Thurgood Marshall and Martin State Airports, by the MDOT MAA's Office of Procurement, in accordance with the provisions of COMAR 21.05.03, Competitive Sealed Proposals.

2. Pre-Proposal Conference. A pre-proposal conference will be held at **November 7, 2018@ 11:00 a.m. local time**, at the MDOT MAA Potomac River Conference Room, MAC Bldg., 7001 Aviation Blvd Glen Burnie MD 21061.

Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's DBE goals.

If there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five (5) days advance notice be provided. Please call 410-859-7081. The MDOT MAA will make reasonable efforts to provide such special accommodation.

3. Proposal Inquiries. Offerors having **questions** about this RFP and any aspect of the project should submit them in writing via mail, facsimile, or preferably e-mail, to the Procurement Administrator **November 14, 2018 at 2:00 P.M, local time**. All written questions received will become part of the RFP process and answered in writing. The questions and answers will be distributed, in the form of an addendum, which will be posted on eMaryland Marketplace.

NOTE: Each Offeror, prior to submitting a proposal, shall become fully informed as to the extent and character of the work involved. Please note that the Selection Panel takes an Offeror's understanding of the project services into consideration at the written proposal evaluation phase.

4. RFP Amendment(s) – Any clarification, interpretation, or change to the RFP or Contract documents by the MDOT MAA will be made by written addenda and will be posted on eMaryland Marketplace. 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 RFP document. The Issuing Office, at its sole discretion or wherever stated in this RFP, may use facsimile transmission ("FAX") for the issuance of revisions, addenda or amendments. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals.

Addenda should be acknowledged in the Proposal Submittal Form (Section X.1). Failure to acknowledge receipt of addenda does not relieve the Offeror from complying with terms of any such amendments.

5. Submission of Proposals.
 - a. By submitting an offer/proposal and Price Proposal in response to this RFP, the Offeror:

- 1) affirms it understands that it must be registered on eMaryland Marketplace in order to receive a contract award.
 - 2) declares that it is not in arrears in the payment of any obligation due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so during the term of the contract, if selected for award;
 - 3) certifies, that if selected for award, that all work will be performed in conformance with applicable local, state and federal laws and regulations and the Equal Employment Opportunity and DBE requirements; and
 - 4) agrees, that if selected for award, shall be deemed to have accepted the terms of this RFP and all accompanying documents. Any exceptions to this RFP and contract documents must be clearly identified in the Proposal Submittal Form (Section X.1) included as part of the Offeror's proposal. A proposal that takes exception to these terms may be rejected. The intended Contract documents are for review and questions during the RFP process and prior to submittal of proposals.
- b. An Offeror should submit a separately, sealed package for each requested proposal "Volume." Each envelope face should be labeled as Volume I or Volume II, as applicable, and include the RFP title and number, name and address of the Offeror, and the closing date and time for receipt of the proposals on the outside of the package.

Volume I, Technical Proposal: One (1) unbound original containing original signatures and clearly marked on its cover as "Original," nine (9) bound photocopies of the original; and three (3) copies of the original on flash drives and

Volume II, Price proposal: One (1) unbound original containing original signatures and clearly marked on its cover as "Original," two (2) bound photocopies and one (1) copy on flash drive.

- c. **Proposals must be received no later than December 12, 2018 @ 2:00:00 P.M., Local Time**, at the Maryland Aviation Administration, Office of Procurement, 7001 Aviation Boulevard, Linthicum, MD 21061, in order to be considered.

Mail responses to: MDOT Maryland Aviation Administration Attn: Agnes Vadasz Office of Procurement MAC Building P.O. Box 8766 BWI Airport, MD 21240-0766	or	Hand Delivery or Commercial Delivery of responses to: MDOT Maryland Aviation Administration Attn: Agnes Vadasz Office of Procurement 7001 Aviation Boulevard Glen Burnie, MD 21061
---	----	---

- d. Requests for extensions of this date or time will not be granted. Any late proposal, 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 proposals by mail or commercial delivery service should allow sufficient mailing and delivery time to ensure timely receipt at the MDOT MAA. U.S. Postal Service mail is received in a different location than that designated for receipt of proposals. It is recommended that proposals be hand-delivered to the Issuing Office. The MDOT MAA is not responsible for late proposals, no matter how delivered.
 - e. The identity of an Offeror and the Register of Proposals shall not be disclosed before the Procurement Officer makes a determination recommending award of the Contract, in accordance with COMAR 21.05.03.02.G.
6. Technical Evaluation Process.
- a. Clarifications/Discussions. Proposals will be reviewed for conformance to the RFP requirements. The State reserves the right to cancel this RFP; accept or reject any and all proposals, in whole or in part, received in response to this RFP; to waive or permit cure of minor irregularities; and to conduct discussions with all qualified or potentially responsible Offerors in any manner necessary to serve the best interest of the State. However, the State reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of proposals and the review of those proposals. Offerors judged by the procurement officer not to be responsible or Offerors whose proposals are classified as not reasonably susceptible of being selected for award shall be notified (See COMAR 21.05.03.03B(2)).
 - b. Interviews. The MDOT MAA may require responsible Offerors to interview with the Selection Panel, clarifying their proposals and responding to questions from the Selection Panel. Interviews will be scheduled at the convenience of the MDOT MAA, and notices of the date, time, and place will be sent to those Offerors invited for discussions. An agenda and/or a list of questions to be addressed at the discussions may be enclosed with the notice.

Significant representations made by an Offeror during discussions/interviews that are not part of the written technical proposal must be reduced to writing. All such representations shall become part of the Offeror's proposal, and are binding if the Contract is awarded.

The number of Offerors invited for discussions/interviews is at the discretion of the Procurement Officer and the Selection Panel. Submission of a proposal does not guarantee an Offeror the opportunity to meet with the Selection Panel. Panel evaluation of discussions/interviews will become part of the overall technical evaluation of each Offeror's proposal.

- c. Best and Final Offers. When it is in the best interest of the State, the Procurement Officer may permit responsible Offerors to revise their initial proposal by submitting best and final offers. This action is in accordance with COMAR 21.05.03.03.D. The Panel may again conduct discussions with responsible Offerors. Failure to respond to a request for a Best and Final Offer will mean that the final previous offer received from the responsible Offeror will be considered its Best and Final Offer.
 - d. Recommended Award. The Procurement Officer intends to recommend contract award to one or more Offerors that best satisfy the needs of the MDOT MAA, based on the requirements of this RFP. The MDOT MAA reserves the right to award more than one (1) contract, using the criteria defined in this RFP, if, in the Procurement Officer's judgment, there is more than one (1) qualified Offeror to fulfill the commitment. If that is the case, the contracts will be awarded in the order of ranking of the proposals (utilizing the combined Technical and Price ranking and the highest-ranked firm may receive a larger award.
 - e. Notice to Offerors. Each Offeror will be notified in writing of its selection or non-selection. Unsuccessful Offerors may request a debriefing within seven (7) calendar days of notification, and given an opportunity by the Procurement Officer to discuss the strengths and weaknesses of its offer. Debriefings will not include discussions of any other offers submitted in response to this RFP.
7. Contract Formation. The selected Offeror 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 RFP and accompanying Contract documents.
8. 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 Contractor to commence Contract services.

C. **General Requirements**

The General Requirements section contains, but is not limited to, specific information about the process and conditions under which this RFP is issued, and conditions concerning how the project will be completed.

1. Use of Electronic Versions of this RFP – This RFP is available by electronic means through eMarylandMarketplace (eMM.) eMM is an electronic commerce system administered by the Maryland Department of General Services (DGS). In addition to using other means for transmitting the RFP and associated materials, the solicitation, including both Volumes I and II as applicable, addenda, and other solicitation related information will be provided via eMM. It is the responsibility of the prospective Offeror or Bidder to ensure that they have the most up to date documents. If accepted electronically, the Offeror or Bidder acknowledges and accepts full responsibility to ensure no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the MDOT MAA, the version maintained by the MDOT MAA shall govern.
2. **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 MDOT MAA's reasonable belief that any Offeror has an interest in more than one proposal; and
 - c) evidence of collusion among Offerors.
 - d) 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.
3. **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 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 technical proposal submission,

the Offeror 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 RFP. If the selected Offeror is a joint venture, all joint venture parties will be held responsible for the contract obligations separately and severally.

4. Statistical Information. Any statistical information contained in this RFP is for general guidance for proposing firms only. The MDOT MAA is not responsible for any inaccuracies, interpretations, or changed conditions affecting said data.
5. 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.
6. 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.
7. 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.
8. 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 21.05.03.02.F and 21.05.02.10.
9. 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.
10. 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.
11. Ownership of Proposals – All documents submitted in response to this RFP shall become the property of the MDOT MAA and the State. All 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, except as noted below. Proposals will not be returned to Offerors, except as noted below. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned, upon request, after award of the Contract.

12. Disclosure of Proposals. The contents of proposals will be kept confidential in accordance with COMAR 21.05.03.02G.(2). After Contract award, others, when requested in writing pursuant to the State Public Records Act may inspect all technical proposals.
13. 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 Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

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 can be disclosed (COMAR 21.05.08.01).

14. Selected Offeror Responsibilities – The MDOT 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 MDOT MAA will contract with and make payments to the prime contractor only.

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the Proposal must be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established DBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see "Disadvantaged Business Enterprise Goals" and "Veteran-Owned Small Business Enterprise Goals").

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualification of the parent are transferred to and shared with the Offeror, the parent is directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

15. Confidentiality. All information received by the Contractor from the MDOT MAA or generated by the Contractor performing services under the Contract resulting from this RFP 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 iteration of the survey, 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.
16. Contractor Affirmative Action/Equal Employment Opportunity (“EEO”) Programs. All Offerors are advised that if a contract is awarded as a result of this solicitation, the selected Offeror will be required to cooperate with the MDOT MAA in carrying out its EEO obligations and with the MDOT MAA’s review of its activities performed under this contractual agreement Refer to Section VIII SP-1.21 for Contractor guidelines.
17. 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. The State Department of Assessments and Taxation (SDAT) website is <https://msa.maryland.gov/msa/mdmanual/25ind/html/06asses.html> . 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.
18. Payments to Contractors by Electronic Funds Transfer (EFT) – By submitting a response to this solicitation, the Offeror agrees to accept payments by EFT unless the State Comptroller’s Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000. The selected 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: http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/
19. Reciprocal Preference – Although Maryland law does not authorize procuring agencies to favor a resident Offeror in awarding procurement contracts, many other states do 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 Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP 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 gives to its residents.

20. Offeror Qualifications. The Selection Panel may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Selection Panel Chair and the Procurement Officer will reject the proposal of any Offeror deemed not a responsible Offeror. [COMAR 21.01.02.01.B. (77)]
21. eMaryland Marketplace. In order to receive an award, a vendor must be registered on eMaryland Marketplace. To register, go to www.emarylandmarketplace.com.
22. False Statements - Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:
 - 1.29.1 In connection with a procurement contract a person may not willfully:
 - (a) Falsify, conceal, or suppress a material fact by any scheme or device;
 - (b) Make a false or fraudulent statement or representation of a material fact; or
 - (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
 - 1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.
 - 1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

D. Conditions of Commercial Nondiscrimination

1. The Successful Offeror 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, 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.

E. Conflict of Interest

The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (Section X.4) and submit it with its Proposal.

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

Additionally, a Contractor has an ongoing obligation to ensure that all Contractor personnel are without conflicts of interest prior to providing services, or individual Task Orders issued under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03

SECTION III – SCOPE OF SERVICES

A. Services to be Provided

Expanding from the summary presented in Section I.E, the following provides additional detail on the services to be required under this Contract. These services include a mix of anticipated and unanticipated tasks that may be repetitive or non-repetitive in nature. It is reiterated that these services will be performed consistent with FAA and COMAR requirements and associated MDOT procedures. The intent of this RFP and resultant contract(s) is to have the Offeror provide all services necessary, which may include, but not be limited to, the following tasks:

- **Property and Land Use Planning**
 - Provide research and reports on local/regional real estate characteristics and market trends including space availability and rates;
 - Identify and evaluate the effect of local/regional land use and zoning plans on the continued operation and development of the airports;
 - Assist in the development of Airport Land Use Plans and Airport Noise Property Reuse Plans.

- Real Estate Actions
 - Manage the property appraisal processes;
 - Assist in the acquisition of property interests (fee simple and avigation easements);
 - Assist in right-of-way negotiations with property owners and other MDOT TBUs;
 - Assist in the disposal of property interests through auction, swap, transfer or direct sale;
 - Perform real estate negotiations and prepare draft transaction instruments;
 - Ensure transactions are properly recorded in County Land Records;
 - Coordinate real estate actions with the FAA, other MDOT TBUs, the Transportation Secretaries Office (TSO), and the Board of Public Works (BPW);
 - Prepare work orders, track progress and review payment requests for services secured under a separate Real Estate Services Contract (i.e. title work, appraisals, surveys).
- Management of Property Holdings
 - Prepare property demolition plans and associated RFP solicitations;
 - Maintain current information in the Property Inventory Database and FAA required Exhibit “A” Property Inventory Map;
 - Assist in property inspections and coordinate with other MDOT MAA divisions for upkeep of MDOT MAA owned properties.
- Other Services
 - Prepare meets-and-bounds property surveys and associated plats;
 - Prepare AutoCAD and GIS based graphics and PowerPoint presentations;
 - Perform other related tasks as may be assigned.

B. Anticipated Work Assignments

The MDOT MAA anticipates that the work requirements will include, but not be limited to, the following typical assignments. These examples are provided to demonstrate the range of likely assignments to assist Offerors in the preparation of their proposals. A detailed and specific description of services will be developed on a task-order basis when assigned by the MDOT MAA.

1. Airport Noise Property Reuse Program. The MDOT MAA has recently updated their “Noise Properties Reuse Plan” which includes over 150 acres of property across numerous parcels that are marked for either disposal or retention for future development or environmental mitigation. These parcels were initially acquired by MDOT MAA with FAA funding support for noise mitigation. Several of the services listed above will need to be employed to shepherd those parcels through the disposition or conversion processes in accordance with FAA requirements.

2. Residential Sound Insulation Program. The MDOT MAA will be embarking on a multi-year noise mitigation program within the communities surrounding BWI Marshall. The program has identified over 100 single-family and over 400 multi-family residential units that will be eligible for sound insulation improvements and approximately 50 residences that will be eligible for voluntary acquisition. Pending FAA approval of the program, several of the real estate services listed above will be needed to support the Program.
3. Ongoing Airport Real Estate Programs. To support the day-to-day real estate functions of the MDOT MAA, the need for in-house extensions of staff is anticipated. Pending workload demands and funding availability, it is envisioned that assigned personnel will work independently, but under the close supervision of MDOT MAA staff, to implement and oversee various real estate activities related to the appraisal, acquisition, disposal, and demolition of real property interests on behalf of the MDOT MAA. This may be on a part-time or full-time basis as demands warrant.
4. Specific Market Studies. Focused studies on the local/regional real estate market conditions and trends may be if required to determine the highest and best use of MDOT MAA owned property, or to gauge market validity for commercial property development. The selected Contractor will perform research, evaluate data, make recommendations and prepare presentations on their finding
5. Miscellaneous. MDOT MAA Office of Planning may need general in-office staff support, including but not limited to a Project Specialist, to complete tasks on an as needed basis.

C. FAA Review

On federal-aid projects, the project records and the work of the Contractor and its subcontractors shall at all times be subject to inspection and review by FAA representatives. Cooperation with the FAA may also be required of the Contractor's assigned forces as needed.

D. Confidentiality

All information received by the Contractor from the MDOT 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.

E. Project Administration

1. Within one (1) week after receipt of a written NTP issued by the MDOT MAA, the Contractor will be prepared to begin the work covered by contract, and will prosecute

the work to be performed on an as-required basis to the MDOT MAA's satisfaction and in accordance with the tasks specified, unless otherwise directed by the MDOT MAA.

2. The NTP issued by the MDOT MAA for each task will designate the MDOT MAA's Project Manager (PM). All work performed by the Contractor shall be under the supervision and direction of the PM.
3. At all meetings between the MDOT MAA and the Contractor held in connection with the Contract, the Contractor shall take minutes of all topics discussed and depositions or conclusions reached. Within one (1) week, the Contractor shall prepare a formal set of meeting minutes and submit it to the PM for approval.
4. In addition to the preparation of a set of formal meeting minutes, all pertinent telephone conversations between the MDOT MAA and the Contractor relative to instructions and/or authorizations must be confirmed in writing by the Contractor and submitted to the PM for approval.
5. The Contractor will submit a weekly status report detailing projection completion, milestones, issues, upcoming meetings, deliverable due dates etc.
6. Completion times, individual assignments, and cost shall be agreed upon before each phase of a specific project assignment. Contractor is responsible for controlling costs and ensuring that all required work is completed within the approved budget limit for each task. No modification to the scope of work or extra work will be considered by the MDOT MAA unless conditions have been specifically documented by approved minutes of a meeting and/or approved written report of telephone conversations. Additionally, this documentation will be verified prior to the MDOT MAA's authorization to the Contractor to perform additional work, except in the case of an actual emergency situation that will be documented by other appropriate writings. All extra work orders are subject to approval by the Maryland Board of Public Works (BPW).
7. The Contractor's staff shall be available with no more than five (5) workdays' notice to attend meetings or make presentations at the request of the MDOT MAA's PM. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The Contractor may be called upon to provide maps, drawings, audiovisual displays, presentations, agendas, flow charts and similar material for such meetings.
8. Copies of all appropriate, written correspondence between the Contractor and any party pertaining specifically to any project shall be provided to the MDOT MAA PM within one (1) week of the receipt or sending of such correspondence.

9. All other correspondence, documentation, electronic files, support and work products shall be turned over to the MDOT MAA after completion of the project.
10. The Contractor shall provide to the MDOT MAA, on a monthly basis, narrative progress reports that describe the work performed on each work element, problems encountered, person-hours expended by each member of the Contractor firm(s), and the total dollar expenditure on the Project by work element during the reporting period. Progress reports shall be delivered to the MDOT MAA within one (1) week of the monthly reporting period and shall be attached to the invoices when submitted for payment.
11. The Contractor's work shall be under the direction and control of its key staff identified in the Technical Proposal. Any changes in key staff shall be requested in writing, and require written approval by the MDOT MAA.

SECTION IV – QUALIFICATIONS/EXPERIENCE

A. Type of Firm Solicited

Offerors shall have an established record of achievement in assisting clients with airport real estate programs utilizing an experienced staff. Offerors must clearly demonstrate and document in their technical proposal that, as of the proposal due date, the Offerors meet the following minimum qualifications/requirements. The Offerors shall reference the page number(s) in the proposal where such evidence can be found.

B. Offeror/Team Qualifications/Experience

Minimum Qualifications: An Offeror must clearly demonstrate and document in its technical proposal, that they possess a minimum of five (5) years of experience in the types of contract services listed in this RFP. Relevant experience cited on behalf of Offeror (prime participants) shall be within the past 10 years. Current experience may receive more consideration.

1. The MDOT MAA will be most interested in an Offeror that can demonstrate and document that it:
 - a. Has assisted at least two (2) other FAA-obligated airports with real estate services
 - b. Has prepared at least five (5) commercial real estate market analyses within a major metropolitan area. Work performed within the DC/Baltimore Metro area may receive more consideration.

2. In addition to the preferred experience above, an interested Offeror must demonstrate and document in its technical proposal that it possesses expertise in-house, or has fostered and developed strategic alliances for subcontracting, with regard to the following specialized areas, which are considered critical to the successful performance of the Contract:
 - a. The FAA requirements for airport land acquisition and relocation assistance per 49 CFR Part 24 and AC 150/5100-17;
 - b. The FAA requirements and obligations for release of Airport property per Order 5190.6B, an understanding of Program Guidance Letter 08-02 regarding the Disposal of Acquired Noise Land Parcels, and the 2014 “Noise Land Management and Requirements for Disposal of Noise Land or Development Land Funded with AIP”;
 - c. The identification and evaluation of property to be acquired for environmental mitigation purposes (e.g. forest conservation, wetlands, critical habitat conservation);
 - d. The FAA objectives and requirements for establishing aviation easements on non-airport properties;
 - e. Involvement with Eminent Domain acquisitions on behalf of a governmental agency;
 - f. Successful property owner negotiations, on behalf of the purchaser, for the acquisition of fee-simple or easement property interests;
 - g. Assembly and development of local area base maps of land use, zoning, population, etc.

C. Subcontractor(s) Qualifications/Experience

Subcontractors - Subcontractors proposed to perform contract services should have demonstrated working knowledge and in-depth skills in their area of expertise as it applies to the type of work it would be performing under this Contract. Proposals should provide documentation sufficient to assess a subcontractor’s ability to perform tasks or services for which they are intended and proposed. Current experience may receive more consideration.

D. Key Staff

From the Scope of Services defined in Section III of this RFP, the Offeror must develop a programmatic organizational structure that assigns specific personnel as key staff to lead major functional roles or technical activities anticipated under the Contract. Key staff is defined as productive staff having major project responsibilities.

1. Qualifications/Experience. Key staff proposed (prime participant and subcontractors) for each of the labor categories, must have a minimum ten (10) years experience in the appropriate area of the proposed labor category to be eligible to perform services under this Contract. The required years of experience

do not have to have been with the same employer. Work performed within the DC/Baltimore Metro area may receive more consideration. As described in Section VI.B.1, resumes shall be provided for each key staff person.

2. Classifications: Key staff shall include the positions listed below. To maintain accountability and span of control, each key staff may serve in only one labor category but may also serve as support staff under a different functional area. Only one person shall be named for each key staff position.
3. Offeror should use its judgment relative to a “best fit” of their organization’s classifications with those indicated below.
4. Offeror must use the labor categories listed below. Proposed key staff must meet the requirements for experience and proficiency to be eligible for these labor categories. If the Offeror believes additional labor categories are needed, the Offeror should identify them to the Procurement Officer in writing as soon as possible, **but not later than 2:00 P.M., Local Time, November 14, 2018.**
5. After Award, classifications may be added to the contract only after submittal of a formal request to the MDOT MAA Contract Manager and subsequent approval by the Procurement Officer in writing. Any such addition of classifications shall not affect the maximum contract threshold as approved by the BPW. The MDOT MAA shall approve, prior to the hiring or replacement of, all key staff in the areas listed below:
 - a. Project Manager – The Project Manager must be from the Offeror (prime participant) firm. He/she will be responsible for the administration of the contract and is the day-to-day direct point of contact between the MDOT MAA and the Contractor. The Project Manager will provide task leadership to the project including overall scheduling, assignment of unit resources, budget review/adherence, quality control and day-to-day coordination of staff activities and subcontractors. He/she should have prior experience managing on-call, multi-tasked contracts.
 - b. Principal Task Leader(s) – the Task Leaders will function as subject matter experts, leading activities under their respective area of responsibility. They will have both technical expertise and demonstrated experience relevant to their assigned classification. Based on the Scope of Services, the following Task Leaders are anticipated:
 - i. Land Use – Must be experienced in local/regional land use planning and zoning and evaluating their effects on the continued operation and development of airports. Must also be versed in the development of Airport Land Use Plans and Airport Noise Property Reuse Plans.

- ii. Real Estate - Requires technical expertise in managing and overseeing real estate transactions, including property appraisal, acquisition, and disposal, as well as the ability to negotiate those transactions on behalf of the State.
 - iii. Market Analysis – Requires technical expertise in researching and reporting on local/regional real estate characteristics and market trends including space availability and rates; and in determining the highest and best use of MDOT MAA owned property, or gauging market validity for prospective developments.
 - iv. Graphics & Documentation – Specialized experience integrating GIS, CAD, graphics software, and publication programs into accurate, attractive and easily understandable documents. Aptitude in technical writing and designing and creating maps and illustrations of various formats for technical presentations and the ability to create digital and print formats from small to large size displays.
- c. Project Specialist – the Project Specialist will work alongside staff members to oversee assigned projects. Must be able to identify and rectify potential problems within specific projects and may also be responsible for training and developing employees to perform designated tasks.

will function as subject matter experts, leading act

- 6. Availability of Key Personnel – Key staff proposed to perform services on the Contract awarded as a result of this RFP must be available for such services as required by the MDOT MAA. Offeror must indicate the availability of each proposed key staff member.
- 7. Dedicated Contractor Key Personnel - The Contractor is expected to use the key staff proposed for the duration of the contract. Individuals accepted by the MDOT MAA as staff for this contract are expected to remain dedicated to the contract. Requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, a resume of the person being proposed for substitution, and any other information requested by the PM. Replacement of any Contractor staff, if approved, shall be with staff of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement staff to insure their being productive to the project immediately upon receiving assignments. Approval of replacement staff shall not be unreasonably withheld.
- 8. MDOT MAA Request for Substitution - After the start of the Contract, if, in the judgment of the MDOT MAA PM and/or the Procurement Officer, any individual

performing services under the Contract is deemed unsuitable, upon written notification from the MDOT MAA PM and/or Procurement Officer, the Contractor shall promptly offer a replacement for the approval of MDOT MAA PM and/or Procurement Officer. The Contractor shall be responsible for any cost arising from the action of the MDOT MAA PM or Procurement Officer relative to this requested action.

9. Airport Security - Any member of the Contractor team requiring access to a Security Identification Display Area (SIDA) or Air Operations Area (AOA) as part of his/her assigned duties shall be subject to background checks, fingerprinting and other -requirements as may be determined by the MDOT MAA or the Federal Transportation Security Agency (TSA). Adherence to all federal and state laws and regulations, and Airport regulations and policy regarding access to certain airport areas is a requirement of this contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination. Refer to VIII Special Provisions SP-1.06.

SECTION V – OTHER PROPOSAL/CONTRACT REQUIREMENTS

A. DBE

1. DBE 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; DBE 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 MDOT MAA that DBE participate in all projects.
2. DBE Subcontractor Participation Goals. For the purposes of this Contract, a minimum overall DBE subcontractor participation goal of fifteen percent (15%) of the total contract dollar amount has been established.

By submitting a response to this solicitation, an Offeror agrees that, as a minimum, the established DBE goal will be performed by one (1) or more DBE firms, including the classifications of DBE specified. A prime contractor, including an DBE and/or Small Business Reserve prime contractor must accomplish the DBE subcontract goals with certified DBE subcontractors. Failure to meet this DBE requirement will disqualify the Offeror from further consideration, or termination of a contract once in progress.

3. Required Documentation. If a DBE participation goal, including sub-goals, has been established by the MDOT MAA for a Contract and identified in the Request for Proposals, Offerors are required to furnish the following documentation to the MDOT MAA with its bid/proposal. Offerors are directed to include the listed form and affidavit, fully completed and signed, with its Volume I, Proposal Submittal Form (Refer to Section X.1)

- a. Schedule for Participation of DBE. This form identifies the name, address, MDOT DBE certification number, and the estimated percentage of assigned work for each DBE subcontractor proposed to perform services on this Contract. **No dollars are to be shown on this form; use percentages only. DBE proposed for goal attainment must be certified on the date the proposal is submitted.**
- b. Certified DBE Utilization and Fair Solicitation Affidavit.

NOTE: If a Bidder/Offeror fails to submit the Completed Documentation with the Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.

4. Questions related to DBE requirements and goals, or assistance in identifying certified DBE should be directed to: The MDOT MAA's Office of Fair Practices, P. O. Box 8766, BWI Marshall Airport MD 21240-0766; Phone: 410-859-7834; Fax Phone: 410-859-7769.
5. DBE Directory - A current directory of DBE is available through the MDOT, 7201 Corporate Center Drive, Hanover MD 21076; 410-865-1244; web page: mdot.state.md.us.

B. Liquidated Damages

This Contract requires the Contractor to make good faith efforts to comply with the Disadvantaged Business Enterprise ("DBE") Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the DBE Program and DBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified DBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): **\$ 25.45 per day**, or the latest applicable amount authorized up to the maximum per day limit, until the monthly report is submitted as required.
- b. Failure to include in its agreements with DBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): **\$ 89.09 per DBE subcontractor**, or the latest applicable amount authorized up to the maximum per day limit.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an DBE subcontractor and/or amendment of the DBE participation schedule: the difference between the dollar value of the DBE participation commitment on the DBE participation schedule for that specific DBE firm and the dollar value of the work performed by that DBE firm for the Contract.
- d. Failure to meet the Contractor's total DBE participation goal and subgoal commitments: the difference between the dollar value of the total DBE participation commitment on the DBE participation schedule and the DBE participation actually achieved.
- e. Failure to promptly pay all undisputed amounts to an DBE subcontractor in full compliance with the prompt payment provisions of this Contract: **\$ 100 per day**, or the latest applicable amount authorized up to the maximum per day limit, until the undisputed amount due to the DBE subcontractor is paid.
- f. Notwithstanding the use of liquidated damages, the State reserves the right to terminate the Contract and exercise all other rights and remedies provided in the Contract or by law.

C. Financial Responsibility

- 1. Capacity. The Offeror (prime participant) is required to affirm in writing evidence of financial responsibility to provide the services requested in this RFP. The signature by a corporate officer on the Proposal Submittal Form affirms the Offeror is a financially responsible entity and has the capacity and capability to execute the work in accordance with the requirements in this RFP and the resultant contract. (Section X.1)
- 2. Evidence of Insurance. The Offeror is required to certify in writing on the Proposal Submittal Form, or provide evidence of its ability to provide the insurance required by the Contract. Evidence may also be in the form of its current, signed certificate of insurance, issued by a firm licensed to do business in the State of Maryland, confirming that it carries the coverage in each of the areas required at the time of contract award. (Refer to SP-1.05)

3. Additional Evidence. The Procurement Officer reserves the right to request Offerors to provide additional evidence of financial stability.

D. Acknowledgement of Addenda

All addenda should be acknowledged by Offeror on the Proposal Submittal Form (Section X.1) which is to be included as part of its Volume I, Technical Proposal submittal. Failure to acknowledge receipt of addenda does not relieve the Offeror from complying with all terms of any such amendments.

E. Affidavits

The Offeror should include with its Volume I, Technical Proposal submittal the following affidavits: Certified DBE Utilization and Fair Solicitation (Section XI.3.A and B) and Bid/Proposal Affidavit (Section XI.2).

F. Other Requirements

1. By submitting a response to this Request for Proposal, the Offeror agrees that all information provided becomes the property of MDOT MAA and may be used in any manner without compensation.
2. By submitting a response to this Request for Proposal, and upon award, the Offeror agrees that the MDOT MAA will have exclusive ownership rights of all deliverables and custom work products generated by the Consultant and its Sub-consultants as part of this Scope of Services, including source and executable codes, scripts, tools, applications, diagrams, and documents. Furthermore, the Offeror agrees that all source codes, script, tools, software, applications and other products produced for MDOT MAA under this contract are the property of MDOT MAA and the Offeror shall deliver executable/compiled code, as well as, source code, and all associated files to MDOT MAA upon completion of each application/ product including any updates thereto.
3. By submitting a response to this Request for Proposals and if selected, the Offeror agrees to request written permission and receive authorization from MDOT MAA for any presentations to third parties of applications developed for MDOT MAA under this contract.
4. The Offeror agrees that it shall not release any information related to the services or performance of services under this contract without the prior approval of MDOT MAA.
5. All firms submitting proposals grant to the State of Maryland a non-exclusive right to use, or cause others to use, the contents of the Technical Proposal, or any parts thereof, for any purpose.

SECTION VI – TECHNICAL EVALUATION CRITERIA

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions (if held), and provide input to the Procurement Officer. The MDOT MAA reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

The Contract resulting from this RFP will be awarded to the Offeror presenting the most advantageous offer to the State based on the technical evaluation criteria set forth below in this RFP (see COMAR 21.05.03.03F). Technical factors are more important than financial. The selection procedure for this procurement requires that the initial evaluation of the technical proposals be completed before consideration of an Offeror's Price Proposal.

Offerors are required to fully address each category. An Offeror should not assume it would be given any further opportunity after the proposal closing date to supply additional information or details. Please refer to Section VII of this RFP for proposal format and organization.

Proposals will be evaluated based upon the following factors, which are listed in order of relative importance. Evaluation criteria listed below may restrict the number of pages in an Offeror's response to that item. **Pages submitted beyond the stated requirement will not be reviewed or considered** and may result in lower rating for the Proponent.

A. Offeror/Contract Team

1. Qualifications/Experience. For the Offeror firm (prime participant), please provide the following information:
 - a. Firm Description. Provide a general background of Offeror firm, including its history, the principal business in which it is engaged, the number of employees, location of offices, ownership of firm and type of ownership. (This information is limited to one (1) page).
 - b. Airport Experience. Describe the Offeror's qualifications and relevant experience performed within the past ten (10) years, as related to medium/large hub airports, as well as regional airports in the United States. Include any airport real estate experience described in this RFP. Thoroughly describe how the Offeror has supplied this same expertise for contracts of similar size and complexity, particularly specifying experience

- in on-call, task-order contracts. (This information is limited to three (3) pages).
- c. Government Agency Experience. Describe the Offeror's qualifications and relevant experience performed within the past ten (10) years, as related to Federal and State government agencies. Include any pertinent real estate experience described in this RFP. Thoroughly describe how the Offeror has supplied this same expertise for contracts of similar size and complexity, particularly specifying experience in on-call, task-order contracts. (This information is limited to three (3) pages).
 - d. References. A maximum of five total references will be accepted, but a minimum of three must be submitted. References must be provided from at least two (2) clients from medium/large hub airports; and from at least one (1) client from Federal/State government agencies for whom the Offeror has provided overall real estate services to within the past ten (10) years. Each reference is to include 1) the name of the client organization; 2) the value, type, and duration of contract supporting the client organization; and 3) the name, title, current telephone number and email address of a point of contact who can speak to the type of services provided, the overall scope of the contract, objectives satisfied, and economic or cost savings to the business owner. Each reference shall be limited to one (1) page.
2. Contract Team. If an Offeror proposes subcontractors to perform contract services, it should provide information about the qualifications and experience of each proposed subcontractor, demonstrating working knowledge and in-depth skills in their area of expertise as it applies to the type of work it would be performing under this Contract. A letter of commitment from each proposed subcontractor should be included in the technical proposal. (This information is limited to three (3) pages, not including the commitment letter).
 3. DBE Subcontractors. The Offeror must identify certified DBE(s) proposed to attain the DBE subcontractor participation goal, and the type of work to be performed under this Contract. Refer to Section X.4. for required documentation to be submitted with Volume I-Technical Proposal. Failure to submit the required DBE documents will be cause for non-acceptance of the proposal.
 4. Team Experience. Provide information regarding projects this Offeror/Contract team has worked on together previously, including project location and length of partnering. (This information is limited to two (2) pages).

B. Key Staff

1. The Offeror should indicate the key staff proposed for this project, setting forth the specific responsibilities and availability of each proposed key staff person. Provide for each proposed key staff person a one (1)-page resume detailing both general

experience and specific experience related to the project services as defined in this RFP, including relevant experience gained within the past 10 years. Thoroughly describe how the proposed personnel have supplied the same expertise for similar contracts. The Project Manager must be an employee of the Offeror firm.

2. Identify any proposed personnel that participated in projects listed as References and describe the role each individual had in the project(s). (This information is limited to two (2) pages).

C. Statement of Project Goals

In a brief narrative format (two (2) pages), the Offeror should set forth its understanding of the anticipated project goals, explaining how the Offeror/team proposes to accomplish these goals, and discussing the unique nature of task-order, on-call services.

D. Management Approach

Provide the Offeror firm's organizational chart showing all major component units; where the management of this contract will fall within the organization; and what corporate resources will be available to support this contract in both primary and secondary, or back-up, roles. Identify personnel anticipated to support Key Staff, and generally detail projected labor categories in accomplishing scope elements detailed under Section III. A discussion of cost control related to the location of work and performing project management responsibilities, including participating in meetings and completion of work for this contract should also be included. (This information is limited to three (3) pages).

E. Economic Benefits to the State

The Offeror shall describe the benefits that will accrue to the economy of the State of Maryland as a direct or indirect result of the Offeror's performance of the Contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this technical information):

1. The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, using Maryland subcontractors, suppliers and joint venture partners. Offeror should be as specific as possible and provide a percentage breakdown of expenditures in this category.
2. The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.

3. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
4. The estimated percentage of subcontract dollars committed to Maryland small businesses and DBEs. In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

SECTION VII –PROPOSAL FORMAT & ORGANIZATION

A. Responses to RFP

1. Submittal

- a. An Offeror should submit a separately, sealed package for each requested proposal "Volume." Each envelope should be labeled as Volume I or Volume II, as applicable, and include the RFP title and number, name and address of the Offeror, and the closing date and time for receipt of the proposals on the outside of the package. Submit to the location specified in Section II.B.5 of this RFP.
 - i. All firms submitting proposals grant to the State of Maryland a non-exclusive right to use, or cause others to use, the contents of the Technical Proposal, or any parts thereof, for any purpose.
 - ii. The Technical Proposals shall be submitted on 8-1/2" by 11" size paper, excluding foldouts. Double-sided printing is permitted, subject to page limitations specified herein. Three ring binders are acceptable. MDOT MAA would accept a proposal submission in landscape format, as long as the pages remain 8.5"x11" with 12pt Times New Roman font.
 - iii. The entire Technical Proposals shall be prepared utilizing No. 12 Times New Roman font.
 - iv. Technical Proposals shall each include a one (1) page cover letter, table of contents, page and section numbers, and tabs that correlate to the RFP evaluation criteria.

- v. Do not submit any additional information under this RFP that is not requested herein. Any information provided that has not been requested and/or is in excess of the stated page limits will not be considered and could result in lower rating for the Proponent.

2. Number of Copies.

- a) One (1) unbound original containing original signatures and clearly marked on its cover as “Original,” nine (9) bound photocopies of the original; and three (3) copies of the original on flash drives and
- b) Volume II – Financial Proposal: One (1) unbound original containing original signatures and clearly marked on its cover as “original,” and two (2) bound photocopies and one (1) copy on a flash drive.

B. Proposal Organization

All pages of both Volume I, Technical Proposal/Offer and Volume II, Financial Proposal/Offer, shall be numbered consecutively from beginning with page 1 (One) to the end (page “x”) and shall be organized as detailed below. Separation tabs for each category are required to assist the Selection Panel in their review.

1. Volume I – Technical Proposal/Offer

This volume should be organized as follows:

- a. Title Page – The proposal should begin with a title page bearing the **Full Legal Name** and address of the Offeror and the name and project number of this RFP.
- b. Cover Letter
- c. Table of Contents – A table of contents for the technical proposal should be placed here.
- d. Proposal Submittal Form. The Proposal Form issued with this RFP (Section X.1) is required to be submitted with the Volume I-Technical Proposal. The purpose of this Proposal Form is to transmit the proposal, and must be signed by an individual authorized to contractually obligate the Offeror to the services and requirements as stated in this RFP. It should identify the name, title, telephone number, fax number and email address of an individual to be contacted for clarification questions regarding the Offeror’s proposal. **Please ensure that All Forms Reflect the Full Legal Name of the Offeror on All Required Forms.** Any exceptions the Offeror has taken to the requirements of this RFP, the Contract, or any other attachments

should be identified in this Proposal Form. Receipt of addenda should also be acknowledged in this Form.

NOTE: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

- e. Affidavits.
 - a. Certified DBE Utilization and Fair Solicitation Affidavit (Section XI.3.A); and
 - b. Bid/Proposal Affidavit (Section XI.2, Price Proposal Documents).
 - c. Maryland Living Wage Affidavit (Section XI.4)
 - d. Hiring Agreement (Section XI.5)
 - e. **Please Make sure that all the above Affidavits state the Full Legal Name of the Offeror.**
 - f. DBE. Schedule for Participation of DBE (Section XI.3 B).
Make sure that all DBE forms state the Full Legal Name of the Offeror
 - g. Financial Responsibility – (See Section V.)
 - h. Disclosure of Interest. Offeror covenants that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services required under this RFP.
 - i. Confidentiality Statement – Refer to MDOT Terms & Conditions for Services, Item #2, Preparation of Proposal/Bid (Section IX). A blanket statement declaring the entire proposal confidential is not acceptable.
 - j. Responses to Evaluation Criteria – Refer to Section VI for information regarding this category. Organize the required documentation in the following order. Separation tabs for each evaluation factor are helpful.
 - a. Offeror/Contract Team
 - b. Key Staff
 - c. Statement of Project Goals
 - d. Management Approach
 - e. Economic Benefits to the State
2. Volume II – Financial Proposal/Offer

- a. Offerors should submit their best offer in the Financial Proposal, and the MDOT MAA reserves the right to accept these offers as best and final. Offerors should not count on separate best and final offers to occur later in the procurement process.
- b. Financial proposals will not be reviewed and ranked until after ranking of technical proposals is complete. The Panel may again decide to conduct discussions with Qualified Offerors, and/or request Best and Final Offers.
- c. Offerors must submit their financial offers on the Price Proposal Form provided (Section XI.1) in accordance with instructions provided. Changes or alterations to the form may result in the offer being deemed unacceptable.
- d. The data and information provided on the Financial Proposal form are for price evaluation purposes only. The State reserves the right, at its sole discretion, to purchase more or less, or not to purchase any services for which offers are solicited under this RFP.
- e. The Price Proposal offer utilizing “model labor hours” is a cost model prepared by the MDOT MAA for evaluation purposes only, and does not necessarily reflect the required hours for this Contract. The Price Proposal Offer will fix the fully loaded hourly rates for the proposed classifications for the five (5) year term of the Contract.
- f. Financial proposals shall be signed, binding the Offeror to all prices offered, in ink, as follows:
 - 1) Individual, with full name and business address;
 - 2) Partnership: partners shall sign with full names and business addresses;
 - 3) Corporation: an officer shall sign with full name and title, and include name and business address. The corporate secretary shall attest, and corporate seal affixed near the signature; and
 - 4) Limited liability company: a member of the limited liability company shall sign with full name and title and include the name and business address.

SECTION VIII - SPECIAL PROVISIONS

CONTRACT NO. ADMINISTRATION-SV-19-003 REAL ESTATE CONSULTING SUPPORT SERVICES AT BALTIMORE/WASHINGTON INTERNATIONAL THURGOOD MARSHALL (BWI MARSHALL) AND MARTIN STATE AIRPORTS

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 and 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.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.96 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 \$10.49 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 ADMINISTRATION that MBEs participate in all projects.
- B. MBE Subcontractor Participation Goals. For the purposes of this Contract, a minimum overall MBE subcontractor participation goal of fifteen percent (15%) of the total contract dollar amount has been established.

By submitting a response to this solicitation, an Offeror agrees that, as a minimum, the established MBE goal will be performed by one (1) or more certified MBE firms, including the classifications of MBE specified. A prime contractor, including an MBE prime contractor, must accomplish the MBE subcontract goals with certified MBE subcontractors. Failure to meet this MBE requirement may disqualify the Offeror from further consideration, or termination of a contract once in progress.

- C. Required Documentation. If an MBE participation goal, including sub-goals, has been established by the ADMINISTRATION for a Contract and identified in the Invitation for Bids/Request for Proposals, Offerors **must** furnish the following documentation to the ADMINISTRATION with its proposal. **Offerors are directed to include the listed form**

and affidavit, each fully completed and signed, with its Volume I, Technical Proposal submittal. Refer to RFP Section XI.

1. Schedule for Participation of MBEs. The Offeror responds to the expected degree of MBE participation as stated in the RFP, by identifying the specific commitment of certified MBE. This form must include the name, address, MDOT MBE certification number, and the estimated percentage of assigned work for each MBE subcontractor proposed to perform services on this Contract. **No dollars are to be shown on this form; use percentages only. All MBE proposed must be certified on the date the proposal is submitted.**
2. Certified MBE Utilization and Fair Solicitation Affidavit. Whereby the Offeror acknowledges the certified MBE participation goal, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

NOTE: If an Offeror fails to submit these forms with the offer, the Procurement Officer shall deem that the offer is not susceptible of being selected for award, and the offer will not be considered further.

3. Questions related to MBE requirements and goals, or assistance in identifying certified MBEs, should be directed to: ADMINISTRATION Office of Fair Practices, P. O. Box 8766, BWI Marshall Airport MD 21240-0766; Phone: 410-859-7834; Fax Phone: 410-859-7769.
4. M/DBE Directory - A current directory of MBEs is available through the MDOT, 7201 Corporate Center Drive, Hanover MD 21076; 410-865-1244; web page: mdot.state.md.us.

SP-1.04 Veteran-owned Small Business Enterprises (VSBE) – **This solicitation does include a VSBE goal.******

- A. VSBE Subcontractor Participation Goals. For the purposes of this Contract, a minimum VSBE subcontractor participation goal of 1% of the total contract dollar amount has been established.
- B. Required Documentation. If a VSBE participation goal has been established by the ADMINISTRATION for a Contract and identified in the Invitation for Bids/Request for Proposals:
 1. A Bidder or Offeror must include with its bid or offer a completed Veteran- Owned Small Business Enterprise Utilization Affidavit (Section XI.3F) whereby:
 - a. The Bidder or Offeror acknowledges it a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver. If the Bidder or Offeror

commits to the full VSBE goal or requests a partial waiver, they shall commit to making a good faith effort to achieve the stated goal.

- b. The Bidder or Offeror responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of submission. The Bidder or Offeror shall specify the percentage of contract value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.

If a Bidder or Offeror fails to submit Section XI.3F with the bid or offer as required, the Procurement Officer may determine that the bid is non-responsive or that the proposal is not reasonably susceptible of being selected for award.

C. Required Documentation, Successful Offeror - Within 10 working days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer:

1. VSBE Participation Schedule (Section XI.3G)
2. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.13.07.
3. Any other documentation required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the VSBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award.

D. Contract Administration Requirements - Contractor shall:

1. Submit monthly to the Administration a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements

documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

SP-1.05 Contract Insurance Requirement

- A. 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 Contractor's negligent operations authorized under this Contract and as set forth elsewhere in this Contract.
- B. Contractor shall, at its own cost and expense, 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, 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 Contractor against all liability, subject to policy terms, conditions and exclusions, for injuries to persons (including wrongful death) and damages to property caused by Contractor's use and occupancy of the Premises or otherwise caused by 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.

1. Commercial General Liability Insurance.

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 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 liability,

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 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 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.

2. **Commercial Automobile Liability Insurance.**

- a. Contractor shall maintain automobile liability insurance and, if necessary, commercial umbrella liability insurance with limits, which may be increased by the Administration, as deemed necessary, as set forth below:
 - I Non-Restricted Areas (Areas accessible to the General Public). A limit of not less than Five Million Dollars (\$5,000,000) for each accident.
 - II Restricted Areas (Non-Movement Area Access – Aircraft ramp areas): A limit of not less than Five Million Dollars (\$5,000,000) for each accident.

III 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 require the Contractor to have vehicular access to the Restricted Areas of the Airport. The limit provisions of commercial automobile liability insurance for restricted areas in section A.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. 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 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 same must be provided to the Administration in accordance with Paragraph H. Evidence of Insurance.

3. Workers' Compensation and Employer's Liability Insurance

Contractor shall maintain workers' compensation and employer's liability insurance.

- a. Workers' 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. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver which must be available for review by 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 same must be provided to the Administration in accordance with Paragraph H. Evidence of Insurance.

4. Professional Liability Insurance.

Contractor shall maintain professional liability insurance covering losses caused by professional errors and omissions that arise from the operations of Contractor described under this Contract.

- a. The professional liability insurance shall be a limit of \$1,000,000 each claim or occurrence and a \$2,000,000 annual aggregate, which may be increased by the Administration, as deemed necessary.
- b. Coverage shall be written on a claims-made basis.

- c. Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract.
 - d. Extended Reporting Period. An extended reporting period or continuous coverage is not required for this contract.
 - e. Cancellation, Material Changes, or Non-Renewal Endorsement. The professional insurance shall be endorsed to provide the Administration with at least thirty (30) days advance notice, in writing, of cancellation, non-renewal, or material change, and ten (10) days for non-payment of premium
5. **Aircraft or Watercraft Liability.** If any operations performed within the scope of this Contract by Contractor require the use of any aircraft or watercraft (owned or non-owned), Contractor shall maintain liability insurance satisfactory to the Administration to cover such activities. Such coverage must be included as underlying insurance in any umbrella policies carried by the Contractor.
6. **Other Insurance.** If the contract services warrant, and other insurance is required during the term of this Contract, as determined by the Administration, the Contractor agrees to obtain such additional insurance at its own cost and expense within forty-five (45) days after receipt of written request from the Administration.
7. **Use of Subcontractors.** The Contractor is responsible to ensure that all Subcontractors independently carry insurance to cover the Subcontractor's exposures.
8. **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.
9. **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.
10. Insurance shall be written on an occurrence, not claims made basis. Professional Liability Insurance shall be on a claims made basis.
11. **Required Endorsements.**
- a. **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.

- b. **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.
- c. **Cancellation, Material Changes, or Non-Renewal Endorsement.** All policies shall be endorsed to provide the Administration with at least thirty (30) days advance notice, in writing, of cancellation, non-renewal, or material change, and ten (10) days for non-payment of premium.
- d. **WC 00 03 13 Endorsement.** An endorsement equivalent to WC 00 03 13 is required to affect the waiver of subrogation requirement for workers' compensation and employer's liability.

12. **Evidence of Insurance.**

- a. 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 twenty-five (25) business days after said renewal, the Contractor agrees to furnish the Administration with certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements of this Contract.
 - I 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, and ten (10) days for non-payment of premium.
 - II 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" will not reduce the obligation of the Contractor to maintain such insurance.
 - III Certificate(s) of insurance shall indicate at a minimum;
 - 1) the type/kind of insurance in effect,
 - 2) the amount of insurance in effect,
 - 3) the period of the policies,
 - 4) the Contract Number of this Contract,

- 5) any applicable additional insured statement as referred to herein, and
- 6) if commercial umbrella or excess policies are obtained by Contractor to meet the required limits of insurance, then the certificate of insurance **must** indicate the policies covered by said umbrella or excess policies.

Required certificate(s) of insurance and shall be issued to:

**Maryland Aviation Administration
Office of Procurement
Post Office Box 8766
Terminal Building, Third
BWI Marshall Airport, MD 21240-0766**

Administration reserves the right to review relevant endorsements, declaration pages, and/or a complete copy of the insurance policy(s) at Contractor's designated location, evidencing the coverage required herein, upon written request. Contractor agrees to schedule an appointment to review the requested items within ten (10) business days of the Administration's written request. The Administration affirms it shall deem such information confidential commercial and/or confidential financial.

13. The failure of Administration, at any time or from time to time, to enforce the insurance provisions, to demand such certificate or request to view other evidence to determine 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.
14. Failure to maintain the insurance required by this Contract shall be the basis for termination of this Contract at the Administration's option. The Contractor will not make changes to the types/limits of insurance as defined in this document without prior written consent of the Administration.
15. **No Representation of Coverage Adequacy.** By requiring insurance herein, the ADMINISTRATION does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the Administration in this Contract.
16. As indicated above, Contractor may use commercial umbrella liability insurance so that Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Contract.
17. The Administration reserves the right at any time throughout the term of the Contract to adjust the aforementioned insurance requirements, if, in Administration's reasonable judgment, the insurance required by the Contract is deemed inadequate to properly protect the Administration's interest.

18. **Incidents.** To the extent of Contractor's knowledge, 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 Contractor's receipt of any knowledge of any accident or other event arising from the Contractor's 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
Office of Procurement
P. O. Box 8766
BWI Marshall Airport, MD 21240-0766**

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 inquiries 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: (ADMINISTRATION) An Agency within the Maryland Department of Transportation (MDOT) responsible for the ownership and administration of Baltimore/Washington International Thurgood Marshall 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 Administration, 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

VIOLATION	PENALTY
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 ADMINISTRATION 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 ADMINISTRATION'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. ADMINISTRATION 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 ADMINISTRATION 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's request will the ADMINISTRATION 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 ADMINISTRATION 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 ADMINISTRATION will contract with and make payments to the prime contractor only.

SP-1.20 Confidentiality

All information received by the Contractor from the ADMINISTRATION 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 Contractor 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%

b. 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.

I 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.

II The apparent low responsive and responsible Bidder will provide the Administration MBE Officer with the following items:

- 1) A completed MDOT Schedule of Participation of Minority Business Enterprises, Form D-EEO-003;
- 2) MDOT Minority Contractor Project Disclosure and Participation Statement, Form D-EEO-004.

III 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.

I A completed Schedule of Participation, Form D-EEO-003, naming each MBE that will participate in the project;

II A completed Minority Contractor Project Disclosure and Participation Statement, Form D-EEO-004; and

III 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 otherwise 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 authorize procuring agencies to favor a resident Offeror in awarding procurement contracts, many other states do 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 Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP 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 gives to its residents.

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.

SECTION X.1
PROPOSAL SUBMITTAL FORM

PROJECT DESCRIPTION: Real Estate Consulting Support Services for BWI Marshall and Martin State Airports

PROJECT NUMBER: MAA-SV-19-003

OFFEROR IDENTIFICATION:

Firm full legal name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Offeror's Contact (for clarification):

Name: _____

Telephone Number _____ Fax Number: _____

Email address: _____

Federal Employer Identification Number: _____

PROPOSAL OFFER: The undersigned Offeror/Proponent hereby submits this proposal in response to the Maryland Aviation Administration's (Administration) Request for Proposals (RFP) issued October, 2018 with regard to the contract named above.

By submitting this proposal/offer, the Offeror/Proponent warrants it is a financially responsible entity and has the capacity and capability to execute the work as described in the Request for Proposals in accordance with the requirements of the RFP. It warrants it has carefully examined the RFP and Contract Documents for the above project, including the MDOT Terms and Conditions for Services, July 1997 as amended, and hereby offers to the Administration to execute the work in the manner described in the technical offer as submitted, and at the unit rates offered, as submitted.

The Offeror/Proponent hereby further acknowledges the requirement to carry, and indicates the ability to obtain, the insurance required for the project services. Review attachment to sample Contract in this document and specific contract requirements published in the RFP.

(Initial Here) _____

The Offeror/Proponent hereby acknowledges receipt, if any, of Addendum(s) to this RFP.

(Initial Here) _____

This offer shall remain open for 180 days for acceptance by the Administration until such time as the offer/proposal has been considered by the Administration and either rejected in writing or an award has been made by the Maryland Aviation Administration.

Attest:

Corporate Principal

By: _____ (SEAL)

Title: _____

In presence of:

Witness:

Co-Partnership Principal

By: _____

Title: _____

In presence of:

Witness:

Individual Principal/Owner

By: _____

INSTRUCTIONS FOR SIGNATURES:

IF OFFEROR IS A JOINT VENTURE (JV), an officer from each JV member firm having the contractual authority to bind the proposed resources from its firm shall sign. Affix corporate seals, as applicable.

If OFFEROR IS A CORPORATION, in addition to authorized signing officer signature(s), affix the corporate seal.

IF OFFEROR IS A PARTNERSHIP, a member of the firm fully authorized to bind the firm shall sign.

IF OFFEROR IS A SOLE PROPRIETORSHIP, the owner of the proprietorship or its fully authorized representative shall sign.

SECTION X.2
MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND AVIATION ADMINISTRATION

CONTRACT NO. MAA-SV-19-003

**REAL ESTATE CONSULTING SUPPORT SERVICES FOR
BALTIMORE/WASHINGTON THURGOOD MARSHALL INTERNATIONAL
AND MARTIN STATE AIRPORTS**

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 Real Estate Consulting Support Services for BWI Marshall and Martin State Airports; 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 Request for Proposals (RFP) dated October 23, 2018 and as described in FIRM's Technical Proposal dated _____, 2018, submitted in response to Administration's RFP, 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 five (5) years, beginning on the date of issuance of the Contract Notice to Proceed by the Administration.

ARTICLE III
COMPENSATION

- A. Compensation for the performance of the services described in Article I during the five (5) years of the CONTRACT term hereof shall be consistent with the FIRM'S Financial Proposal dated _____, incorporated herein by reference, and attached herein and made part of this CONTRACT.
- B. The required services shall include, but not be limited to, those services described in the ADMINISTRATION'S Request for Proposals (RFP) dated October 23, 2018, and as described in FIRM's Technical Proposal dated, _____, and submitted in response to the Administration's RFP, which documents are incorporated herein by reference, and made part of this CONTRACT.
- C. 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, shall not exceed _____.
- D. 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 commitments and expenditures using format approved by ADMINISTRATION. Each invoice shall indicate the FIRM's Federal Tax Identification Number.
- E. Each invoice submitted for payment shall include subcontractor's itemized invoices, if any.
- 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 Section VII. SP-1.04 the RFP, previously incorporated by reference and made a part of this CONTRACT.

ARTICLE VI

TERMS & CONDITIONS

- A. FIRM agrees to perform the services under this CONTRACT in accordance with the terms, conditions and covenants set forth in the MDOT 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 VII

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 VIII

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 IX

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 X

NONASSIGNABILITY

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

ARTICLE XI

CONTRACT AFFIDAVIT

See "Contract Affidavit" attached hereto, previously incorporated and made a part hereof (Section X.2.)

ARTICLE XII

BID/PROPOSAL AFFIDAVIT

See "Bid/Proposal Affidavit," previously incorporated, attached hereto, (Section XI.2) and made a part hereof.

ARTICLE XIII

INCORPORATION BY REFERENCE

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

1. ADMINISTRATION'S RFP, MAA-SV-19-003 Real Estate Consulting Support Services for BWI Marshall & Martin State Airports , issued October 23, 2018;
2. Firm's Technical and Financial Proposals, _____, 2018;
3. Contract Insurance Requirements,
4. Terms and Conditions for Services, July 1997, as amended;
5. Contract Affidavit;

6. Bid/Proposal Affidavit

ARTICLE XVI

ORDER OF PRECEDENCE

A. In the event of a conflict between provisions of the CONTRACT, the RFP, 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. RFP, including any addenda;
3. MDOT TCs; and
4. FIRM'S Proposal, including any amendments.

ARTICLE XVII

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 Article I. 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 XIII

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:

FIRM

By: _____

Title (Seal)

WITNESS:

MARYLAND AVIATION ADMINISTRATION

By: _____

Title

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

By: _____
Assistant Attorney General Date

Section X. 3

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 X. 3

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 X. 3

(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 X. 3

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 X. 4

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

VOLUME II OF II

MAA-SV-19-003

**Real Estate Consulting Support Services at
Baltimore/Washington International Thurgood
Marshall and Martin State Airports**



**MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND AVIATION ADMINISTRATION
October 23, 2018**

Section XI.1
PRICE PROPOSAL FORM

PROJECT DESCRIPTION Real Estate Consulting Support Services at Baltimore/ Washington International Thurgood Marshall and Martin State Airports

PROJECT NUMBER: MAA-SV-19-003

OFFEROR IDENTIFICATION:

Firm full legal name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Offeror's Contact (for clarification):

Name: _____

Telephone Number _____ Fax Number: _____

Email address: _____

Federal Employer Identification Number: _____

TOTAL LABOR RATES. Record the fully-burdened, excluding travel costs*, hourly labor rates for each labor category on the charts below for each contract year. For each labor category in year one, multiply the hourly labor rates times the model labor hours and record the totals in the column entitled Annual Cost. Add the annual costs for each labor category and record the total on the Total Year One row. Complete the charts for years 2 – 5 in the same manner. Record the annual totals for each year on the appropriate row of Section 6, Total Contract Cost and total the five years.

* All travel costs will be invoiced according to the State’s travel regulation, see RFP Section I.H.3.

Year One						
Labor Category	Hourly Labor Rate		Model Labor Hours**			Annual Cost
Project Manager		x	200	=		
Principal Task Leader Land Use		x	225	=		
Principal Task Leader Real Estate		x	685	=		
Principal Task Leader Market Analysis		x	225	=		
Principal Task Leader Graphics & Documentation		x	250	=		
Project Specialist		x	180	=		
Total Year One						

**The Model Labor Hours reflect a cost model prepared by the State based on a one-year level of effort for evaluation purposes only. These hours do not necessarily reflect the required hours for the performance of Contract services.

Year Two					
Labor Category	Hourly Labor Rate		Model Labor Hours**		Annual Cost
Project Manager		x	200	=	
Principal Task Leader Land Use		x	225	=	
Principal Task Leader Real Estate		x	685	=	
Principal Task Leader Market Analysis		x	225	=	
Principal Task Leader Graphics & Documentation		x	250	=	
Project Specialist		x	180	=	
Total Year Two					

**The Model Labor Hours reflect a cost model prepared by the State based on a one-year level of effort for evaluation purposes only. These hours do not necessarily reflect the required hours for the performance of Contract services.

Year Three					
Labor Category	Hourly Labor Rate		Model Labor Hours**		Annual Cost
Project Manager		x	200	=	
Principal Task Leader Land Use		x	225	=	
Principal Task Leader Real Estate		x	685	=	
Principal Task Leader Market Analysis		x	225	=	
Principal Task Leader Graphics & Documentation		x	250	=	
Project Specialist		x	180	=	
Total Year Three					

**The Model Labor Hours reflect a cost model prepared by the State based on a one-year level of effort for evaluation purposes only. These hours do not necessarily reflect the required hours for the performance of Contract services.

Year Four					
Labor Category	Hourly Labor Rate		Model Labor Hours**		Annual Cost
Project Manager		x	200	=	
Principal Task Leader Land Use		x	225	=	
Principal Task Leader Real Estate		x	685	=	
Principal Task Leader Market Analysis		x	225	=	
Principal Task Leader Graphics & Documentation		x	250	=	
Project Specialist		x	180	=	
Total Year Four					

**The Model Labor Hours reflect a cost model prepared by the State based on a one-year level of effort for evaluation purposes only. These hours do not necessarily reflect the required hours for the performance of Contract services.

Year Five					
Labor Category	Hourly Labor Rate		Model Labor Hours**		Annual Cost
Project Manager		x	200	=	
Principal Task Leader Land Use		x	225	=	
Principal Task Leader Real Estate		x	685	=	
Principal Task Leader Market Analysis		x	225	=	
Principal Task Leader Graphics & Documentation		x	250	=	
Project Specialist		x	180	=	
Total Year Five					

**The Model Labor Hours reflect a cost model prepared by the State based on a one-year level of effort for evaluation purposes only. These hours do not necessarily reflect the required hours for the performance of Contract services.

Total Contract Cost

Contract Year	Total amount
Total Year 1	
Total Year 2	
Total Year 3	
Total Year 4	
Total Year 5	
Total Proposal Price (Years 1 + 2 + 3 + 4 + 5) =	

Total Proposal Price (written in words) = _____

PROPOSAL OFFER: The undersigned Offeror/Proponent hereby submits this proposal in response to the Maryland Department of Transportation Maryland Aviation Administration's (Administration) Request for Proposals (RFP) issued with regard to the contract named above.

By submitting this proposal/offer, the Offeror/Proponent warrants it is a financially responsible entity and has the capacity and capability to execute the work as described in the Request for Proposals in accordance with the requirements of the RFP. It warrants it has carefully examined the RFP and Contract Documents for the above project, including the MDOT Terms and Conditions for Services, July 1997 as amended, and hereby offers to the Administration to execute the work in the manner described in the technical offer as submitted, and at the unit rates offered, as submitted.

The Offeror/Proponent hereby further acknowledges the requirement to carry, and indicates the ability to obtain, the insurance required for the project services. Review attachment to sample Contract in this document and specific contract requirements published in the RFP.

(Initial Here) _____

The Offeror/Proponent hereby acknowledges receipt, if any, of Addendum(s) to this RFP.

(Initial Here) _____

This offer shall remain open for 180 days for acceptance by the Administration until such time as the offer/proposal has been considered by the Administration and either rejected in writing or an award has been made by the Maryland Aviation Administration.

Attest:

Corporate Principal

By: _____(SEAL)

Title: _____

Printed Name: _____

In presence of:
Witness:

Co-Partnership Principal

By: _____

Title: _____

Printed Name: _____

In presence of:
Witness:

Individual Principal/Owner

By: _____

Printed Name: _____

INSTRUCTIONS FOR SIGNATURES:

IF OFFEROR IS A JOINT VENTURE (JV), an officer from each JV member firm having the contractual authority to bind the proposed resources from its firm shall sign. Affix corporate seals, as applicable.

IF OFFEROR IS A CORPORATION, in addition to authorized signing officer signature(s), affix the corporate seal.

IF OFFEROR IS A PARTNERSHIP, a member of the firm fully authorized to bind the firm shall sign.

IF OFFEROR IS A SOLE PROPRIETORSHIP, the owner of the proprietorship or its fully authorized representative shall sign.

SECTION XL.2

BID/PROPOSAL AFFIDAVIT

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. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid 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

MDOT DBE FORM A
FEDERALLY-FUNDED CONTRACTS
CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 1 OF 2

THIS AFFIDAVIT MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT THIS AFFIDAVIT AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

In connection with the bid/proposal submitted in response to Solicitation No. MAA-SV-19-003, I affirm the following:

1. DBE Participation (PLEASE CHECK ONLY ONE)

☐ I have met the overall certified Disadvantaged Business Enterprise (DBE) participation goal of fifteen percent (15%). I agree that this percentage of the total dollar amount of the Contract for the DBE goal will be performed by certified DBE firms as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

OR

☐ I conclude that I am unable to achieve the DBE participation goal. I hereby request a waiver, in whole or in part, of the goal. Within 5 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified DBE firms will be used to accomplish the percentages of the total dollar amount of the Contract as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

2. Additional DBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 5 business days of receiving such notice:

- (a) Outreach Efforts Compliance Statement (MDOT DBE Form C - Federally-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT DBE Form D - Federally-Funded Contracts);
- (c) DBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/offeree's susceptibility of being selected for award in connection with the certified DBE participation goal.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award or not susceptible of being selected for award.

MDOT DBE FORM A
FEDERALLY-FUNDED CONTRACTS
CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 2 OF 2

3. Information Provided to DBE firms

In the solicitation of subcontract quotations or offers, DBE firms were provided not less than the same information and amount of time to respond as were non-DBE firms.

4. Products and Services Provided by DBE firms

I hereby affirm that the DBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE 1 OF 2

***** STOP *****

FORM INSTRUCTIONS
PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) DBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the DBE participation goal.
2. In order to be counted for purposes of achieving the DBE participation goal, the firm must be certified for that specific NAICS ("DBE" for Federally-funded projects designation after NAICS Code). **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the DBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether a DBE firm is certified and eligible to receive DBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm's Products/Services Description in the DBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the DBE participation goal.
4. If you have any questions as to whether a firm is MDOT DBE certified, or if it is certified to perform specific services or provide specific products, please call MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or send an email to mbe@mdot.state.md.us.
5. The Contractor's subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet a DBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this DBE Participation Schedule.
6. For each DBE firm that is being used as supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the DBE participation goal:**
 - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
 - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the DBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no DBE participation credit will be given for the supply of these products.
 - C. For purposes of achieving the DBE participation goal, you may count only the amount of any reasonable fee that the DBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the DBE Participation Schedule, please divide the amount of any reasonable fee that the DBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE
PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE
PAGE 2 OF 2

- D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the DBE participation goal, you may count the total amount of the subcontract. For Column 3 of the DBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the DBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the DBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the DBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
7. For each DBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the DBE participation goal**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- Example:** \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%
8. Please note that for USDOT-funded projects, a DBE prime may count towards its DBE participation goal work performed by its own forces. Include information about the DBE prime in Part 2.
9. **WARNING:** The percentage of DBE participation, computed using the dollar amounts in Column 3 for all of the DBE firms listed in Part 2, **MUST** at least equal the DBE participation goal as set forth in MDOT DBE Form A – Federally-Funded Contracts for this solicitation. If the bidder/offeror is unable to achieve the DBE participation goals, then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal Worksheet shown below to assist you in calculating the percentage and confirming that you have met the applicable DBE participation goal.

GOAL WORKSHEET	
Total DBE Firm Participation (Add percentages in Column 3 for all DBE firms listed in DBE Participation Schedule)	(A) _____%
The percentage amount in Box A above should be equal to the percentage amount in Box E below.	
Add <i>Countable</i> Subcontract Amounts (see 6 through 8 of Instructions) for all DBE firms listed in DBE Participation Schedule, and insert in Box B	(B) \$ _____
Insert the Total Contract Amount in Box C	(C) \$ _____
Divide Box B by Box C and Insert in Box D	(D) = _____
Multiply Box D by 100 and insert in Box E	(E) = _____%

MDOT DBE FORM B

FEDERALLY-FUNDED CONTRACTS

DBE PARTICIPATION SCHEDULE

PART 2 – DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number
	Real Estate Consulting Support Services	MAA-SV-19-003

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

COLUMN 1	COLUMN 2	COLUMN 3
		<p>Unless the bidder/offeror requested a waiver in MDOT DBE Form A – Federally Funded Contracts for this solicitation, the cumulative DBE participation for all DBE firms listed herein must equal at least the DBE participation goal set forth in Form A.</p>
<p>NAME OF DBE SUBCONTRACTOR AND TIER</p>	<p>CERTIFICATION NO. AND DBE CLASSIFICATION</p>	<p>FOR PURPOSES OF ACHIEVING THE DBE PARTICIPATION GOAL, refer to sections 6, 7 and 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the DBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.</p>
<p><input type="checkbox"/> Please check if DBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions</p>	<p>Certification Number:</p> <hr/> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other DBE Classification</p> <hr/>	<p>3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</p> <p>_____ % (Percentage for purposes of calculating achievement of DBE Participation goal)</p> <p>3.2. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of DBE Participation goal)</p>

☐ Please check if Continuation Sheets are attached.

MDOT DBE FORM B

FEDERALLY-FUNDED CONTRACTS

DBE PARTICIPATION SCHEDULE

CONTINUATION SHEET

PAGE ____ OF ____

Prime Contractor	Project Description	Solicitation Number
	Real Estate Consulting Support Services	MAA-SV-19-003

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT DBE Form A – Federally Funded Contracts for this solicitation, the cumulative DBE participation for all DBE firms listed herein must equal at least the DBE participation goal set forth in Form A.
NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE DBE PARTICIPATION GOAL, refer to sections 6, 7 and 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the DBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if DBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other DBE Classification <hr/>	<p>3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</p> <p>_____ % (Percentage for purposes of calculating achievement of DBE Participation goal)</p> <p>3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of DBE Participation goal)</p>

☐ Please check if Continuation Sheets are attached.

MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE

PART 3 – CERTIFICATION FOR DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL AS DIRECTED IN THE SOLICITATION.

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT DBE Directory for each of the DBE firms listed in Part 2 of this DBE Form B for purposes of achieving the DBE participation goal that was identified in the DBE Form A that I submitted with this solicitation, and that the DBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this DBE Form B.

The undersigned Prime Contractor 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 business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of 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.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT DBE Form B are true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT MBE FORM C
STATE-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the offer/proposal submitted in response to Solicitation No. MAA-SV-19-003, I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

4. Please Check One:

- ☐ This project does not involve bonding requirements.
- ☐ Bidder/Offeror assisted MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)

5. Please Check One:

- ☐ Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
- ☐ No pre-bid/pre-proposal meeting/conference was held.
- ☐ Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT DBE FORM D

FEDERALLY-FUNDED CONTRACTS

DBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED DBE FIRM LISTED IN THE DBE PARTICIPATION SCHEDULE. BIDDERS/ OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.

Provided that _____ (Prime Contractor's Name) is awarded the Contract in conjunction with Solicitation No. MAA-SV-19-003, such Prime Contractor will enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the DBE firm _____ (DBE Name) with MDOT Certification Number _____ (if subcontractor previously listed is also the DBE firm, please restate name and provide DBE Certification Number) which will receive at least \$ _____ which is _____% (Total Subcontract Amount/ Percentage) for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

I solemnly affirm under the penalties of perjury that the information provided in this DBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER)
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____	Federal Identification Number: _____
Address: _____	Address: _____	Address: _____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	Date: _____	Date: _____

IF DBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE DBE FIRM.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 1 – GUIDANCE FOR DEMONSTRATING GOOD FAITH EFFORTS TO MEET MBE/DBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE)/Disadvantaged Business Enterprise (DBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE/DBE Goal(s) and document its commitments for participation of MBE/DBE Firms, or (2) when it does not meet the MBE/DBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE/DBE Goal(s) – “MBE/DBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s) on a State-funded procurement and the DBE participation goal on a federally-funded procurement.

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE/DBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE/DBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the DBEs identified by the procuring agency during the goal setting process and listed in the federally-funded procurement as available to perform the Identified Items of Work. It also may include additional DBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as DBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms or is a State-funded procurement, this term refers to all of the MBE Firms (if State-funded) or DBE Firms (if federally-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE/DBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE/DBE Firms to increase the likelihood that the MBE/DBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE/DBE Firms and should include all reasonably identifiable work opportunities.

MBE/DBE Firms – For State-funded contracts, “MBE/DBE Firms” refers to certified **MBE** Firms. Certified MBE Firms can participate in the State’s MBE Program. For federally-funded contracts, “MBE/DBE Firms” refers to certified **DBE** Firms. Certified DBE Firms can participate in the federal DBE Program.

II. Types of Actions MDOT will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE/DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/DBE subcontractors and suppliers, so as to facilitate MBE/DBE participation. The following is a list of types of actions MDOT will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE/DBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE/DBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE/DBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms or DBE Firms, whichever is appropriate, to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE/DBE Firms to increase the likelihood that the MBE/DBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE/DBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE/DBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

(a) Certain procurements will include a list of the DBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified DBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those DBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE/DBE Directory to identify additional DBEs who may be available to perform the items of work, such as DBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE/DBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE/DBE Firms, bidders/offerors should reasonably identify the MBE Firms or DBE Firms, whichever is appropriate, that are available to perform the Identified Items of Work.

(b) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified in the appropriate program (MBE for State-funded procurements or DBE for federally-funded procurements)

(c) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBE/DBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE/DBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE/DBE, and other requirements of the contract to assist MBE/DBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. "All" Identified Firms includes the DBEs listed in the procurement and any MBE/DBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE/DBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. "Electronic Means" includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE/DBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible by the interested MBE/DBE.

4. Follow up on initial written solicitations by contacting DBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE/DBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE/DBE Firms could be informed of contracting and subcontracting opportunities;

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website; and

(c) effectively using the services of other organizations, as allowed on a case-by-case basis and authorized in the procurement, to provide assistance in the recruitment and placement of MBE/DBE Firms.

D. Negotiate With Interested MBE/DBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE/DBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE/DBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE/DBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE/DBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract DBE goal, as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE/DBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the DBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE/DBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE/DBE and Non-MBE/DBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE/DBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received by the" bidder/offeror refers to the average of the quotes received from all subcontractors, except that there should be quotes from at least three subcontractors, and there must be at least one quote from a MBE/DBE and one quote from a Non-MBE/DBE.

7. A bidder/offeror shall not reject a MBE/DBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE/DBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE/DBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE/DBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE/DBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeree:

1. made reasonable efforts to assist interested MBE/DBE Firms in obtaining the bonding, lines of credit, or insurance required by MDOT or the bidder/offeree; and
2. made reasonable efforts to assist interested MBE/DBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE/DBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE/DBE and Non-MBE/DBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeree decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerees in meeting the contract. For example, when the apparent successful bidder/offeree fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeree could have met the goal. If the apparent successful bidder/offeree fails to meet the goal, but meets or exceeds the average MBE/DBE participation obtained by other bidders/offerees, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeree having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeree seeking a waiver of the MBE/DBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 5 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Form E, Part 2)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE/DBE Firms in order to increase the likelihood of achieving the stated MBE/DBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeree's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a) through (e) and 49 C.F.R. Part 26, Appendix A. **(Complete Outreach Efforts Compliance Statement)**

2. A detailed statement of the efforts made to contact and negotiate with MBE/DBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE/DBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Form E, Part 3, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE/DBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE/DBE Firms (Complete Good Faith Efforts Form E, Part 4)

1. For each MBE/DBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

2. For each certified MBE/DBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE/DBE and Non-MBE/DBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE/DBE Firms contacted but found to be unavailable. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE/DBE contractor or a statement from the bidder/offeror that the MBE/DBE contractor refused to sign the Minority Contractor Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

MDOT MBE/DBE FORM E
GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION**PART 2 – CERTIFICATION REGARDING GOOD FAITH EFFORTS DOCUMENTATION**

PAGE 1 OF 4

Prime Contractor	Project Description	Solicitation Number
	Real Estate Consulting Support Services at BWI Marshall and MTN	MAA-SV-19-003

PARTS 3, 4, AND 5 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

I hereby request a waiver of (1) the Minority Business Enterprise (MBE) participation goal and/or subgoal(s), (2) the Disadvantaged Business Enterprise (DBE) participation goal, or (3) a portion of the pertinent MBE/DBE participation goal and/or MBE subgoal(s) for this procurement.¹ I affirm that I have reviewed the Good Faith Efforts Guidance MBE/DBE Form E. I further affirm under penalties of perjury that the contents of Parts 3, 4, and 5 of MDOT MBE/DBE Form E are true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

¹ MBE participation goals and subgoals apply to State-funded procurements. DBE participation goals apply to federally-funded procurements. Federally-funded contracts do not have subgoals.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 3 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO MBE/DBE FIRMS

PAGE 2 OF 4

Prime Contractor	Project Description	Solicitation Number
	Real Estate Consulting Support Services at BWI Marshall and MTN	MAA-SV-19-003

Identify those items of work that the bidder/offeror made available to MBE/DBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE/DBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE/DBE Firms, and the total percentage of the items of work identified for MBE/DBE participation equals or exceeds the percentage MBE/DBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE/DBE Firms, the bidder/offeror should make all of those items of work available to MBE/DBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE/DBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE/DBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

☐ Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 4 – IDENTIFIED MBE/DBE FIRMS AND RECORD OF SOLICITATIONS

PAGE 3 OF 4

Prime Contractor	Project Description	Solicitation Number
	Real Estate Consulting Support Services at BWI Marshall and MTN	MAA-SV-19-003

Identify the MBE/DBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE/DBE participation. Include the name of the MBE/DBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE/DBE provided a quote, and whether the MBE/DBE is being used to meet the MBE/DBE participation goal. MBE/DBE Firms used to meet the participation goal must be included on the MBE/DBE Participation Schedule, Form B. Note: If the procurement includes a list of the MBE/DBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE/DBE Firms or explain why a specific MBE/DBE was not solicited. If the bidder/offeror identifies additional MBE/DBE Firms who may be available to perform Identified Items of Work, those additional MBE/DBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE/DBE Firms must be attached to this form. If the bidder/offeror used a Non-MBE/DBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE/DBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE <input type="checkbox"/> Self-performing
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE <input type="checkbox"/> Self-performing

☐ Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 5 – ADDITIONAL INFORMATION REGARDING REJECTED MBE/DBE QUOTES

PAGE 4 OF 4

Prime Contractor	Project Description	Solicitation Number
	Real Estate Consulting Support Services at BWI Marshall and MTN	MAA-SV-19-003

This form must be completed if Part 3 indicates that a MBE/DBE quote was rejected because the bidder/offeror is using a Non-MBE/DBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE/DBE, and if applicable, state the name of the Non-MBE/DBE. Also include the names of all MBE/DBE and Non-MBE/DBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE/DBE (Include spec/section number from bid)	Self-performing or Using Non-MBE/DBE (Provide name)	Amount of Non-MBE/DBE Quote	Name of Other Firms who Provided Quotes & Whether MBE/DBE or Non-MBE/DBE	Amount Quoted	Indicate Reason Why MBE/DBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

☐ Please check if Additional Sheets are attached.

SECTION XI.4

**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

SECTION XI.5 - DHS HIRING AGREEMENT

MAA-SV-19-003
Agency Control Number

MARYLAND DEPARTMENT OF HUMAN RESOURCES HIRING AGREEMENT

This Hiring Agreement ("Agreement") is effective this _____ day of _____, _____ and is entered into by and between the Maryland Department of Human Services ("DHS") and _____ (the "Contractor") pursuant to State Finance Procurement Article, § 13-224, Annotated Code of Maryland, arising out of a Contract for services between Contractor and _____ ("Entity"), contract number _____ ("Procurement Contract").

WITNESSETH:

WHEREAS, the DHS has identified the Procurement Contract as eligible for execution of this Agreement; and,

WHEREAS, the Contractor and the Entity, have discussed and reviewed an inventory of job openings that exist or the Contractor is likely to fill during the term of the Procurement Contract in the State of Maryland; and

WHEREAS, the Contractor, DHS and the Entity have discussed and reviewed the job descriptions, locations, and skill requirements for those positions; and

WHEREAS, the DHS and the Entity have identified and discussed with the Contractor the workforce related benefits and support services available to the Contractor as a result of the Agreement including:

- Medicaid coverage for the employee and the employee's dependents for up to one year after placement in the job;
- Maryland Children's Health Program (MCHP) medical coverage for the employee's dependents after one year of employment for as long as eligibility is met;
- Food Supplement Program for the employee and the employee's dependents for as long as eligibility requirements are met;
- Child Care subsidies for the employee's dependents for up to one year after employment as long as eligibility requirements are met;
- Transportation subsidies for the employee for a period of time after employment;
- Other Retention services including counseling on an as needed basis; and
- Assistance with claiming tax credits for hiring the DHS's current and former Family Investment Program ("FIP") recipients, their children, foster care youth, and child support obligors ("Candidates").

WHEREAS, the Contractor and DHS agree to work cooperatively to develop responses to the workforce development requirements faced by the Contractor and to promote the hiring of the Candidates by the Contractor.

NOW THEREFORE, upon valuable consideration received, the Contractor and the DHS specifically agree as follows:

A. The CONTRACTOR shall:

1. Notify the DHS of all job openings that exist or result from the Procurement Contract.
2. Declare the DHS the “first source” in identifying and hiring Candidates for those openings.
3. Work with the DHS to develop training programs that will enable Candidates to qualify for and secure employment with the Contractor.
4. Give first preference and first consideration, to the extent permitted by law and any existing labor agreements, to Candidates DHS refers for job openings that exist or result from the Procurement Contract.
5. Agree to give Candidates referred to the Contractor by DHS priority in the filling of a job opening so long as the Candidate meets the qualifications of the position and DHS refers qualified Candidates within five (5) Business Days.
6. Submit biannual reports (for the duration of the Contract) listing the number of all job openings and the total number of individuals interviewed and hired under the Procurement Contract. The report shall also include information regarding the disposition of referrals made, to include an explanation of why any such Candidate was not hired or considered qualified.
7. Designate the following individual to be the point of contact:

Point of Contact (POC) Name

POC Address

POC E-Mail

POC Telephone #

POC Fax #

The POC will:

- a. provide additional information regarding “first source” jobs and clarify their requirements.
 - b. Receive DHS referrals.
 - c. Provide feedback to a DHS account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those Candidates hired by the Contractor.
8. Submit the Contractor’s Federal Employment Identification Number (“FEIN”) in an effort to increase efficiency in the employment monitoring process for annual legislative reporting.

B. The DHS will designate an account representative who will:

1. Process all the Contractor's job notices in accordance with this "Agreement."
2. Refer screened and qualified Candidates to the Contractor's designated contact person.
3. Make referrals in a timely manner, that is, within five (5) Business Days after receiving the Contractor's job opening notices.
4. Assist in the development of any mutually agreed upon training, internship or apprenticeship programs that will better prepare Candidates for employment with the Contractor.
5. Provide follow-up and post hire transitional/supportive services, (e.g. Medicaid, MCHP, Food Supplement program, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate.
6. Ensure that the Contractor is advised of available subsidies and provide any assistance to the Contractor to obtain those subsidies.
7. Report the Contractor to the procurement Entity if the Contractor does not fulfill its responsibilities in accordance with this Agreement.
8. Review and evaluate the effectiveness of this undertaking with the Contractor and make modifications as necessary and appropriate.

C. DISCLAIMERS

Nothing in this Agreement shall cause the Contractor, except as explicitly provided in Section A above, to alter existing hiring practices or to hire an individual into a position for which he/she is not qualified.

D. NON-DISCRIMINATION

The Contractor agrees that there shall be no discrimination against any employee or Candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, sexual identity, disability or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent Federal and State laws regarding discrimination.

E. MARYLAND LAW PREVAILS

The place of performance of this Agreement shall be the State of Maryland. This Agreement shall be construed, interpreted, and enforced according to the laws and regulations of the State of Maryland, including approval of the Board of Public Works where appropriate.

F. EFFECTIVE DATE

This Agreement shall take effect on the date of the aforementioned Procurement Contract, which is for the period _____ through _____, and it shall remain in effect for the duration of the Procurement Contract, including any option periods or extensions. In addition, it is required that any executed extensions and additional funds added to an existing Hiring Agreement Contract be emailed to the Office of Hiring Agreements, Hiring.Agreements@Maryland.gov listing the new end date, updated contract amount and **Agency Control/Solicitation Number**.

IN WITNESS, WHEREOF, the Contractor and the DHS have affixed their signatures below:

FOR THE CONTRACTOR:

FOR DHS:

COMPANY NAME

FEIN: _____

SIGNATURE

TITLE

DATE

SIGNATURE

Hiring Agreements Project Manager
TITLE

DATE