

**REQUEST FOR PROPOSAL  
TECHNICAL/SPECIAL PROVISIONS, AND CONDITIONS**

**MAA-SV-23-008**

**MULTICULTURAL MARKETING,  
ADVERTISING & MEDIA SERVICES AT  
BALTIMORE/WASHINGTON  
INTERNATIONAL THURGOOD MARSHALL  
AND MARTIN STATE AIRPORTS**



**MARYLAND DEPARTMENT OF TRANSPORTATION**

**MARYLAND AVIATION ADMINISTRATION**

March 2022

# TABLE OF CONTENTS

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<b><u>SECTION</u></b>	<b><u>PAGE No.</u></b>
<b>I INTRODUCTION</b>	
A. Contract Summary .....	6
B. No Proposal Notice .....	7
C. Notice to Offerors .....	8
D. Purpose.....	12
E. Background/Scope .....	12
F. Airline Market Share at BWI Marshal.....	14
G. Airport Demographics. ....	15
H. Contract.....	19
I. Budget.....	19
J. Basis of Compensation/Method of Payment.....	19
K. Issuing Office/Procurement Officer.....	23
<b>II CONDITIONS GOVERNING THE PROCUREMENT</b>	
A. Anticipated Schedule of Events .....	24
B. Explanation of Events .....	24
C. General Requirements.....	28
<b>III SCOPE OF SERVICES</b>	
A. Project Description.....	33
B. Anticipated Work Assignments .....	35
C. Work for Competing Entities.....	35
D. Confidentiality .....	35
E. Project Administration.....	35
<b>IV QUALIFICATIONS/EXPERIENCE</b>	
A. Type of Firm Solicited.....	37
B. Offeror/Team Qualifications/Experience.....	37
C. Subcontractor Qualifications/Experience. ....	38
D. Key Staff.....	38
<b>V OTHER PROPOSAL REQUIREMENTS</b>	
A. MBE. ....	40
B. Liquidated Damages. ....	42
C. Financial Responsibility.....	43
D. Acknowledgement of Addenda.....	43
E. Affidavits .....	44
F. Other Requirements .....	44

**VI TECHNICAL EVALUATION CRITERIA**

A. Offerors/Contract Team .....45  
B. Key Staff .....47  
C. Work Product Samples .....48  
D. Economic Benefits to the State .....49

**VII PROPOSAL FORMAT & ORGANIZATION**

A. Responses to RFP .....50  
B. Proposal Organization.....50  
    1. Volume I, Technical Proposal.....50  
    2. Volume II, Financial Proposal .....51

**VIII SPECIAL PROVISIONS**

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

**IX MDOT TERMS & CONDITIONS FOR SERVICES, MARCH 2022**

TC-1 Definitions ..... 1  
TC-2 Preparation of Proposal/Bid ..... 4  
TC-3 Small Business Procurement ..... 4  
TC-4 Sanctions Upon Improper Acts ..... 4  
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 ..... 6  
TC-10 Conflict of Interest Law ..... 6  
TC-11 Financial Disclosure ..... 7  
TC-12 Political Contribution Disclosure ..... 7  
TC-13 Personal Liability of Public Officials ..... 7  
TC-14 Cost and Price Certification ..... 7  
TC-15 Contract Administration ..... 8  
TC-16 Authority of the Procurement Officer ..... 8  
TC-17 Corporate Registration & Tax Payment Certification ..... 8  
TC-18 Initiation of Work ..... 8  
TC-19 Notice to Proceed & Prosecution of Work ..... 8  
TC-20 Discrepancies in Contract Documents ..... 8  
TC-21 Firm’s Insurance ..... 8  
TC-22 Responsibility for Claims and Liability ..... 9  
TC-23 Minority Business Enterprise/Affirmative Action/Contract Compliance ..... 9  
TC-24 Cooperation by Firm ..... 9  
TC-25 Cooperation Between Firms ..... 9  
TC-26 Assignment ..... 9  
TC-27 Changes, Alterations or Modifications in the Services ..... 9  
TC-28 Approval Authority ..... 10  
TC-29 Ownership of Documents ..... 10  
TC-30 Multi-Year Contracts Contingent Upon Appropriations ..... 10  
TC-31 Firm’s Invoices ..... 10  
TC-32 Occupational Safety & Health Act (OSHA) ..... 10  
TC-33 Disputes ..... 10  
TC-34 Remedies & Termination ..... 11  
TC-35 Delays & Extensions of Time ..... 12  
TC-36 General Guaranty ..... 12  
TC-37 Patent Indemnity ..... 12  
TC-38 General Conditions Prevailing ..... 12  
TC-39 Incorporation by Reference ..... 12  
TC-40 Miscellaneous ..... 12  
TC-41 Maryland Law Prevails ..... 12  
TC-42 Resident Business Preference ..... 12

TC-43 Compliance with Americans With Disabilities Act (ADA)	13
TC-44 Payment of State Obligations	13
TC-45 Suspension of Work	15
TC-46 Pre-Existing Regulations	15
TC-47 Retention of Records	15
TC-48 Prohibition Against Shifting Maryland Income	15
TC-49 Insolvency	16

**X ATTACHMENTS TO RFP**

1. Proposal Submittal Form	1-3
2. Sample Contract	1-8
3. Sample Contract Affidavit	1-4
4. Living Wage Affidavit	1-2
5. Sample Hiring Agreement	1-4
6. Conflict of Interest and Disclosure	1-1

**XI ATTACHMENTS TO RFP**

1. Price Proposal Affidavit	1-7
2. A Certified MBE Utilization and Fair Solicitation Affidavit	1-2
B Part 1 – Instructions for MBE Participation Schedule	1-3
B Part 2 – MBE Participation Schedule	1-2
B Part 3 – Certification for MBE Participation Schedule	1-1
C Outreach Efforts Compliance Statement	1-1
D MBE Subcontractor Project Participation Affidavit	1-1
E Minority Business Enterprise/Non-MBE Subcontractor Utilization Report	1-14
F Veteran Small Business Enterprise Utilization Affidavit	1-3
G Veteran Small Business Enterprise Participation Schedule	1-1

**XI PRICE PROPOSAL DOCUMENTS**

1. Price Proposal Form	1-3
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**SECTION I – INTRODUCTION**

**A. CONTRACT SUMMARY**

<b>ITEM</b>	<b>DESCRIPTION</b>
<b>Contract Title</b>	Multicultural Marketing, Advertising & Media Services at Baltimore/Washington International Thurgood Marshall and Martin State Airports
<b>MAA Contract Number</b>	MAA-SV-23-008
<b>Request for Proposals (RFP) Issue Date</b>	March 18, 2022
<b>Applicable Provisions</b>	MDOT Terms & Conditions for Services February 2022
<b>Provisions for Federal Aid Applicable</b>	YES ( ) NO ( X )
<b>MBE Subcontractor Participation Goal</b>	30% Overall
<b>Veteran-Owned Small Business Enterprise Goal</b>	1%
<b>Small Business Reserve</b>	YES ( ) NO ( X )
<b>Project Location</b>	BWI Thurgood Airport (X) – MTN Airport ( X )
<b>Contract Duration</b>	5 years
<b>Pre-Proposal Conference</b>	<p>March 31, 2022 at 1:00 P.M. Local Time Via Microsoft Teams <a href="#">Click here to join the meeting</a> <b>Or call in (audio only)</b> <a href="#">+1 443-409-5228</a>, Phone Conference ID: 563 356 477#</p>
<b>RFP Inquiry Period</b> Questions must be written and sent via email	<p>April 7, 2022 @ 4:00:00 P.M. <a href="mailto:Gmealy2@bwiairport.com">Gmealy2@bwiairport.com</a></p>
<b>Technical Proposals Due No Later Than</b>	<p><b>May 9, 2022 @ 4:00:00 P.M.</b> Local Time MDOT Maryland Aviation Administration Office of Procurement &amp; Materials Management 7001 Aviation Boulevard, 2<sup>nd</sup> Floor Glen Burnie MD 21061 <b>Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made.</b></p>
<b>Financial Proposals Due No Later Than</b>	<p><b>June 14, 2022 @ 4:00:00 P.M.</b> Local Time MDOT Maryland Aviation Administration Office of Procurement &amp; Materials Management 7001 Aviation Boulevard, 2<sup>nd</sup> Floor Glen Burnie MD 21061</p>

**B. No-Proposal Notice – Feedback Form**

**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 this completed form to the attention of the Gayle Mealy at [Gmealy2@bwiairport.com](mailto:Gmealy2@bwiairport.com).**

**Title:                   Multicultural Marketing, Advertising & Media Services at  
                              Baltimore/Washington International Thurgood Marshall and Martin State  
                              Airports**

**Solicitation No: MAA-SV-23-008**

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.)
  - MBE 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 OFFERS

Multicultural Marketing, Advertising & Media Services at Baltimore/Washington International Thurgood Marshall and Martin State Airports, MAA-SV-23-008

This Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

**Sealed Technical proposals** for the State of Maryland (“State”), Maryland Department of Transportation Maryland Aviation Administration (“MDOT MAA”) project entitled, Multicultural Marketing, Advertising & Media Services at Baltimore/Washington International Thurgood Marshall (BWI Thurgood Marshall) and Martin State (MTN) Airports, MAA-SV-23-008 **will be received** at the MDOT MAA’s Office of Procurement & Materials Management, 7001 Aviation Boulevard, 2<sup>nd</sup> Floor, Glen Burnie, MD 21061 until May 9, 2022 at 4:00:00 P.M., Local Time.

**Sealed financial proposals** for Multicultural Marketing, Advertising & Media Services at BWI Thurgood Marshall and MTN Airports, MAA-SV-23-005, **will be received** at the MDOT MAA’s Office of Procurement & Materials Management, 7001 Aviation Boulevard, Glen Burnie, MD 21061 **until June 14, 2022 at 4:00:00 P.M., Local Time.**

Hand Delivery is recommended. Proposals sent by hand or commercial delivery shall be delivered to:

MDOT MAA  
Office of Procurement and Materials Management  
7001 Aviation Blvd., 2<sup>nd</sup> Floor  
Glen Burnie, MD 21061  
Attn: Gayle Mealy

Use of U.S. Mail or other delivery services may delay delivery. Proposals sent by U.S. Mail shall be delivered to:

MDOT MAA  
Office of Procurement and Materials Management  
MAA, P.O. Box 8766  
BWI Marshall Airport MD 21240-0766  
Attn: Gayle Mealy

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 Office of Procurement and



Materials Management. MDOT MAA is not responsible for proposals received late regardless of the method of shipment or delivery.

**Positively no Technical Proposals will be accepted after May 9, 2022 at 4:00:00 PM Local Time.**

The MDOT MAA is requesting services from a qualified Advertising Agency to provide a comprehensive strategy for services normally associated with multicultural advertising, marketing and communications for BWI Thurgood Marshall and MTN Airports as more fully described in this 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.

This project has been advertised via eMaryland Marketplace Advantage (“eMMA”). Proposal documents must be downloaded on <https://emma.maryland.gov>, including Specifications (Volume I) and Bid Documents (Volume II). All proposals must be submitted using these proposal documents.

A Prospective Offeror that has received this document from a source other than <https://emma.maryland.gov> should go to <https://emma.maryland.gov>, for any changes or additional materials related to this RFP and should contact the Procurement Office.

A **Pre-Proposal Web Conference** will be held **March 31, 2022, at 1:00 P.M. local time**, for interested Offerors. The meeting will take place via Microsoft Teams using either the following link or phone number and Conference ID to join: [Click here to join the meeting/Or call in \(audio only\) +1 443-409-5228](#), Phone Conference ID: 563 356 477#

Attendance is not mandatory but interested Offerors are encouraged to attend. A State Equal Opportunity Officer may be available to discuss the Minority Business Enterprise (“MBE”) program requirements.

**Questions and Exceptions** are due by **April 7, 2022 at 4:00:00 P.M.** All questions and any exceptions to the RFP requirements must be submitted to the Procurement Officer in writing at [gmealy2@bwiairport.com](mailto:gmealy2@bwiairport.com).

Offerors are hereby notified that regarding any contract entered into pursuant to this RFP MBEs 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. MBE firms are encouraged to respond to this solicitation notice.

It is the goal of MDOT that MBE firms participate in all contracts, and the MDOT MAA has established a minimum overall goal of **thirty percent (30%)** MBE subcontractor participation of the total contract value for this Contract.

Additionally, a one percent (1%) **VSBE subcontract participation goal** of the total contract value for this Contract has been established. VSBEs must be verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs. The VSBE list can be found at: <https://www.vetbiz.va.gov/> To count the participation of a verified VSBE firm on a contract, the VSBE firm must keep its VSBE certification up-to-date in eMMA.

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

MBE firms may elect to be dually certified as woman-owned businesses and as members of an ethnic or racial category. For purposes of achieving any gender or ethnic/racial MBE participation subgoals in a particular contract, an MBE firm that has dual certification may participate in the contract either as a woman-owned business or as a business owned by a member of a racial or ethnic minority group, but not both.

By submitting a response to this solicitation:

- 1) An Offeror certifies that it is, or intends to be, a registered vendor on eMarylandMarketplace Advantage;
- 2) An Offeror agrees that the established MBE goal will be performed by one (1) or more certified MBE firms including any classifications specified. A prime Firm, including an MBE Firm and/or a registered Small Business Firm must accomplish the MBE subcontract goals with MDOT-certified MBE Subcontractors. A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- 3) As an option for meeting the MBE 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.
- 4) 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;

- 5) 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, Annapolis MD 21401; 410-260-7813; or email [gad@comp.state.md.us](mailto:gad@comp.state.md.us).
- 6) 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 Firm, 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 as a result of this solicitation, the successful Offeror will be required to complete a DHR Hiring Agreement. A copy of this Affidavit is included in the RFP Attachments. This Affidavit must be provided when requested from the MDOT MAA or with the Notice of Recommended Award package.

**Personal Protective Equipment (“PPE”):**

- 1) In order to promote workplace safety, to mitigate and minimize risk to employees who may be exposed to various hazards related to their work responsibilities, the Employer shall provide personal protective equipment to employees in the performance of their job duties and train on the use of PPE.
- 2) The Firm must ensure that the Firms Personnel make full use of such equipment as the circumstances demand. This includes but not limited to safety helmets, eye protection, face shields, safety shoes, gloves, mask etc.
- 3) Where it is a site/facility rule that such items of equipment must be worn, the owner has the right to request removal from the Premises of any Personnel not complying with this rule. For the purposes of this section, personal protective equipment shall mean equipment required under applicable federal and state laws, rules, and/or regulations (including Occupational Safety and Health Administration regulations) or required by Employer policy.

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:

Gayle Mealy  
Manager, A/E and Services Section  
Office of Procurement & Materials Management  
MDOT MAA  
Office (410) 859-7331  
[Gmealy2@bwiairport.com](mailto:Gmealy2@bwiairport.com)

**D. Purpose**

The Maryland Aviation Administration (Administration), a governmental unit within the Maryland Department of Transportation (Department), a principal department of the executive branch of the government of the State of Maryland (State), is requesting experienced advertising agencies to submit proposals to the Administration outlining in detail, the ability to serve as a core component in planning and developing marketing and advertising strategies and tactics that complement the efforts of the marketing, communications and business development priorities of the staff at BWI Thurgood Marshall, MTN, and Regional Aviation Airports. 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 seeks a qualified multicultural firm committed to diversity, equity, and inclusion, and engages in partnerships which demonstrate diversity in leadership and strong community connections, to provide multicultural advertising and creative services, as well as multicultural media planning and placement services to produce advertising and marketing campaigns that effectively reach a multicultural market. BWI Thurgood Marshall is marketed regionally, nationally, and internationally. Increasing consumer awareness of BWI Thurgood Marshall and Martin State Airports, as well as Regional Aviation through multicultural advertising, marketing, and communications initiatives can increase revenues for the State and provide a better travel experience for passengers.

The broad range of required services may include, but not be limited to:

- ◆ Develop comprehensive strategies to ensure that multicultural target markets are reached effectively in a cost-efficient manner and that advertising, marketing and communications campaigns have outcomes that are measurable and quantified.
- ◆ Create and design marketing campaigns that effectively reach a multicultural market.
- ◆ Create and design multicultural content including, but not limited to, graphic design, social media, video, radio, digital production, and web copy.
- ◆ Develop multicultural media plans and purchase multicultural television, radio, print, outdoor, digital, social, and any media vehicle that assists in marketing MDOT MAA products.
- ◆ Negotiate the most cost-effective media placement to maximize multicultural target audience exposure with the recommended mediums to best reach campaign target populations.
- ◆ Provide translation and adaptation services and coordination, including Spanish, with the possibility of additional languages.

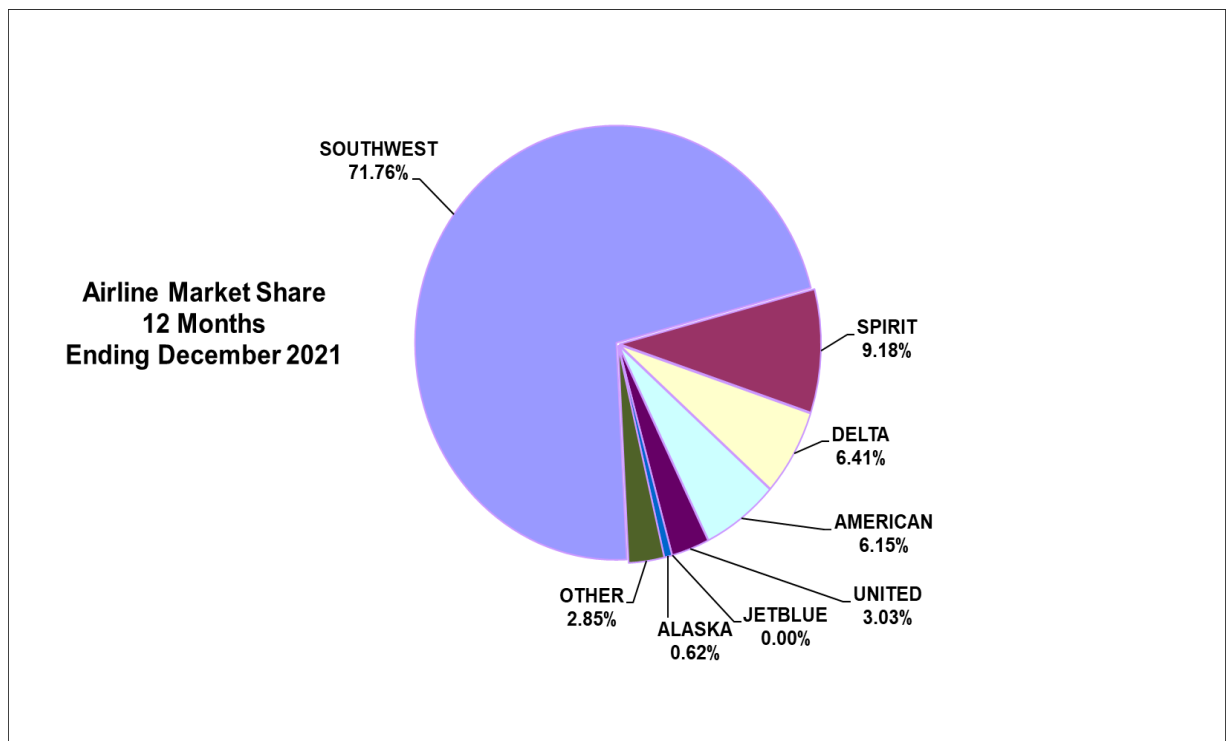
Such services may be utilized in the following:

- ◆ Strategic planning
- ◆ Marketing strategy
- ◆ Reputation management
- ◆ Ad hoc campaign materials and related promotional items
- ◆ Industry research and reporting
- ◆ Media planning and placement
- ◆ Email database management and lead generation
- ◆ Public Relations: press release development
- ◆ Copywriting and editing
- ◆ Website development and maintenance
- ◆ Event planning
- ◆ Graphic design
- ◆ Video production and placement
- ◆ Direct mail advertising / E-blasts
- ◆ Digital / Internet marketing
- ◆ Social media integration / marketing
- ◆ Search Engine Marketing / Search Engine Optimization
- ◆ Multi-media presentations
- ◆ Website design and content management

- ◆ Web-based interactive initiatives including games, microsites, contests, and blogs
- ◆ Emergency Communications
- ◆ Exhibit design and fabrication
- ◆ Working cooperatively with marketing partners
- ◆ Working cooperatively with other State agencies and/or contractors

The Advertising Agency shall maintain an inventory of all documents and materials including broadcast out takes, footage, unproduced concepts as well as print, radio and collateral jobs which are the sole property of the Administration and must be surrendered upon request. At the end of the contract, all documents and materials shall be returned to the Administration or designee. All documents and materials produced for the Administration by the advertising agency or by the subcontractors to this contract become the property of the Administration with no further compensation to the Advertising Agency without time limits for future usage.

**F. Airline Market Share at BWI Marshall**



**G. Airport Demographics**

1. **Air Traffic**
  - a. Total number of Airlines: **30 including commuter, charter, and cargo airlines**
  - b. Number of Commercial Airlines: **26**
  - c. Average number of Daily Operations: **680**
  - d. Average number of Commercial Operations Per Day: **632**
  - e. Top Five Domestic Origin and Destination Airports to/from BWI Marshall **Fort Lauderdale, Orlando, Boston, Atlanta and Las Vegas**
  - f. Average Number of Passengers per day: **67,589**
2. Approximately 32% of BWI Marshall’s local passengers are from the Washington area and 46% from the Baltimore area. In addition, 13% of BWI Marshall’s local passengers are from Southern Pennsylvania.
3. The average BWI Marshall passenger has a median household income of US\$95,100 and a mean household income of US\$112,600.
4. The average passenger using BWI Marshall is 45.9 years old and passengers are 42% male and 58% female.
5. Business Travelers make up about 29% of BWI Marshall’s total passengers.
6. In FY 2016, the total number of enplaned passengers at BWI Marshall was 12,331,941. The percentage of enplaned passengers originating (O&D passengers) at BWI Marshall was 68.9%. Therefore, the total number of enplaned passengers originating at BWI Marshall in FY 2016 was 8,496,707.

The actual and projected percentage of enplaned passengers originating at BWI Marshall is as follows:

	Actual FY 2013	Actual FY 2014	Actual FY 2015	Actual FY 2016
Enplaning Passengers	11,274,091	11,129,313	11,412,595	12,331,941
Originating %	73.1%	72.1%	71.0%	68.9%
<b>O&amp;D PAX</b>	<b>8,241,360</b>	<b>8,024,234</b>	<b>8,102,942</b>	<b>8,496,707</b>

7. Total commercial passenger traffic for Fiscal Year 2016 increased 8.4% to 24,669,946.
8. Commercial Passenger statistics for Baltimore/Washington International Thurgood Marshall Airport, within USA (domestic) and International arrivals and departures including connecting passengers for CY 1998 through CY 2015:

	<b>Domestic Arrivals</b>	<b>Domestic Departures</b>	<b>Domestic Total</b>	<b>Int'l Arrivals</b>	<b>Int'l Departures</b>	<b>Int'l Total</b>
CY 1998	7,109,315	7,138,149	14,247,464	390,351	366,004	756,355
CY 1999	8,295,032	8,347,929	16,642,961	406,275	388,427	794,702
CY 2000	9,362,628	9,405,032	18,767,660	422,751	412,198	834,949
CY 2001	9,712,244	9,733,034	19,445,278	470,121	454,524	924,645
CY 2002	9,098,786	9,120,586	18,219,372	408,976	384,181	793,157
CY 2003	9,388,364	9,421,970	18,810,334	446,584	439,240	885,824
CY 2004	7,726,478	9,718,899	19,445,377	451,769	444,361	896,130
CY 2005	9,527,126	9,526,005	19,053,131	349,059	339,923	688,962
CY 2006	10,011,481	10,013,376	20,024,857	344,603	329,507	674,110
CY 2007	10,189,995	10,229,310	20,419,305	298,644	326,395	625,039
CY 2008	9,978,300	10,016,768	19,995,068	258,721	235,092	493,813
CY 2009	10,215,763	10,287,979	20,503,742	241,009	208,864	449,873
CY 2010	10,661,812	10,750,031	21,411,843	277,936	246,682	524,618
CY 2011	10,859,419	10,949,045	21,808,464	310,788	272,533	583,321
CY 2012	10,944,845	11,031,071	21,975,916	364,670	339,301	703,971
CY 2013	10,788,663	10,866,216	21,654,879	435,599	407,875	843,474
CY 2014	10,689,486	10,758,621	21,448,107	439,827	424,742	864,569
CY 2015	11,298,365	11,385,023	22,683,388	590,952	549,192	1,140,144

## **H. Contract**

1. **eMarylandMarketplace Advantage.** In accordance with the Code of Maryland Regulations (COMAR) 21.05.02.16, to receive a contract award, an Offeror must be registered on eMarylandMarketplace Advantage as a vendor. To register on eMarylandMarketplace Advantage, go to the Department of General Services Website at [www.emma.maryland.gov](http://www.emma.maryland.gov).
2. **The Contract** resulting from this RFP (see Section X.2) shall be an on-call, work-order, labor hour contract as defined in Code of Maryland Regulation (COMAR) 21.06.03, subject to a contract ceiling dollar amount that shall not be exceeded without the written approval of the Administration's Project Manager (PM), and other approval authority(s) 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. Work Orders – Work orders are individual project tasks that will be assigned by the Administration's Project Manager (PM) to the Contractor for services to be performed on an as-needed basis. Contractor will, after assignment of task by the PM, develop a scope of services, management approach, detailed person-hours with direct labor rates, and an overall task cost estimate to be presented for possible negotiation and approval. The Contractor shall not proceed on any task project without written approval of the task project proposal by the MAA Project Manager (PM). A written Notice to Proceed (NTP) will be issued for each individual task project.
5. Multiple Awards - The Procurement Officer intends to recommend contract award to the Offeror(s) that best satisfy the needs of the Administration, based on the requirements of this RFP. The 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. After award, competitive bids shall be solicited from these selected Offerors as tasks are identified.
6. Parties to the Contract: The Contract to be entered into as a result of the RFP shall be by and between Offeror and Administration. 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”) 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 comprehensive, on call, multi-year, indefinite quantity, firm fixed-price contract, as defined in Code of Maryland Regulations (COMAR) 21.06.03.06, subject to a contract ceiling dollar amount that shall not be exceeded without the written approval of the Administration, and other approval authority(s) as required by State law.
9. Assignment of Work. The work will consist of individual project assignments consistent with the Administration's requirements. The Administration 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 Administration, and shall extend over a five (5) year period.
11. MBE. In the performance of the required services under this Contract, the Contractor shall cooperate with the Administration in meeting its commitments and goals regarding maximum utilization of MBE. For purposes of this Contract, the Contractor is committed to utilizing MDOT-certified MBE for services comprising a minimum of thirty percent of the total contract amount. Refer to Section V.

As an option for meeting the MBE participation goal set out for this procurement in part or in total, the Maryland Aviation Administration strongly encourages joint venture partnerships between the prime and MBEs.

12. VSBE. In the performance of this Contract, the Contractor shall cooperate with the Administration in meeting its commitments and goals regarding minimum utilization of Veteran-owned Small Business Enterprises (VSBE). For purposes of this Contract, the Contractor is committed to utilizing certified VSBEs for services comprising a minimum of one percent (1%) of the total Contract amount. Refer to Section VIII, SP-1.04.
13. Other Proposal Requirements Section V of this RFP provides further information and requirements of the MBE program as it relates to submittal of an offer in response to this RFP, and in performing contract services.

**I. Budget**

1. The Administration has an estimated budget of \$3,000,000.00 for these services during the base period of the contract. The Offeror will only be compensated for actual work, satisfactorily completed and accepted, on task-by-task basis, depending on the needs of Administration, and in accordance with the Department Terms and Conditions for Services, March 2022 (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 Administration's budget for these services. For this reason, the Contract value is only an estimate, not a guarantee.
3. In the event the spending authority (total cost of the contract) has been expended prior to reaching the original termination date, the Administration reserves the right to re-procure the contract.
4. This contract includes a provision authorizing an extension for a reasonable, limited, and defined time to spend funds remaining on the contract as provided in Board Advisory 1995-1.

**J. Basis of Compensation/Method of Payment**

1. Basis of Compensation. 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 unit prices should include all direct salary costs, fringe benefits, overhead, profit, materials, and all other billing indirect costs. The on-site Contracting Office will be provided under an all-inclusive rate which will include holidays, vacation and sick leave. The Offeror should factor all anticipated expenses, including parking fees, into its unit prices. The Administration 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 Administration will remain fixed during the contract period. In the event the Administration 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 Administration's approval alternative staff/firms to perform the work. The Consultant will not be reimbursed for utilizing any subconsultants and vendors not approved by MAA in advance of any work performed.

3. Reimbursable Expenses. Approval of requests for reimbursable expenses is always at the discretion of the Administration's Contract Procurement Officer. The Administration 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 regulations automobile mileage reimbursement at time of travel and is allowable for official business mileage only. The current reimbursement rate is fifty-six cents (\$.56)/mile. Mileage within a 50-mile radius of the contractor's office will not be compensated.
  - b. Distance travel on behalf of the Administration 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 and subject to per diem cap at the time of travel
  - d. Meal reimbursement shall be limited to the current established *per diem* in accordance with State travel regulations and must be associated with an overnight stay to perform a specific approved project task.
  - e. Total reimbursement for lodging and meals is limited to Two Hundred, Twenty-five Dollars and 00/100 (\$225.00) or any subsequently pre-approved limit by the Administration Contract Procurement Officer.
  - f. The Contractor will not be compensated for utilizing subcontractors and/or vendors not approved in advance by the Administration
  - 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. Compensation to the Contractor for charges/expenses on contracts that are closed are at the sole discretion of the Administration. Acceptable justification and proper documentation may be required by the Administration to consider reimbursement for these types of charges.
  - j. 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, March 2022 (Section IX), based on invoices submitted for payment with required supporting documentation. To ensure compliance with the certified MBE Contract participation goals, the Contractor shall:
- a. Report monthly all payments to MBE/DBE/VSBE subcontractors. The payments will be reported via PRISM, the Maryland Aviation Administration's payment verification system. The Administration will notify the Contractor of the reporting method.
  - b. Report all unpaid invoices, over 30 days, from all certified MBE/DBE/VSBE subcontractors and the reason the payment has not been made.
  - c. Include in its agreement with MBE/DBE/VSBE subcontractors requirement that the MBE/DBE/VSBE subcontractors report monthly in PRISM 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 noncompliance. Additional reports may be required by the Administration 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 Administration.

5. Method of Payment. Subject to the performance of assigned work and its acceptance by the Administration, the Contractor may invoice the Administration for actual work, satisfactorily completed and accepted, on a task-by-task basis, 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 Administration. Work for each individual task order must be billed separately. Multiple task order work cannot be submitted on a single or combined invoice. Invoicing shall be in accordance with the template and format required by the PM.

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 Administration MBE/Non-MBE Subcontractor Utilization Form (Section XI.3) that subcontractors were paid for any invoiced services for which the Contractor received payment from the Administration. If Contractor is not in default of any contract terms and conditions, the Administration 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 MAA at any time.

The Firm shall be responsible for keeping project scope and costs contained within MAA's task order and contract budget. The Contractor may not be reimbursed for work not authorized by the Administration's Contract Manager or Project Manager in advance, for not meeting agreed to project schedule, and/or exceeding Administration's approved budget without Administration's prior written authorization.

The Firm is required to submit invoices for the firm and its Subcontractors to MAA on a monthly basis. Any charges associated with a project/task submitted after the task/project is closed by MDOT MAA will be rejected. Any charges associated with a project/task submitted after the task/project is officially closed by the Administration will be rejected. A task order closeout form, and dual execution of same by both the contractor and the Administration's CM, will constitute official task/project closeout and shall contain a statement that all task elements have been provided and billed to the Administration.

In addition to the hard copies of invoices, the Consultant shall submit invoices to MAA electronically in the standard format required by MAA.

The Firm will not be reimbursed for utilizing any subcontractors and vendors not approved by the Administration and added to the Contract thru a Contract Modification in advance of any work performed.

The Administration reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Administration with all required deliverables within the time frame specified in the Contract or if the Contractor otherwise materially breaches the terms and conditions of the Contract until 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 Administration, 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.

**K. Issuing Office/Procurement Officer**

The sole point of contact in the State for purposes of this RFP is the Procurement Officer at the Issuing Office address shown below. Failure to comply with this requirement may result in an Offeror being disqualified from further consideration.

Gayle Mealy  
Manager, A/E and Services Section  
Office of Procurement & Materials Management  
MDOT MAA  
P.O. Box 8766  
BWI Marshall Airport, MD 21240-0766  
Phone: 410-859-7331  
E-mail: [Gmealy2@bwiairport.com](mailto:Gmealy2@bwiairport.com)

## SECTION II – CONDITIONS GOVERNING THE PROCUREMENT

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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 Administration has established the following anticipated schedule for the procurement of services outlined in this RFP.

1. Issuance of RFP March 18, 2022
2. Pre-Proposal Conference March 31, 2022
3. Proposal Inquiry Deadline April 7, 2022
4. RFP Amendment Issued, week of April 14, 2022
5. Closing Date for Technical Proposals May 9, 2022
6. Technical Evaluation Process March 2022
7. Contract Formation July 2022
8. Board of Public Works Approval September 2022
9. Notice to Proceed November 2022

### B. Explanation of Events

1. Issuance of MAA-SV-23-008 Multicultural Marketing, Advertising & Media Services at Baltimore/Washington International Thurgood Marshall and Martin State Airports, by the Administration's Office of Procurement and Materials Management, in accordance with the provisions of COMAR 21.05.03, Competitive Sealed Proposals.
2. Pre-Proposal Conference. A pre-proposal conference will be held **March 31, 2022, at 1:00:00 P.M. local time via Microsoft Teams**.

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 MBE goals.

3. Proposal Inquiries. Offerors having **questions** about this RFP and any aspect of the project should submit them in writing via mail, or preferably e-mail, to the Procurement Officer **April 7, 2022 at 4:00:00 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, via eMarylandMarketplace Advantage.



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 Administration will be made by written addenda and will be provided, to all entities known to have a copy of the RFP. The Administration 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. Notice of the issuance of addenda to the RFP will be posted on eMaryland Marketplace Advantage (eMMA). 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 Advantage 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 MBE requirements; and Opportunity and MBE 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 one original on a flash drive; and

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 original on flash drive.

- c. **Technical Proposals must be received no later than May 9, 2022 at 4:00:00 P.M., Local Time.**

**Financial Proposals must be received no later than June 14, 2022 at 4:00:00 P.M., Local Time.**

<p>Mail responses to:</p> <p>Maryland Aviation Administration Attn: G. Mealy Office of Procurement and Materials Management P.O. Box 8766 BWI Airport, MD 21240-0766</p>	<p>or</p>	<p>Hand Delivery or Commercial Delivery of responses to:</p> <p>Maryland Aviation Administration Attn: G. Mealy Office of Procurement &amp; Materials Management 7001 Aviation Boulevard, 2<sup>nd</sup> Floor Glen Burnie, MD 21061</p>
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- 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 Administration. 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 Administration 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 qualified 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 Administration 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 Administration, 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.

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 Qualified Offeror will be considered its Best and Final Offer.

- d. Recommended Award. The Procurement Officer intends to recommend contract award to the responsible Offeror that best satisfy the needs of the Administration, 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 judgement, 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 reward. In making this determination, technical factors are more important than financial.
  - e. Notice to Offerors. Each Offeror will be notified in writing of its selection or non-selection. Unsuccessful Offerors may request a briefing within seven (7) days of notification, and given an opportunity for a debriefing 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 Administration prior to Contract award, and executes the Contract by the date set by the Administration. 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 Advantage (eMMA.) eMMA 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 eMMA. 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 Administration, the version maintained by the Administration 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 Administration’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 Administration 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 Administration 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 Proposals 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 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.

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 MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see “Minority 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 Administration 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 Administration 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 Administration. 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 successful Offeror will be required to cooperate with the Administration in carrying out its EEO obligations and with the Administration’s review of its activities performed under this contractual agreement. Refer to Section VIII SP-1.21 for Offeror 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 SDAT website is <http://sdatcert3.resiusa.org/ucc-charter/>. 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.
18. Payments to Firms by Electronic Funds Transfer (EFT) – By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The selected 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.com/Government\\_Services/State\\_Accounting\\_Information/Static\\_Files/APM/gadx-10.pdf](http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf)
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 Advantage. In order to receive an award, a vendor must be registered on eMaryland Marketplace Advantage. To register, go to [www.emma.maryland.gov](http://www.emma.maryland.gov).
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.

### **SECTION III – SCOPE OF SERVICES**

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#### **A. Project Description**

The Administration seeks a qualified multicultural firm committed to diversity, equity, and inclusion, and engages in partnerships which demonstrate diversity in leadership and strong community connections, to provide multicultural advertising and creative services, as well as multicultural media planning and placement services to produce advertising and marketing campaigns that effectively reach a multicultural market. BWI Marshall is marketed regionally, nationally, and internationally. Increasing consumer awareness of BWI Marshall, Martin State Airport, and Regional Aviation through multicultural advertising, marketing and communications initiatives can increase revenues for the State and provide a better travel experience for passengers.

The broad range of required services may include:

1. Develop comprehensive strategies to ensure that multicultural target markets are reached effectively in a cost-efficient manner and that advertising, marketing and communications campaigns have outcomes that are measurable and quantified.
2. Create and design marketing campaigns that effectively reach a multicultural market.
3. Create and design multicultural content including, but not limited to, graphic design, social media, video, radio, digital production, and web copy.

4. Develop multicultural media plans and purchase multicultural television, radio, print, outdoor, digital, social, and any media vehicle that assists in marketing MAA products.
5. Negotiate the most cost-effective media placement to maximize multicultural target audience exposure with the recommended mediums to best reach campaign target populations.
6. Provide translation and adaptation services and coordination, including Spanish, with the possibility of additional languages.

Such services may be utilized in the following:

- ◆ Strategic planning
- ◆ Marketing strategy
- ◆ Reputation management
- ◆ Ad hoc campaign materials and related promotional items
- ◆ Industry research and reporting
- ◆ Media planning and placement
- ◆ Email database management and lead generation
- ◆ Public Relations: press release development
- ◆ Copywriting and editing
- ◆ Website development and maintenance
- ◆ Event planning
- ◆ Graphic design
- ◆ Video production and placement
- ◆ Direct mail advertising / E-blasts
- ◆ Digital / Internet marketing
- ◆ Social media integration / marketing
- ◆ Search Engine Marketing / Search Engine Optimization
- ◆ Multi-media presentations
- ◆ Website design and content management
- ◆ Web-based interactive initiatives including games, microsites, contests, and blogs
- ◆ Emergency Communications
- ◆ Exhibit design and fabrication
- ◆ Working cooperatively with marketing partners
- ◆ Working cooperatively with other State agencies and/or contractors

The Advertising Agency shall maintain an inventory of all documents and materials including broadcast out takes, footage, unproduced concepts as well as print, radio and collateral jobs which are the sole property of the Administration and must be surrendered upon request. At the end of the contract, all documents and materials shall be returned to the Administration or designee. All documents and materials produced for the Administration by the advertising agency or by the subcontractors to this contract become the property of the Administration with no further compensation to the Advertising Agency without time limits for future

**C. Anticipated Work Assignments**

The Administration anticipates that the work requirements will include, but not be limited to, the broad range of services described in TP-1.0. Detailed and specific descriptions of services to be provided will be developed on a task-order basis when assigned by the Administration.

**D. Work for Competing Entities**

For the term of the Contract awarded as a result of this RFP, the Offeror must agree to not contract with any other competing state, airport, authority or private entity representing a state or airport to render similar services for marketing and advertising services, even on an *ad hoc* basis. Any airport located within a 150 mile radius of BWI (except those airports located in the State of Maryland) may be considered a competing airport including, but not limited to, Washington Reagan National Airport, Washington Dulles International Airport, Philadelphia International Airport, Wilmington Delaware Airport, Harrisburg International Airport, Lancaster Airport, Charlottesville-Albemarle, Reading Municipal/Spaatz Field, Trenton Airport and Richmond International Airport. Additionally, for the term of the Contract awarded, the Offeror must agree not to perform marketing or advertising work for any airline, airline-owned company or competing transportation supplier on either a contract or *ad hoc* basis without receiving permission from the Administration in advance of performing any work.

**E. 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.

**F. Project Administration**

1. Within one week after receipt of a written Notice to Proceed issued by the Administration, the Contractor shall be prepared to begin the work covered by the Agreement and shall execute the work to be performed on an as-required basis to the Administration's satisfaction and in accordance with the tasks specified, unless otherwise directed by the Administration.
2. The Firm shall designate someone to serve as the primary point of contact to the Administration and possibly have primary responsibility of the day-to-day management of the duties required to effectively execute the terms and conditions of this Agreement. If the designee should change, the

Contractor will promptly notify the Administration within five (5) business days of such change.

3. Offeror/Firm – The terms offeror and Firm are interchangeable. The principle and its partners make up the firm.
4. All work performed by the Firm shall be under the direction of the Administration's Project Manager.
5. Work orders are individual project tasks that will be assigned by the Administration's Project Manager to the Contractor for services to be performed on an as-needed basis. Contractor will, after assignment of task by the 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 Project Manager.
6. All pertinent telephone conversations between the Administration and the Firm relative to instructions and/or authorizations must be confirmed in writing by the Contractor and submitted to the Project Manager for written approval.
7. The Firm is responsible for controlling costs and ensuring that all required work is completed within the approved monetary limit agreed upon for each task. No modification to the scope of work or extra work will be considered by the Administration unless conditions have been specifically documented with a signed estimate following an approved written conference report from a meeting or approved written conference report of telephone conversations. Additionally, this documentation will be verified prior to the Administration's authorization to the Firm to perform additional work, except in the case of an actual emergency situation, which will be documented by other appropriate writings.
8. No work performed on behalf of the Administration may be used for other clients or potential clients of the Offeror without prior written approval from the MDOT MAA Project Manager.
9. Completion times, individual assignments, and cost shall be agreed upon before each phase of a specific project assignment.
10. The Firm will not be compensated for speculative work. All work eligible for compensation requires an approved task cost estimate.

11. The Firm's work shall be under the direction and control of its key personnel identified in the Technical Proposal. Any changes in key personnel shall be requested in writing, and require written approval by the Administration.

## SECTION IV – QUALIFICATIONS/EXPERIENCE

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### A. Type of Firm Solicited

The Offeror must have 10 years of experience as a full service, multicultural advertising, and public relations firm, with digital and social media expertise.

### B. Offeror Qualifications/Experience

The Firm should clearly demonstrate, and document within its proposal its experience in the types of contract services listed in this RFP. It is required that relevant experience cited on behalf of Firms (prime participants) be within the past 10 years. Most recent experience may receive more consideration.

1. The Administration will be most interested in Firms that can demonstrate and document the following:
  - a. Full Service: Offeror must be experienced in providing advertising, marketing and communications services. Highly desirable experience includes account services, creative services, broadcast, print and online services, social media, media buying, public relations and research services. Offeror must document its experience.
  - b. Online Marketing: Offeror should be proficient in all current trends of online marketing including Search Engine Optimization, Search Engine Marketing, social media channels, RSS feeds, QR codes, database management and evaluating data analytics. Offeror must remain current with the latest technology and cutting-edge practices.
  - c. Media Research and Buying: The Offeror must have experience in conducting media research to determine the most efficient and effective advertising purchases on a local, regional, national and international level.
  - d. Prior Experience: Principal Officers of the firm must have at least ten (10) years previous experience in providing advertising, marketing and communications services. Most recent experience may receive more consideration.

- e. Account Management and Reports: The Offeror must have an established billing system capable of producing monthly reports itemized by task number. Types of reports included, but not limited to, are creative work plans, conference reports and status reports. Creative workplans will be due within 10 days of client/agency discussion of project. Conference reports are due within 48 hours of meeting.

**C. Subcontractor Qualifications/Experience**

Provide information about the qualifications and capabilities of proposed subcontractors, including recent, relevant experience. Identify the role each subcontractor will have in the performance of the contract, and describe how the proposed subcontractor has supplied this same expertise for similar contracts. Experience cited for proposed subcontractor(s) should demonstrate proficiency in the services required by this RFP.

**D. Key Staff**

Key staff is defined as productive staff having major project responsibilities.

1. Qualifications/Experience. Personnel proposed must have at least seven (7) years of experience in his/her area of expertise.
2. Classifications. The Offeror must use the personnel classifications listed below in its offer, exercising judgment relative to a “best fit” of its organizational personnel classifications with those indicated below. If an Offeror believes additional key personnel classifications are needed, it should identify them to the Procurement Officer in writing as soon as possible, but no later than April 7, 2022 at 4:00 P.M., Local Time, May 24, 2011. No key personnel classifications other than those listed in this Section IV, or as amended to the RFP, will be accepted for purposes of this RFP.

The Account Supervisor and the Account Executive must be employees of the Offeror. An individual may be proposed for more than one of the key classifications, if the Offeror can demonstrate that the individual has the requisite experience and sufficient availability to perform the necessary project services.

- a. Account Supervisor – responsible for management of the overall Administration account.
- b. Account Executive – assigned the primary responsibility of the day-to-day workload
- c. Digital Strategist Expert – responsible for planning online, digital, social media and website strategies

- d. Digital Executive, Interactive – responsible for executing online, digital, and social media strategies
- e. Digital Executive, Website – responsible for executing website initiatives
- f. Account Assistant/Traffic – assist Account Executive and traffic spots to stations
- g. Media Strategist – responsible for strategizing and planning media buys
- h. Media Buyer – responsible for executing media buys, verifying validity and obtaining affidavits of service
- i. Creative Supervisor – responsible for managing creative workflow, timeliness and vision of the project
- j. Creative Designer – responsible for creating concepts, graphics and designs
- k. Art Director –responsible for formulating concepts and executing layout designs
- l. Copywriter –responsible for writing and editing ad copy
- m. Print Production Supervisor – responsible for managing print production
- n. Broadcast Production Supervisor – responsible for managing radio and television production, including talent acquisition
- o. Market Research – research and analysis
- p. Public Relations Account Supervisor – responsible for planning communications strategies and tactics
- q. Public Relations Account Executive – responsible for writing, contacting media and placement of messaging

The Advertising Agency must propose in detail the team that will be assigned to the Administration account, specify the division of responsibility to perform the Contract services during the term of the Contract, the percentage of their time allocated to the MAA account and the identity of any other accounts on which each such individual will work. Resumes of such personnel shall be provided.

- 3. Personnel Availability. Individuals proposed and accepted by the Administration as personnel for this Contract are expected to remain dedicated to the Contract.
- 4. Substitution of Personnel. In the event a key staff person becomes unavailable for continuation of the work assignment, the Advertising Agency shall replace said individual(s) with personnel of equal ability and qualifications. However, any changes to designated key staff personnel will require the approval of the Administration. Changes to assigned personnel shall be effected without additional cost to the Administration, and without formal modification of the Contract.

5. Replacement of Personnel. The Advertising Agency shall provide personnel at skill levels required for each type of services to be performed under the Contract. The Administration may request replacement personnel be assigned to the Contract for any reason during the term of the Contract and the Advertising Agency shall promptly offer a replacement with equal ability and qualifications for the Administration's approval. The Advertising Agency shall be responsible for any cost arising from the action of the Administration relative to this requested action.
  
6. 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 Administration 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.

## SECTION V – OTHER PROPOSAL/CONTRACT REQUIREMENTS

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### A. MBE and VSBE

1. 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, MBE 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 MBE participate in all projects.
  
2. MBE Subcontractor Participation Goals. For the purposes of this Contract, a minimum overall MBE subcontractor participation goal of 30% of the total contract dollar amount with a **1% VSBE subcontract participation goal.**

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 MBE firms, including the classifications of MBE specified. A prime contractor, including an MBE and/or Small Business Reserve prime contractor must accomplish the MBE subcontract goals with certified MBE subcontractors. Failure to meet this MBE requirement will disqualify the Offeror from further consideration, or termination of a contract once in progress.



As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (**Attachment D-1A**) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors [see Section 4B of the MBE Participation Schedule (**Attachment D-1A**)] used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE subgoal classifications but can self-perform up to 100% of the stated subgoal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Refer to MBE forms (**Attachment D**) for additional information.

3. Required Documentation. If an MBE participation goal, including sub-goals, has been established by the Administration for a Contract and identified in the Request for Proposals, Offerors are required to furnish the following documentation to the Administration 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 (See Section X.1.)
  - a. Schedule for Participation of MBE. This form identifies 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. MBE proposed for goal attainment must be certified on the date the proposal is submitted.**
  - b. Certified MBE Utilization and Fair Solicitation Affidavit.

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

4. Questions related to MBE and VSBE requirements and goals, or assistance in identifying certified MBE should be submitted in writing to the Procurement Officer at [gmealy2@bwairport.com](mailto:gmealy2@bwairport.com)

5. MBE Directory - A current directory of MBE is available through the MDOT, 7201 Corporate Center Drive, Hanover MD 21076; 410-865-1244; web page: <https://mbe.mdot.maryland.gov/directory> .
6. VSBE Directory - VSBEs must be verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs. The VSBE list can be found at: <https://www.vetbiz.va.gov/>

**B. LIQUIDATED DAMAGES**

This contract requires the contractor to make good faith efforts to comply with the MBE 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 MBE Program and MBE 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 MBE 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): **\$ 42.37 per day** until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE Subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): **\$ 148.30 per MBE Subcontractor**.
- c. Failure to promptly pay all undisputed amounts to an MBE Subcontractor in full compliance with the prompt payment provisions of this contract: **\$ 100 per day** until the undisputed amount due to the MBE Subcontractor is paid.
- d. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE Subcontractor and/or amendment of the MBE participation schedule: **the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that**

**specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.**

- e. Failure to meet the Firm's total MBE participation goal and sub goal commitments: **the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved. 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.**

**NOTE:** Maryland Department of Transportation - Maryland Aviation Administration (MAA) does not assess Section E of the MBE Liquidated Damages Provision to Indefinite Delivery Indefinite Quantity (IDIQ) Contracts, when MAA does not request the performance of a task for which an MBE subcontractor named on the Participation Schedule and qualified based on its NAICS Code.

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. (Refer to 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 Technical Proposal submittal the following affidavits: Certified MBE Utilization and Fair Solicitation (Section XI.3.A and B); VSBE Utilization and Subcontractor Participation Schedule (Section XI.3F), Living Wage Affidavit (Section X-4) and Conflict of Interest Affidavit and Disclosure.

**F. OTHER REQUIREMENTS**

1. By submitting a response to this Request for Technical Proposals, the Firm agrees that all information provided becomes the property of the Administration and may be used in any manner without compensation.
2. By submitting a response to this Request for Technical Proposals and upon award, the Consultant agrees that the Administration will have exclusive ownership rights of all deliverables and custom work products generated by the Consultant and its Subconsultants as part of this Scope of Services, including source and executable codes, scripts, tools, applications, diagrams, and documents. Furthermore, the Consultant agrees that all source codes, script, tools, software, applications and other products produced for the Administration under this contract are the property of the Administration and the Consultant shall deliver executable/compiled code, as well as, source code, and all associated files to the Administration upon completion of each application/product including any updates thereto.
3. By submitting a response to this Request for Technical Proposals and if selected, the Contractor agrees to request written permission and receive authorization from the Administration for any presentations to third parties of applications developed for the Administration under this contract.
4. The Firm agrees that it shall not release any information related to the services or performance of services under this contract without the prior approval of the Administration.
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**

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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, and

provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

The Contract(s) resulting from this RFP will be awarded to the Offeror(s) presenting the most advantageous offer(s) to the State based on the technical evaluation criteria set forth below. Technical factors are more important than Price. 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 encouraged to fully address each category. An Offeror should not assume it will 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.

Technical 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.**

**A. Offeror/Firm Team**

1. Qualifications/Experience. For the Offeror firm (prime participant), please provide the following information:
  - a. a summary of the services the firm offers;
  - b. the number of years the firm has provided these services;
  - c. the number of clients;
  - d. the geographic locations the Offeror currently serves;
  - e. the organization chart of the firm detailing all major component units; which component(s) will perform the requirements of this contract; 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. This section should also document and certify with specificity how your agency meets the desirable qualifications as specified in Section IV of this RFP.
  - f. qualifications and relevant experience performed within the past seven (7) years, as related to marketing and advertising efforts. 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. If the Offeror has not provided service to an account of this size, describe the expertise provided to your largest volume account and quantify it with a dollar value.

- g. Submit an example of your Advertising Agency's standard conference report form, project estimate form, media plan, calendar and production flow chart.
- h. A brief synopsis of your agency's understanding of the Administration's needs and services that your agency proposes to meet those needs.
- i. Provide a statement of your agency's billings for the past three (3) years. Indicate reasons for yearly increase/decrease. List the percentage of your volume represented by clients in the following billing categories.
  - a) Under \$100,000
  - b) \$101,000 - \$500,000
  - c) \$501,000 - \$1,000,000
  - d) Over \$1,000,000
- j. Provide gross annual billing by media classification:
  - a) Print
  - b) Radio
  - c) Television
  - d) Email
  - e) Social media
  - f) Search Engine Optimization (SEO)
  - g) Mobile
  - h) Out-of-home
  - i) Geo fencing
- k. Specify what percentage of your agency's total media advertising buying was placed at the local/state level, the national level, and the international level during the last three (3) years. Give a separate breakout for each year and each of the three levels.
- l. List all your current accounts, giving the year in which they signed with your Advertising Agency.
- m. Submit your Advertising Agency's last three (3) years of financial statements, audited in accordance with Generally Accepted Auditing Standards (GAAS), and presented in conformity with Generally Accepted Accounting Principles (GAAP).

- n. Provide a minimum of three (3) references from clients for whom your Advertising Agency developed overall marketing and advertising services during the past three (3) years, including clients for whom the case history and creative sample were prepared (see C1 below). 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 for the Client Project Manager 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.
2. Firm Team. If 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 services it would be providing under this Contract. A letter of commitment from each proposed subcontractor should be included in the technical proposal. (The response for each subcontractor is limited to two (2) pages, double sided, excluding graphs, charts, or other exhibits.)
3. MBE Subcontractors. The Offeror must identify MBEs it is proposing to provide services to achieve the MBE subcontractor participation goal. Refer to Section V.A.3. for the required documentation to be submitted with Volume I-Technical Proposal. Failure to submit the required MBE forms and affidavit 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.

**B. Key Staff**

1. Key Staff Labor Categories:
  - a. Account Supervisor
  - b. Account Executive
  - c. Digital Strategist Expert
  - d. Digital Executive, Interactive
  - e. Digital Executive, Website
  - f. Account Assistant/Traffic
  - g. Media strategist
  - h. Media Buyer
  - i. Creative Supervisor
  - j. Creative Designer

- k. Art Director
  - l. Copywriter
  - m. Print Production Supervisor
  - n. Broadcast Production Supervisor
  - o. Market Research
  - p. Public Relations Account Supervisor
  - q. Public Relations Account Executive
2. The Offeror should indicate the key staff proposed for this project, setting forth the specific responsibilities and availability of each proposed key staff individual. Provide a one (1)-page resume, detailing both general experience and specific experience related to the project services as defined in this RFP. Refer to RFP Section IV.
3. Identify any proposed personnel that participated in projects listed as references, and describe the role each individual had in the overall project.

**C. Work Product Samples**

In order for the Administration to evaluate the Offeror team, in addition to other requirements in this RFP, it is necessary to obtain information on the Offeror's past performance on similar work, and the quality of the Offeror's typical work product. Assignments under this Contract may focus on all areas outlined in this RFP. Include the name of the sponsoring agency for which each work product was prepared, and the other information requested in Section VI.A.1.f.

1. Case History. Submit a case history, which demonstrates your Advertising Agency's ability to develop an entire multicultural advertising, marketing and communications campaign. This case history should be detailed and specific, and address the following elements:
- a. Market Research
  - b. Concept
  - c. Strategy
  - d. Creative Efforts
  - e. Production
  - f. Copywriting/Photography
  - g. Brand-Product Positioning
  - h. Brand Awareness
  - i. Advertising
  - j. Results achieved



2. Creative Samples. Submit what you consider the best campaign developed by your Advertising Agency in the last 12 months, describing why you believe it to be the best. Specify which proposed key staff participated in developing the creative sample and describe their respective roles.

Note: The case history and the creative sample can be the same proposal if the Advertising Agency feels it is the “best” one developed by the firm. The creative sample must have been developed within the past 12 months. The case history does not have this restriction. Develop specific background information for the case history, but only an explanation is required for the creative sample as to why the Advertising Agency believes it to be the “best.”

#### **D. ECONOMIC BENEFITS TO THE STATE**

1. 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):
  - a. The estimated percentage of contract dollars to be recycled into Maryland’s economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offeror should be as specific as possible and provide a percentage breakdown of expenditures in this category.
  - b. 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.
  - c. 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.
  - d. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
2. 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

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### A. Responses to RFP

1. Submittal. 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 in this RFP.
2. Number of Copies.
  - a) 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 one (1) copy of the original on a flash drive.
  - 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 of the original and one original on a *different* flash drive

### B. Proposal Organization

All pages of both proposal volumes should be numbered consecutively from beginning (page 1) to end (page “x”) and be organized as detailed below. Separation tabs for each category are strongly recommended 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 name and address of the Offeror and the name and project number of this RFP.
- b. Table of Contents – A table of contents for the technical proposal should be placed here.
- c. 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, and email address of an individual to be contacted for clarification questions regarding the Offeror’s proposal. 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 taken to the requirements of this RFP, the Contract, or any terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

- d. Affidavits.
  - i. MDOT MBE Form A - Certified MBE Utilization and Fair Solicitation Affidavit (Section XI.3.A);
  - ii. MDOT MBE Form B – MBE Participation Schedule (Section XI.3B Part 2 and 3)
  - iii. VSBE Utilization Affidavit and Subcontractor Participation Schedule (Section XI.3F)
  - iv. Proposal Affidavit (Section XI.2)
  - v. Maryland Living Wage Affidavit (Section X.4)
  - vi. Conflict of Interest Affidavit and Disclosure
- e. Financial Responsibility – (Section V.C)
- f. 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.
- g. Confidentiality Statement – Refer to MDOT Terms & Conditions for Services, TC-2, Preparation of Proposal/Bid (Section IX). A blanket statement declaring the entire proposal confidential is not acceptable.
- h. Responses to Evaluation Criteria – Refer to Section VI. for information regarding this category. Organize in the following order. Separation tabs for each evaluation factor are helpful.
  - 1. Offeror/Contract Team
  - 2. Key Staff
  - 3. Work Product Samples (reports can be bound separately)
  - 4. Economic Benefits to the State

## 2. Volume II – Financial Proposal/Offer

- a. Offerors should submit their best offer in the Financial Proposal, and the Administration 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 form provided in Section XI. 2, 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 Price Proposal form (Section XI.2) is 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. Offers shall be in the form of project unit rates. All offered unit rates must be the actual price the State will pay for the proposed item per this RFP, and may not be contingent on any other factor or condition in any manner. These unit rates should include all direct and indirect expenses including overhead, general administration, fringe benefits, and profit. The Financial Proposal Offer will fix the unit rates for the 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 X.1  
PROPOSAL SUBMITTAL FORM**

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**PROJECT DESCRIPTION:** Multicultural Marketing, Advertising, & Media Services at Baltimore/Washington International Thurgood Marshall and Martin State Airports

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**PROJECT NUMBER:** MAA-SV-23-008

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**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 hereby submits this proposal in response to the Maryland Department of Transportation Maryland Aviation Administration's (Administration) Request for Proposals (RFP) issued March 18, 2022 with regard to the contract named above.

By submitting this proposal/offer, the Offeror 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, March 2022 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 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 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: \_\_\_\_\_

Firm: \_\_\_\_\_

In presence of:

Witness:

Co-Partnership Principal

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm: \_\_\_\_\_

In presence of:

Witness:

Individual Principal/Owner

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm: \_\_\_\_\_

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-23-008**

**Multicultural Marketing, Advertising, & Media Services at Baltimore/Washington  
International Thurgood Marshall and Martin State Airports**

This CONTRACT, dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022, 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 Multicultural Marketing, Advertising, & Media Services at Baltimore/Washington International Thurgood 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 March 18, 2022 and as described in FIRM's Technical Proposal dated \_\_\_\_\_, 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

- B. 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.
- C. The required services shall include, but not be limited to, those services described in the ADMINISTRATION'S Request for Proposals (RFP) dated March 18, 2022, 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.
- D. Maximum Compensation: Subject to the performance of assigned work and its acceptance by the Administration, payments to the FIRM will be made for all appropriate charges for services performed on a monthly basis. The maximum compensation to be paid for services provided under this CONTRACT, shall not exceed \$3,000,000.00.
- E. Each invoice should bear the following statement: "Certified just and correct and payment not received." Each month the FIRM will also produce a detailed status report of commitments and expenditures using format approved by ADMINISTRATION. Each invoice shall indicate the FIRM's Federal Tax Identification Number.
- F. Each invoice submitted for payment shall include subcontractor's itemized invoices, if any.

- G. 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 VIII. SP-1.05 of the RFP previously incorporated by reference and made a part of this CONTRACT.

**ARTICLE VI**  
**CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

See “Certified MBE Utilization and Fair Solicitation Affidavit,” previously incorporated, attached hereto (Section XI.3A) and made a part hereof.

**ARTICLE VII**  
**MINORITY/DISADVANTAGED (M/DBE) PARTICIPATION PLAN**

See “MBE Participation Schedule,” and “Subcontractor Project Participation” forms previously incorporated, attached hereto (Section XI.3B) and made a part hereof.

**ARTICLE VIII**  
**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, March 2022, (TC), attached hereto, previously incorporated by reference and made a part hereof (Section IX to the RFP), 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 IX**  
**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 X**  
**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 XI**  
**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 XII**  
**NONASSIGNABILITY**

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

**ARTICLE XIII**  
**CONTRACT AFFIDAVIT**

See "Contract Affidavit" attached hereto, previously incorporated and made a part hereof

(Section X.3.)

**ARTICLE XVI**  
**BID/PROPOSAL AFFIDAVIT**

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

**ARTICLE XVII**  
**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-23-008, Multicultural Marketing, Advertising, & Media Services at Baltimore/Washington International Thurgood Marshall and Martin State Airports, issued March 18, 2022;
2. Firm's Technical and Financial Proposals, \_\_\_\_\_, 2022 and \_\_\_\_\_ 2022 respectively.
3. Contract Insurance Requirements,
4. Terms and Conditions for Services, March 2022;
5. Contract Affidavit;
6. Proposal Affidavit

**ARTICLE XVIII**  
**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 XIX**  
**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 XX**  
**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: \_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_  
Title (Seal)

Firm Name: \_\_\_\_\_

**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, \_\_\_\_\_ (print name),  
possess the legal authority to make this Affidavit.

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.

D. 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.

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 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 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
  - (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 \_\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(printed name of Authorized Representative and Affiant)

\_\_\_\_\_  
(signature of Authorized Representative and Affiant)

**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

**MARYLAND DEPARTMENT OF HUMAN SERVICES  
HIRING AGREEMENT**

This Hiring Agreement (“Agreement”) is effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and is entered into by and between the Maryland Department of Human Services (“Department”) 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 Department 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 exists or the Contractor is likely to fill during the term of the Procurement Contract in the State of Maryland; and

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

WHEREAS, the Department 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 Department’s current and former Family Investment Program (“FIP”) recipients, their children, foster care youth, and child support obligors (“Candidates”).

WHEREAS, the Contractor and Department 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 Department specifically agree as follows:

**A. The CONTRACTOR shall:**

1. Notify the Department of all job openings that exist or result from the Procurement Contract.
2. Declare the Department the “first source” in identifying and hiring Candidates for those openings.
3. Work with the Department 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 the Department refers for job openings that exist or result from the Procurement Contract.
5. Agree to give Candidates referred to the Contractor by the Department priority in the filling of a job opening so long as the Candidate meets the qualifications of the position and the Department 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 Name:

\_\_\_\_\_

Point of Contact Address:

\_\_\_\_\_

\_\_\_\_\_

Point of Contact  
E-Mail

\_\_\_\_\_

Point of Contact  
Telephone #

\_\_\_\_\_

Point of  
Contact Fax #

The point of contact will:

- a. Provide additional information regarding “first source” jobs and clarify their requirements.
  - b. Receive Department referrals.
  - c. Provide feedback to a Department 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, 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 [REDACTED] through [REDACTED], 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](mailto: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 THE DEPARTMENT:**

\_\_\_\_\_  
**COMPANY NAME**

**FEIN:** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE**

Hiring Agreements Program Manager  
**TITLE**

\_\_\_\_\_  
**DATE**

SAMPLE

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)

**SECTION XI.2**

**PROPOSAL AFFIDAVIT**

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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):

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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):

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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).

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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):

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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 MBE FORM A  
STATE-FUNDED CONTRACTS  
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT  
PAGE 1 OF 2**

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

In connection with the bid/proposal submitted in response to Solicitation No. MAA-SV-23-008, I affirm the following:

**1. MBE Participation (PLEASE CHECK ONLY ONE)**

I have met the overall certified Minority Business Enterprise (MBE) participation goal of **thirty percent (30%)** and the following subgoals, if applicable:  
zero percent (0%) for African American-owned MBE firms  
zero percent (0%) for Hispanic American-owned MBE firms  
zero percent (0%) for Asian American-owned MBE firms  
zero percent (0%) for Women-owned MBE firms

I agree that these percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), will be performed by certified MBE firms as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

**OR**

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 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 MBE firms will be used to accomplish the percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

**2. Additional MBE 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 10 business days of receiving such notice:

- (a) Outreach Efforts Compliance Statement (MDOT MBE Form C - State-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT MBE Form D - State-Funded Contracts);
- (c) If waiver requested, MBE Waiver Request Documentation and Forms (MDOT MBE/DBE Form E – Good Faith Efforts Guidance and Documentation) per COMAR 21.11.03.11; and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

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 that the proposal is not susceptible of being selected for award.

**MDOT MBE FORM A  
STATE-FUNDED CONTRACTS  
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT  
PAGE 2 OF 2**

**3. Information Provided to MBE firms**

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

**4. Products and Services Provided by MBE firms**

I hereby affirm that the MBEs 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 MBE FORM B**  
**STATE-FUNDED CONTRACTS**  
**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**  
**PAGE 1 OF 3**

**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.**

**PLEASE READ BEFORE COMPLETING THIS FORM**

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at [www.mdot.state.md.us](http://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](http://www.naics.com). Only those specific products and/or services for which a prime or subcontractor is a certified MBE in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm (whether a prime or subcontractor) must be certified for that specific NAICS Code (“MBE” for State-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 MBE 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 an MBE firm is certified and eligible to receive MBE 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 MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us).
4. Complete the Part 2 – MBE Participation Schedule for all certified MBE firms (including primes and subcontractors) being used to achieve the MBE participation goal and subgoals, if any.
5. **MBE Prime Self-Performance.** When a certified MBE firm participates as a prime (independently or as part of a joint venture) on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must be (a) a certified MBE (see 1-3 above) and (b) listed in the Part 2 – MBE Participation Schedule with its certification number, the certification classification under which it will self-perform, and the percentage of the contract that can be counted as MBE self-performance. For the remaining portion of the overall goal and any subgoals, the MBE prime must also list, in the Part 2 – MBE Participation Schedule, other certified MBE firms used to meet those goals or, after making good faith efforts to obtain the participation of additional MBE firms, request a waiver. Note: A dually-certified MBE firm can use its own forces toward fulfilling **ONLY ONE** of the MBE subgoals for which it can be counted.
6. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE 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 MBE Participation Schedule.
7. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
  - 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 MBE 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** MBE participation credit will be given for the supply of these products.

**MDOT MBE FORM B**  
**STATE-FUNDED CONTRACTS**  
**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**  
**PAGE 2 OF 3**

- C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE 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 MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.
- 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 MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE 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 MBE 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 MBE 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 MBE 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.
8. For each MBE 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 MBE participation goals**, 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%

9. **WARNING:** The percentage of MBE participation, computed using the percentage amounts determined per Column 3 for all of the MBE firms listed in Part 2, **MUST** at least equal the MBE participation goal and subgoals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), 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 attached Goal/Subgoal Worksheet to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

**MDOT MBE FORM B**  
**STATE-FUNDED CONTRACTS**  
**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**  
**PAGE 3 OF 3**

**GOAL/SUBGOAL PARTICIPATION WORKSHEET**

1. Complete the Part 2 – MBE Participation Schedule for each MBE being used to meet the MBE goal and any subgoals.
2. After completion of the Part 2 – MBE Participation Schedule, you may use the Goal/Subgoal Worksheet to calculate the total MBE participation commitment for the overall goal and any subgoals.
3. **MBE Overall Goal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the overall participation percentages determined in Line 3.3 for the MBE prime total.
4. **MBE Subgoal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the subgoal participation percentages determined in Line 3.3 for the MBE prime total.
5. The percentage amount for the MBE overall participation in the Total MBE Firm Participation Box F1 should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Overall Goal Participation Column of the Worksheet.
6. The percentage amount for the MBE subgoal participation in the Total MBE Firm Participation Box L should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Subgoal Participation Column of the Worksheet.

<b>GOAL/SUBGOAL WORKSHEET</b>		
<b>MBE Classification</b>	<b>MBE Overall Goal Participation</b>	<b>MBE Subgoal Participation</b>
<b>(A)</b> Total African American Firm Participation (Add percentages determined for African American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
<b>(B)</b> Total Hispanic American Firm Participation (Add percentages determined for Hispanic American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
<b>(C)</b> Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
<b>(D)</b> Total Women-Owned Firm Participation (Add percentages determined for Women-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
<b>(E)</b> Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification per Column 3 of the MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
<b>Total MBE Firm Participation</b> (Add total percentages determined for all MBE Firms in each column of the Worksheet)	<b>(F1)</b> _____ %	<b>(F2)</b> _____ %

**MDOT MBE FORM B  
STATE-FUNDED CONTRACTS  
PART 2 – MBE PARTICIPATION SCHEDULE  
PAGE \_\_\_ OF \_\_\_**

**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.**

Prime Contractor	Project Description	Solicitation Number
	Multicultural Marketing, Advertising, & Media Services at BWI Thurgood Marshall and MTN Airports	MAA-SV-23-008

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

COLUMN 1	COLUMN 2	COLUMN 3 Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals (if applicable) set forth in Form A.
<b>NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER</b>	<b>CERTIFICATION NO. AND MBE CLASSIFICATION</b>	<b>FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 5 through 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 MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule. For items of work where the MBE firm is the prime, complete Line 3.3.</b>
<b>MBE Name:</b>  <input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate.  <input type="checkbox"/> Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C.  <input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 6 of Part 1 - Instructions	<b>Certification Number:</b>  <b>(If dually certified, check only one box.)</b> <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	<p><b>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).</b></p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p><b>3.2. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE 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 7(E) IN PART 1 - INSTRUCTIONS).</b></p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p><b>3.3. TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE)..</b></p> <p>(a) _____ % Total percentage for self-performed items of work in which MBE is certified)</p> <p>(b) _____ % (Insert 50% of MBE overall goal)</p> <p>(c) _____ % (Insert subgoal for classification checked in Column 2, if applicable)</p> <p>Percentages for purposes of calculating achievement of MBE Participation goals:</p> <ul style="list-style-type: none"> <li>➤ For MBE Overall goal – Use lesser of (a) or (b)</li> <li>➤ For MBE Subgoal – Use lesser of (a) or (c)</li> <li>➤ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.</li> </ul>

Check here if Continuation Sheets are attached.

**MDOT MBE FORM B**  
**STATE-FUNDED CONTRACTS**  
**PART 2 – MBE PARTICIPATION SCHEDULE**  
**CONTINUATION SHEET**  
 PAGE \_\_ OF \_\_

<b>Prime Contractor</b>	<b>Project Description</b>	<b>Solicitation Number</b>
	Multicultural Marketing, Advertising, & Media Services at BWI Thurgood Marshall and MTN Airports	MAA-SV-23-008

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b> Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals (if applicable) set forth in Form A.
<p><b>NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER</b></p>	<p><b>CERTIFICATION NO. AND MBE CLASSIFICATION</b></p>	<p><b>FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 5 through 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 MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule. For items of work where the MBE firm is the prime, complete Line 3.3.</b></p>
<p><b>MBE Name:</b></p> <hr/> <p><input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, &amp; 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate.</p> <p><input type="checkbox"/> Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C.</p> <p><input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 6 of Part 1 - Instructions</p>	<p><b>Certification Number:</b></p> <hr/> <p><b>(If dually certified, check only one box.)</b></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 MBE Classification</p> <hr/>	<p><b>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).</b></p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p><b>3.2. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE 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 7(E) IN PART 1 - INSTRUCTIONS).</b></p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p><b>3.3. TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE)..</b></p> <p>(a) _____ % Total percentage for self-performed items of work in which MBE is certified)</p> <p>(b) _____ % (Insert 50% of MBE overall goal)</p> <p>(c) _____ % (Insert subgoal for classification checked in Column 2, if applicable)</p> <p>Percentages for purposes of calculating achievement of MBE Participation goals:</p> <ul style="list-style-type: none"> <li>➤ For MBE Overall goal – Use lesser of (a) or (b)</li> <li>➤ For MBE Subgoal – Use lesser of (a) or (c)</li> <li>➤ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.</li> </ul>

Check here if Continuation Sheets are attached.



**MDOT MBE FORM B**  
**STATE-FUNDED CONTRACTS**  
**PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL**  
**AS DIRECTED IN THE INVITATION TO BID/ REQUEST FOR PROPOSALS.**

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 MBE Directory for each of the MBE firms listed in Part 2 of this MBE Form B for purposes of achieving the MBE participation goals and subgoals that were identified in the MBE Form A that I submitted with this solicitation, and that the MBE 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 MBE Form B.

The undersigned Prime Contractor hereby certifies and agrees that they have 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 MBE 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-23-008, 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 MBE FORM D STATE-FUNDED CONTRACTS

### MBE 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/OFFEROR 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 MBE FIRM LISTED IN THE MBE 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. \_\_\_\_\_, such Prime Contractor will enter into a subcontract with \_\_\_\_\_ (Subcontractor's Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ (if subcontractor previously listed is also the MBE firm, please restate name and provide MBE Certification Number) which will receive at least \$ \_\_\_\_\_ (Total Subcontract Amount) which is \_\_\_\_% (Percent) of the Total Contract Value, 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 MBE 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 MBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE MBE FIRM.**

## VSBE Utilization Affidavit and Prime/Subcontractor

(submit with Bid/Proposal)

This document **MUST BE** included with the Proposal. If the Offeror fails to complete and submit this form with the Proposal, the procurement officer may determine that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Proposal submitted in response to Solicitation No. MAA-SV-23-008, I affirm the following:

1.  I acknowledge and intend to meet the overall verified VSBE participation goal of 1%. Therefore, I will not be seeking a waiver.

**OR**

- I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 Business Days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.
- (a) Subcontractor Project Participation Statement (**Section XI.3E**); and
- (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.
4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those goods and services for which they are verified.

## VSBE Subcontractor Participation Schedule

<b>Prime Contractor:</b>	<b>Project Description:</b> <b>Multicultural Marketing, Advertising, &amp; Media Services at BWI Thurgood Marshall and MTN State Airports</b>	<b>PROJECT/CONTRACT NUMBER:</b> <b>MAA-SV-23-008</b>
--------------------------	--	---

List Information for Each Verified VSBE Prime Contractor or Subcontractor On This Project

Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:

Continue on a separate page, if needed.

### SUMMARY

**TOTAL VSBE Participation:** \_\_\_\_\_%

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

PLEASE PRINT OR TYPE

Company: \_\_\_\_\_  
*Company Name (please print or type)*

Printed Name: \_\_\_\_\_  
*Printed Name*

Title: \_\_\_\_\_  
*Title*

Address: \_\_\_\_\_  
*Company Address*

By: \_\_\_\_\_  
*Signature of Authorized Representative*

Date: \_\_\_\_\_  
*Date*

E-2

**VSBE Subcontractor Participation Statement**

Please complete and submit one form for each verified VSBE listed on E-1 within 10 Business Days of notification of apparent award.

\_\_\_\_\_ (prime contractor) has entered into a contract with \_\_\_\_\_ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor (Firm Name, Address, Phone):	Project Description:
Project Number:	Total Contract Amount: \$
Name of Veteran-Owned Firm:	DUNS Number:
Address:	FEIN:
Work to Be Performed:	
Percentage of Total Contract Amount:	Total Subcontract Amount: \$

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

**Prime Contractor**

**Subcontractor**

Printed Name: \_\_\_\_\_  
*Printed Name*

Title: \_\_\_\_\_  
*Printed Title*

By: \_\_\_\_\_  
*Signature of Authorized Representative*

Date: \_\_\_\_\_  
*Date*

Printed Name: \_\_\_\_\_  
*Printed Name*

Title: \_\_\_\_\_  
*Title*

By: \_\_\_\_\_  
*Signature of Authorized Representative*

Date: \_\_\_\_\_  
*Date*

## VSBE Utilization Affidavit and Prime/Subcontractor

(submit with Bid/Proposal)

This document **MUST BE** included with the Proposal. If the Offeror fails to complete and submit this form with the Proposal, the procurement officer may determine that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Proposal submitted in response to Solicitation No. MAA-SV-23-008, I affirm the following:

1.  I acknowledge and intend to meet the overall verified VSBE participation goal of 1%. Therefore, I will not be seeking a waiver.

**OR**

- I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 Business Days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.
- (a) Subcontractor Project Participation Statement (**Section XI.3E**); and
- (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.
4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those goods and services for which they are verified.

## VSBE Subcontractor Participation Schedule

<b>Prime Contractor:</b>	<b>Project Description:</b> <b>Multicultural Marketing, Advertising &amp; Media Services at BWI Thurgood Marshall and MTN State Airports</b>	<b>PROJECT/CONTRACT NUMBER:</b> <b>MAA-SV-23-008</b>
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List Information for Each Verified VSBE Prime Contractor or Subcontractor On This Project

Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:

Continue on a separate page, if needed.

### SUMMARY

**TOTAL VSBE Participation:** \_\_\_\_\_%

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

PLEASE PRINT OR TYPE

Company: \_\_\_\_\_  
*Company Name (please print or type)*

Printed Name: \_\_\_\_\_  
*Printed Name*

Title: \_\_\_\_\_  
*Title*

Address: \_\_\_\_\_  
*Company Address*

By: \_\_\_\_\_  
*Signature of Authorized Representative*

Date: \_\_\_\_\_  
*Date*



E-2

**VSBE Subcontractor Participation Statement**

Please complete and submit one form for each verified VSBE listed on E-1 within 10 Business Days of notification of apparent award.

\_\_\_\_\_ (prime contractor) has entered into a contract with \_\_\_\_\_ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor (Firm Name, Address, Phone):	Project Description:
Project Number:	Total Contract Amount: \$
Name of Veteran-Owned Firm:	DUNS Number:
Address:	FEIN:
Work to Be Performed:	
Percentage of Total Contract Amount:	Total Subcontract Amount: \$

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

**Prime Contractor**

**Subcontractor**

Printed Name: \_\_\_\_\_  
*Printed Name*

Title: \_\_\_\_\_  
*Printed Title*

By: \_\_\_\_\_  
*Signature of Authorized Representative*

Date: \_\_\_\_\_  
*Date*

Printed Name: \_\_\_\_\_  
*Printed Name*

Title: \_\_\_\_\_  
*Title*

By: \_\_\_\_\_  
*Signature of Authorized Representative*

Date: \_\_\_\_\_  
*Date*

**SECTION XI.1 PRICE PROPOSAL FORM  
 COMPREHENSIVE ADVERTISING & MARKETING  
 SERVICES at BWI THURGOOD MARSHALL & MTN AIRPORTS  
 MAA-SV-23-008**

Pursuant to Request for Proposals No. MAA-SV-23-008 for the right and privilege of conducting Multicultural Marketing, Advertising, and Media Services at Baltimore/Washington International Thurgood Marshall (BWI Thurgood Marshall) and Martin State (MTN) Airports, the undersigned hereby submits a Financial Proposal for the provision of such services based on and subject to the terms, provisions, and conditions contained in the Maryland Department of Transportation Maryland Aviation Administration’s Request for Proposals No. MAA-SV-23-008 which document has been read by the undersigned and to which the undersigned agrees.

The undersigned hereby agrees to conduct Multicultural Marketing, Advertising, and Media Services as presented in the Request for Proposals and proposes to charge the Administration the following Costs for the services performed as provided in the Request for Proposals:

**TOTAL MODEL LABOR PRICE.** The Financial Proposal will be evaluated per the Total Model Labor Price calculated below and is for purposes of price proposal evaluation only. The Contract awarded as a result of this RFP/procurement will be based on the All-Inclusive Hourly Labor Rates as the invoicing unit rate for contract services performed. The All-Inclusive Hourly Labor Rates offered shall include all direct and indirect expenses including general administration, overhead, and profit. Record the offered “All Inclusive Hourly Labor Rates” in Column A. Multiply the offered unit rates in Column A by the “Model Labor Hours” in Column B, and record the resulting number in Column C. Sum Column C and record at Line D in writing.

	<b>A</b>	<b>B</b>	<b>C</b>
<b>Labor Category</b>	<b>All Inclusive Hourly Labor Rates</b>	<b>Model Labor Hours*</b>	<b>Extension (Column A multiplied by Column B)</b>
ACCOUNT SUPERVISOR	\$	110	\$
ACCOUNT EXECUTIVE	\$	315	\$
DIGITAL STRATEGIST EXPERT	\$	55	\$
DIGITAL EXECUTIVE, INTERACTIVE	\$	150	\$
DIGITAL EXECUTIVE, WEBSITE	\$	50	\$
ACCOUNT ASSISTANT/TRAFFIC	\$	135	\$
MEDIA STRATEGIST	\$	140	\$
MEDIA BUYER	\$	170	\$
CREATIVE SUPERVISOR	\$	200	\$
CREATIVE DESIGNER	\$	90	\$
ART DIRECTOR	\$	200	\$
COPYWRITER	\$	90	\$
PRINT PRODUCTION SUPERVISOR	\$	75	\$

BROADCAST PRODUCTION SUPERVISOR	\$	90	\$
MARKET RESEARCH	\$	25	
PUBLIC RELATIONS ACCOUNT SUPERVISOR	\$	80	\$
PUBLIC RELATIONS ACCOUNT EXECUTIVE	\$	25	\$
<b>D. TOTAL ANNUAL MODEL LABOR PRICE</b> = (Sum of Column C):			<b>\$</b>
*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.			

E. TOTAL ANNUAL MODEL LABOR PRICE from D x 5 years = TOTAL CONTRACT MODEL LABOR PRICE \$ \_\_\_\_\_ x 5 = \$ \_\_\_\_\_.

F. TOTAL CONTRACT MODEL LABOR PRICE (written in words) =

\_\_\_\_\_ DOLLARS AND/100

**PROPOSAL OFFER:** The undersigned Offeror/Proponent hereby submits this proposal in response to the Maryland Aviation Administration’s (Administration) Request for Proposals (RFP) issued March 18, 2022 with regard to the solicitation named above.

By submitting this proposal/offer, the Offeror warrants it is a financially responsible entity and has the capacity and capability to execute the work as described in the RFP in accordance with the requirements of the RFP. It warrants it has carefully examined the RFP and Solicitation Documents for the above project, including the MDOT Terms and Conditions for Services, March 2022 as amended, and hereby offers to the Administration to execute the work in the manner described in the technical offer as submitted.

The Offeror hereby further acknowledges the requirement to carry, and indicates the ability to obtain, the insurance required for the project services. (Requirements are found in SP-1.04 and specific contract requirements published in the RFP.) (Initial Here) \_\_\_\_\_

The Offeror hereby acknowledges receipt, if any, of all Addendum 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.

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.

Attest:

**Corporate Principal**

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

In presence of:

Witness:

**Co-Partnership Principal**

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

In presence of:

Witness:

**Individual Principal/Owner**

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm: \_\_\_\_\_