

**BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665**



REQUEST FOR PROPOSAL NO. P-10000001

**TOURISM CREATIVE REBRAND AND
WEBSITE REDEVELOPMENT**

Due Date: 08/24/2022, Time: 3:00 PM

Pre-Bid Conference: 07/29/2022, Time: 2:00 PM

Christine Carpenter, Staff Buyer, CMPO

PHONE: 410-887-3361

EMAIL: ccarpenter@baltimorecountymd.gov

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Purchasing web site (www.baltimorecountymd.gov/purchasing) to obtain amendments once they have downloaded a solicitation.

BIDDER CHECK LIST

- ☐ Have you signed your bid?
- ☐ Have you signed the Procurement Affidavit?
- ☐ Have you filled out all applicable forms?
- ☐ Have you returned the original? (and required duplicate copies when required?)
- ☐ Have you signed and returned amendments?
- ☐ Have you included the bid bond, if required?
- ☐ Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)

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NO. P-10000001
TOURISM CREATIVE REBRAND AND WEBSITE DEVELOPMENT
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BALTIMORE COUNTY, MARYLAND

General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope/carton or electronically as specified in the General Conditions. All bids must be clearly identified with the SOLICITATION NUMBER and the DUE DATE and TIME for mailed and/or hand-delivered submittals and SOLICITATION NUMBER for electronic submittals. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the

bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder's responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

1.10 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

2. Award of Solicitations

2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall

make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

3. Reservations

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County's sole discretion.

4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

5. Competition

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

5.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

5.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.

5.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

5.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all

reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default:

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

7.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

8. Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or subcontractor. In accordance with the **Executive Order 2017-003 dated July 27, 2017**, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." Refer to the section entitled Minority Business Enterprise and Women Business Enterprise Requirements (MBE/WBE) for the current required goal. MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

9.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County verifies the company's status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a "Certificate of Status") issued by the Maryland Department of Assessment and Taxation's ("SDAT") Charter Division, and the State of Organization.

17.2 For information on registering to do business in the State of Maryland or to download SDAT related forms visit the Maryland Department of State Department of Assessments & Taxation at <https://businessexpress.maryland.gov/>. If you need additional assistance call (410) 767-1184.

17.3 Baltimore County requires the successful bidder to be in "good standing" (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful bidder's status with SDAT. Non-compliance to this section may result in a delay in contract award or rejection of a bid.

18. Eligibility of Candidates for Employment:

18.1 The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.

18.2 Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

19. Warranty:

19.1. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in

material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County's satisfaction.

19.2. Should a manufacturer's or service provider's warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

19.3. All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.

19.4. The contractor warrants that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

20. American Manufactured Goods Required for Public Works:

20.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

20.2 This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

21. Requests for Proposals: In addition to aforementioned instructions, the following apply to Requests for Proposals (RFP).

21.1 All RFP proposals submitted shall be valid for 180 days following the closing date noted, unless otherwise specified in the bid documents. This period may be extended by mutual written agreement between offerors and the County. Proposals may not be withdrawn during this period.

21.2 Modifications: The County may, at any time by written order, make changes within the general scope of a contract including, but not limited to, changes (1) in any designs or specifications; (2) in the method, quantity, or manner of performance of the work; (3) in any County-furnished facilities, equipment, materials, services, or property; or (4) directing acceleration in the performance of the work. No change, modification or revision shall be binding upon the County, unless made in writing by its authorized representatives.

21.3 Subcontracting and Assignment: All sub-contracting arrangements require prior approval of the County. The Contractor shall not assign, transfer, convey, delegate, subcontract, or otherwise dispose of any award of any or all of its rights, title, or interest therein, without the prior written consent of the County, which shall not be unreasonably withheld.

21.4 *Additional Reservations for RFP's*

21.4.1 This RFP creates no obligation on the part of the County to compensate offerors for proposal preparation expenses. The County reserves the right to award a contract based upon proposals received without further negotiation and may do so; offerors should not rely upon the opportunity to alter their proposals during discussions.

21.4.2 The County reserves the right to waive minor irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award. The County reserves the right to cancel this RFP, in whole or in part, any time before the closing date.

21.5 Confidentiality: Offerors must specifically identify any portions of their proposals deemed to contain confidential information, proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not be conclusive, and offerors may be required to justify why such material should not, upon written request, be disclosed by the County under the Public Information Act, General Provisions Article, Title 4, of the Annotated Code of Maryland, as amended. The County may disclose such information if required by law, court order or subpoena.

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and I am duly authorized to represent and bind [business name] _____ (the "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. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 6-225 of the Criminal Procedure Article of the 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]:

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, 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 arising out of 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, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) 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 subsection (1), (2), (3), or (4) above;

(6) 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;

(7) 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 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]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in 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 proceeding, 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]:

E. 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]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the 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.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its employees, have in any way:

(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 take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$200,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business was formed in the State of *(Insert State Name)*: _____

(2) The Business is a *(please select one)*:

- ☐ Corporation
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Limited Liability Partnership
- ☐ Sole Proprietor
- ☐ Other: _____

(If sole proprietor #3 below does not apply, continue to #4.)

(3) Is this business registered with the Maryland State Department of Assessments and Taxation ("SDAT") in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

☐ Yes ☐ No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? ☐ Yes ☐ No

b. Registered Agent as shown in SDAT:

Name: _____

Address: _____

c. If not, is the business in good standing in the formed in State of origination? ☐ Yes ☐ No

(4) Except as validly contested, has the -Business -paid, or -arranged for payment of, all taxes due the State of Maryland and Baltimore County, and -filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and -paid all withholding taxes due the State of Maryland prior to final settlement?

☐ Yes ☐ No

J. 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 or agent 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 or agent, any fee or other consideration contingent on the making of the Contract.

K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, status as a veteran or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

- (1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.
- (2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of \$2 million or more under the contract outside the United States. This provision

applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:

- a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
- b. If the services under the contract are anticipated to be performed outside the United States;
- c. Where the services will be performed; and
- d. The reasons why it is necessary or advantageous to perform the services outside the United States.

(3) Indicate below whether or not the Business has information to disclose. (***You must check one of these***)

☐ The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.

☐ The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.

i. The services will be performed in the following location:

ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _____

M. **AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN**

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

- i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article ; or
- ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business' investment activities in Iran.

N. **ACKNOWLEDGMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) 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 Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) 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, AFTER DILIGENT INQUIRY.

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)



First Source Hiring Agreement Overview

What is First Source Hiring?

Baltimore County's First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County's workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs. The intent of First Source is to connect these individuals with new jobs that are generated by the County's investment in contracts or public works; or by business activity that requires approval by the County's Department of Economic and Workforce Development.

The goals of the First Source Hiring Agreement are to:

- Increase awareness of the resources, services and potential benefits available to help Baltimore County employers meet their workforce needs; and,
- Give economically disadvantaged individuals the first opportunity to apply for new jobs in Baltimore County.

Which businesses can participate in First Source Hiring?

1. Businesses who have leases with the County or on County property; or,
2. Businesses with County contracts for goods, services, and grants in excess of \$100,000 which are projected to create new jobs/positions to fulfill contract terms

How can first source help your business?

Baltimore County Department of Economic & Workforce Development's (DEWD's) Business Services Team can help coordinate recruitment services with our workforce partners in collaboration with our three Baltimore County Career Center locations to assist with finding pre-screened, qualified candidates. Available services may include but are not limited to:

- Posting and promotion of employment opportunities through our network of service providers
- Access to diverse talent pools from within Baltimore County's workforce system
- Access to Baltimore County Career Centers for coordinated recruitment/interviewing activities
- Referral of pre-screened, qualified candidates for employer consideration
- Assistance with using the Maryland Workforce Exchange - a statewide job database and candidate matching platform

- Information on earning tax credits and other employer benefits for new hires (if applicable)
- Workforce and Business Services staff to assist you throughout your recruitment efforts

I'd like to participate in First Source Hiring...Where do I start?

Step #1: Register your business with the [Maryland Workforce Exchange](#). This is an online database to track First Source Hiring job opportunities. As an employer, the Maryland Workforce Exchange can help you promote job openings, search for qualified candidates and share placement information.

Step #2: Businesses or non-profits who receive a non-construction or professional services contract from Baltimore County over \$100,000 are required to project the number of job openings they expect during the contract period. After registering your business with [Maryland Workforce Exchange](#), complete the **First Source Hiring Description Form** and email it to the Baltimore County Department of Economic and Workforce Development (DEWD) at firstsourcehire@baltimorecountymd.gov . If you have any questions about registering with MWE or completing the form, contact our office at 410-887-8000.

Step #3: Once you are registered in MWE and Baltimore County receives your **First Source Hiring Description Form** via email, you will be contacted by a member of the Business Development Team to assist with recruitment for your open positions.

Helpful Tips:

Businesses that qualify are asked to post their openings with Baltimore County's First Source Hiring network of service providers, and offer the County the first opportunity to refer qualified candidates to those positions. While the agreement does not require an employer to hire a specific candidate, it does ask that employers make a good faith effort to hire referrals from the County's workforce development system. We ask that employers would report basic information for any new hires by entering the placement data in the Maryland Workforce Exchange, or by completing an Employment Verification and Employer Survey Form (see FORM 2 attached) or via email at the completion of your recruitment activities.

Company Name	Contact Name
Company Address	City, MD
E-mail Address	Telephone
Acknowledgment Signature	Date

INTENT TO BID FORM

Solicitation No:

Title:

Submittal of this form allows us to complete our vendor responsibility review prior to the proposal opening for those vendors that intend to submit a proposal. Submittal of this form in no way obligates your company to submit a proposal. Please email the completed form to **(Buyer email address)** by **(Date)**, **(Time)**.

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.**
 - ☐ Time allotted for completion of the Bid/Proposal is insufficient.
 - ☐ Start-up time is insufficient.
 - ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
 - ☐ Other: _____
-
-

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

E-mail Address: _____

Taxpayer Identification Number (TIN) and Certification**(Substitute for IRS Form W-9)****COMPLETE BOTH SIDES OF FORM**

Baltimore County, Maryland
Office of Budget and Finance
400 Washington Avenue, Room 148
Towson, Maryland 21204

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

SIDE 1

List your **legal business name** below, **as shown on your income tax return**. **Sole proprietors** should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For **limited liability companies (LLC)** that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For **limited liability companies** that are corporations, partnerships, etc., enter the business name on Name line (1).

1. Name (as shown on your income tax return)

2. Business name, if different from above

Address

City State ZIP Code

Remittance Address, if different from above

City State ZIP Code

Contact Person Title

Phone Number () - Ext: Fax Number () -

E-mail address

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

Social Security Number

□ □ □ □ -- □ □ □ □ □ □

OR

Employer Identification Number

□ □ □ □ -- □ □ □ □ □ □ □ □

IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING

IF YOU ARE TAX-EXEMPT, EXPLAIN:

Filing Status (Ownership) (LLC is not acceptable)

Individual Sole Proprietor

Corporation Partnership

Other: (explain)

CERTIFICATION:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Signature of U.S. Person

Date

SIDE 2

MBE / WBE Certification	
Maryland Department of Transportation (MDOT) Certification #: _____ Certification Date: _____ / _____ / _____ Pending: _____	City of Baltimore Certification #: _____ Certification Date: _____ / _____ / _____ Pending: _____

Business Ownership (Check Only One)					
	G	Government Entity		O	Other: _____
	H	Disabled		P	Non Profit
	MA	Minority-owned, Not small business		W	Woman-owned, Small business
	M	Minority-owned, Small business		WA	Woman-owned, Not small business
	NS	Non-minority-owned, small business		X	Woman-owned, Minority, Small business
	NL	Non-minority-owned, Large business		XA	Woman-owned, Minority, Not small business

Type of Business/Organization			
	Association		Attorney
	Government Entity		Educational Institution
	Medical Service Provider		Non-profit Organization
	Other: (explain)		Financial Institution

Ethnicity of Ownership (Check Only One)					
	A	Asian American		I	American Indian/Alaskan Native
	B	African American		N	Non-minority
	H	Hispanic American		O	Other Ethnic Group: _____

Incorporation	
Incorporation State: _____ OR Date Business Started _____ / _____ / _____	

Signature		
I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.		
Signature: _____	Title: _____	Date: _____



BALTIMORE COUNTY, MARYLAND

INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include **Baltimore County, Maryland** as an additional insured.

1.4 Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - \$1,000,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:

- (a) Independent Contractor's coverage;
- (b) Completed Operations and Products Liability coverage; and
- (c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability \$1,000,000 any one accident

2.2.2 Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

2.4 Other

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.

BALTIMORE COUNTY, MARYLAND
USE OF MINORITY BUSINESS ENTERPRISES AND WOMEN'S BUSINESS ENTERPRISES
IN
COUNTY CONTRACTS
MBE/WBE Plan Package



Office of Budget and Finance
Historic Courthouse
400 Washington Ave
Towson, Maryland 21244
410-887-3407

www.baltimorecountymd.gov/go/mwbe

@BaCoBiz4All



PROSPECTIVE BIDDERS/OFFERORS

Baltimore County Executive Order 2017-003 Use of Minority Business Enterprises and Women's Business Enterprises states:

SECTION 6. BID REQUIREMENTS.

(A)(1) All bidders shall submit a list of all subcontractors contacted in preparation of their bid package or proposal.

(2) The list shall include the service to be performed, bid amount, and the race/ethnicity/gender of the business owner(s).

(B)(1) All bidders shall submit a list of all subcontractors to be used on a county contract in the bid package.

(2) This list shall include all subcontractors (both MBE/WBE and non MBE/WBE) used, the service to be performed, the total amount to be paid, and the race/ethnicity/gender of the owner.

If the solicitation includes a MBE/WBE **subcontracting** goal, you **MUST** demonstrate “**Good Faith**” effort either by:

1. Complete and sign FORM A, FORM B (to include FORM B-Prime if MBE/WBE Prime wishes to count towards the goal) and FORM C **listing all subcontractors** with the initial bid submission.
 - a. *All Forms must be completed and signed. However, FORM C **MUST** be completed and signed by both the prime and the MBE/WBE subcontractor.*
- OR**
2. If you are unable to meet any portion of the goal, you **MUST** do one of the following:
 - a. If you are requesting a **partial waiver**, complete and sign FORM A with initial bid submission. FORM B (to include FORM B-Prime if MBE/WBE Prime wishes to count towards the goal) and FORM C (**listing all subcontractors**). In addition, complete, sign and submit FORM D and FORM E **accompanied with all supporting documentation** for the portion of the goal that will not be achieved as specified on FORM A.
 - b. If you are requesting a **full waiver**, complete and sign FORM A indicating your intent to request a full waiver **accompanied with a completed and signed FORM C listing all subcontractors**, FORM D and FORM E **accompanied with all supporting documentation. This MUST be submitted with the initial bid as specified on FORM A.**
 - c. *All Forms must be completed and signed. FORM C and FORM D **MUST** be completed and properly signed by both the Prime AND the MBE/WBE subcontractor(s).*

NOTE: The MBE/WBE **subcontracting** goal applies to **ALL** prime/general contractors including certified and non-certified minority and women owned firms. **However, a Minority-owned or a Women-owned prime may self-perform up to 50% of MBE/WBE subcontracting goal set in the solicitation. The MBE/WBE primes that wish to count towards the goal must list themselves on all appropriate forms.**

BALTIMORE COUNTY, MARYLAND **MBE/WBE PARTICIPATION SUMMARY**

Executive Order: Minority business enterprises and women business enterprises (MBE/WBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in certain circumstances, in part with County funds. Accordingly, on July 27, 2017, the County Executive adopted the EXECUTIVE ORDER No. 2017-003 addressing MBE/WBE participation in County contracts. The July 27, 2017 Executive Order may be found on the Baltimore County website at www.baltimorecountymd.gov/go/mwbe.

Each Contract: The County shall establish a minimum MBE/WBE participation amount for each contract, as applicable.

Bidder/Offeror Responsibility: The bidder/offeror shall ensure that MBE/WBE participation occurs in accordance with the contract requirements and the County Executive's Executive Order. All bidder/offerors shall ensure that MBE/WBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidder/offerors and contractors shall not discriminate on the basis of race, color, national origin, disability or sex in the award and performance of any County contract.

APPROVED MBE/WBE LISTINGS

Published compilations of approved and certified MBE/WBE, contractors, subcontractors, material suppliers, etc. include:

1. DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):
http://mbe.mdot.state.md.us/directory/search_select.asp
2. MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:
<http://cityservices.baltimorecity.gov/mwboo/>

BIDDER/OFFEROR'S ACTIONS

Seeking Firms: The bidder/offeror will seek commitments by subcontract or otherwise from MBE/WBE firms for supplies and/or services, any combined value of which equals or exceeds the required percentage of MBE/WBE participation goal for the County contract. However a MBE/WBE Prime that affirms its MBE/WBE status on the Minority and/or Women Prime Participation Affidavit may count up to 50% of the goal.

Expenditures for Materials and Supplies: A bidder/offeror may count toward its MBE/WBE contract requirements, all expenditures for materials and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of the materials and supplies.

Information to be supplied: All bidder/offerors shall submit the following information to the County at the time of bid submission:

1. The name of an employee designated as the bidder/offeror's liaison to the County's Minority Business Enterprise Unit.
2. The following forms shall be completed and submitted
 - Certified MBE/WBE Utilization and Fair Solicitation Affidavit (**Form A**); from among those names appearing in the Approved MBE/WBE Listings (excepting Federal Highway Administration projects, which exclusively require DBE approved and certified by the Maryland Department of Transportation Certification Committee);
 - A MBE/WBE Participation (**Form B**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.

BALTIMORE COUNTY, MARYLAND **MBE/WBE PARTICIPATION SUMMARY**

- A MBE/WBE Disclosure and Participation Statement (**Form C**) completed and signed by the prime contractor and MBE/WBE firms for each MBE/WBE listed on the Form. Form C must match what is stated on Form B.
 - If applicable, MBE/WBE Subcontractor Unavailable Certificate (**Form D**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
3. If applicable, MBE/WBE Outreach Efforts - Compliance Statement (**Form E**) completed and signed by the Bidder/Offeror. The prime shall submit a list of all subcontractors.
 4. For DPW contracts, if the bidder/offeror intends to fulfill the MBE/WBE requirements by use of a joint venture, he/she must submit a Joint Venture Disclosure Affidavit (**Form D-EEO-006-A** and **B** showing the extent of MBE/WBE participation. If a bidder/offeror intends to use a MBE/WBE joint venture as a subcontractor to meet its MBE/WBE requirements, the affidavit must be submitted through the bidder/offeror by the proposed subcontractors and signed by all parties.
 5. If the bidder/offeror's proposed MBE/WBE participation does not meet the MBE/WBE contract requirements, information sufficient to demonstrate that the bidder/offeror has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

RECORDS AND REPORTS

Returning Records: The bidder/offeror must keep such records as are necessary to determine compliance with its MBE/WBE utilization requirements:

1. The MBE/WBE and non-minority contractors, type of work being performed, actual values of work and services.
2. Documentation of all correspondence, contacts, telephone calls, etc., to obtain MBE/WBE services for the contract.
3. All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion and/or upon written request may require additional reports regarding MBE/WBE.

Retaining Records: All MBE/WBE records must be retained for 3 years following the expiration or any earlier termination of the contract and shall be available for inspection and photocopying by the County.

Investigation and Notification: Whenever the County believes the bidder/offeror, contractor, or any subcontractor may not be operating in compliance with the MBE/WBE requirements, the County may, in its sole discretion, conduct an investigation. If the County finds the bidder/offeror, contractor, or any subcontractor is not in compliance with the MBE/WBE requirements, the County may exercise any and all rights and remedies available to the County, under the contract, at law or equity, as deemed applicable and appropriate by the County in its sole discretion.

DETERMINATION OF BID RESPONSIVENESS

Request for Deviation: If the bidder/offeror is unable to procure from MBE/WBE firms (by subcontract or otherwise), supplies and services, any combined value of which equals the required percentage of the total value of the contract, the bidder/offeror may request, in writing, a deviation or waiver of the contract requirements. To obtain such a waiver, the bidder/offeror must submit the following information at the time bids are due:

BALTIMORE COUNTY, MARYLAND **MBE/WBE PARTICIPATION SUMMARY**

The request for waiver request shall include (1) a signed unavailability statement (Form D) executed by all MBEs and WBEs that the bidder/offeror solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder/offeror's good faith efforts to comply with the contract requirements, including copies of solicitation documentation to all potential subcontractors:

Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder/offeror contacted each MBE/WBE; and

Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

Bid Rejection: The failure of any bidder/offeror (including the apparent low bidder/offeror) to provide a responsive MBE/WBE Plan as required by the solicitation may result in the bidder/offeror being deemed non-responsive and the County's rejection of the bid.

Liquidated Damages If the County issues a notice of intent to awards contract to the apparent low bidder/offeror who provided a responsive MBE/WBE Plan, but, if after said notice and before execution of Contract Documents, it is determined by the County that the apparent low bidder/offeror has failed to comply with the MBE/WBE Plan, such failure may result in the recommendation by the appropriate Procurement Official to annul the award and forfeit the bidder/offeror's Proposal Guaranty to the County, not as a penalty, but as liquidated damages, it being acknowledged that actual damages will be difficult if not impossible to accurately measure. In addition, the County may proceed as it determines to be in its best interest, including but not limited to, the Notice of Award may be made to the next lowest responsive and responsible bidder/offeror or the work may be re-advertised.

Contract Breach: If, after execution of a County contract, the contractor becomes aware it may or will fail to fulfill the applicable MBE/WBE requirements and/or may or will deviate from the contractor's bid response/contract terms, the contractor shall promptly advise the County of this in writing. Thereafter, the County will determine what action or remedy is appropriate on a case-by-case basis, in the County's sole discretion.

Approval Required for Changes: Any and all changes to the MBE/WBE subcontractors or the type or amount of work to be performed by such subcontractors during the contract term must be mutually agreeable to the County and the contractor and shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor.

Cooperation in Reviews: The bidder/offeror will cooperate with the County in any reviews of the contractor's procedures and practices with respect to MBE or WBE firms, which the County may from time to time conduct in its sole discretion.

Other: If the documents used to determine the contractor's efforts, achievement of, and/or the status of an MBE/WBE requirement or fulfillment thereof contain false, misleading or misrepresented information, the contractor may be declared in breach of the contract and the County may take any and all actions and/or remedies available to the County under the contract, at law, or in equity. If an MBE/WBE is disqualified by any public entity, including but not limited to, Baltimore City, the State or MDOT, at any time after award or during the term of the contract, the County may, in its sole discretion, require the prime contractor to promptly submit for County approval, the contractor's plans for fulfilling the required MBE/WBE participation under the contract, and/or request such detail and additional information as the County, in its discretion deems appropriate.



PRIME CONTRACTOR MINORITY AND WOMEN PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]_____ and the duly authorized representative of [business]_____
_____ (the "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. AFFIRMATION REGARDING MINORITY AND WOMEN PARTICIPATION

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the July 27, 2017 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) "Minority Business Enterprise" or "MBE" means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) "Women's Business Enterprise" or "WBE" means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

_____ The Prime is a MBE ☐ or WBE ☐

☐ Maryland State Department of Transportation (MDOT) # _____

☐ City of Baltimore # _____

☐ Name Other Jurisdiction: _____ # _____

☐ The ownership of the Noncertified MBE/WBE business consists of _____% minorities and _____% women (for a total of _____%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent ownership.

_____ % African American _____ % Hispanic American _____ % Women
_____ % Asian American _____ % Native American _____ % Disadvantaged (DBE)

_____ The MBE/WBE prime anticipates meeting up to 50% of the stated participation goal with its own workforce.
MBE/WBE primes percentage must be stated on the MBE/WBE PRIME PARTICIPATION SCHEDULE (FORM B) to count towards the goal.

_____ The prime ☐ anticipates ☐ does not anticipate utilizing subcontractors for _____% of the work of the contract requirements, of which it anticipates _____% will be MBEs and _____% will be WBEs.

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's Name and Title)

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: *If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.*

* * * * *

I acknowledge the goal for solicitation #_____ is a minimum of _____. This goal must be met by any combination of the MBE/WBE subcontractors. However, for instances where the Prime is counting up to 50% of the goal, the remaining goal balance must be met by any combination of the MBE/WBE subcontractors.

- The goal breakdown is as follow::
 - _____ % Minority/Women Prime
 - _____ % for certified MBE-owned businesses and/or
 - _____ % for certified WBE-owned businesses.

I have made a good-faith effort to achieve this MBE/WBE solicitation requirement. If awarded the contract, I will comply with this MBE/WBE contract requirement and will continue to use my best efforts to increase MBE/WBE participation during the contract term.

PLEASE CHECK ONE BOX (EITHER 1, 2, OR 3)

- 1 ☐ Prime has met the MBE/WBE contract requirements for this solicitation and contract. I submit the Subcontractor Participation Form B and Form C, along with this Affidavit, which details how the Prime will achieve the contract requirements. Submit a complete list of all additional subcontractors
- Or**
- 2 ☐ After having made a good-faith effort to achieve the MBE/WBE requirements, the Prime can only achieve partial success. I submit the Subcontractor Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the Prime will partially achieve the contract requirements. Submit a complete list of all additional subcontractors

I request a partial waiver and will meet the following MBE/WBE participation goals:

- Partial waiver of MBE/WBE subcontract participation::
 - _____ % Minority/Women Prime
 - _____ % for certified MBE-owned businesses and/or
 - _____ % for certified WBE-owned businesses.

Or

- 3 ☐ After having made a good faith effort to achieve the MBE/WBE requirements for this contract, the Prime is unable to achieve the requirements and/or sub requirements for this contract. I submit the MBE/WBE Participation Form D and Form E, along with this Affidavit, which details the steps the Prime has taken in an attempt to achieve the contract requirements. Therefore, I request a full waiver.

IF YOU HAVE CHECKED BOX 2 OR 3, THE FOLLOWING IS APPLICABLE:

- 1) If a bidder is unable to comply with the goals established in a bid for a project, the bidder may submit a request for a waiver at the time of bid submission. However, occasions for granting waivers will be limited.

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

- 2) The request for waiver shall include documentation that demonstrates the bidder's good faith efforts to comply with the goals, including:
- (I) Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and
 - (II) Copies of solicitation documentation to include the scope of services to be performed by the subcontractors accompanied with the following:
 - (a) Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each; and
 - (b) Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.
 - (c) Responses from MBE/WBE firms contacted to fulfill the goal.

As I have checked Box 2 or 3 of this Affidavit, I understand I must submit the following supporting documentation with the bid:

- *Subcontractor Participation Schedule* (Form B)
- *Subcontractor Disclosure and Participation Statement* (Form C)
- *MBE/WBE Subcontractors Unavailable Certificate* (Form D) (if applicable)
- *MBE/WBE Outreach Efforts – Compliance Statement* (Form E) (if applicable)

I acknowledge that the MBE/WBE subcontractors/suppliers listed on the *Subcontractor Participation Schedule* (Form B) will be used to accomplish the percentage of MBE/WBE participation that the Prime shall achieve. A fully executed Form C must match Form B.

In the solicitation of subcontract quotations or offers, MBE/WBE subcontractors were provided the same information and amount of time to respond, as were non-MBE/WBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE/WBE subcontractors at a competitive disadvantage to non-MBE/WBE subcontractors.

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

Bidder/Offeror Name

Phone Number

Address

Affiant Signature

Address (continued)

Printed Name & Title

E-mail address

Date

BALTIMORE COUNTY, MARYLAND

SUBCONTRACTOR PARTICIPATION SCHEDULE

(FORM B)

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

Prime Name	Prime Address, Telephone Number and Email
Bid/Proposal Name and Number	Project Location
1. Subcontractor Name and Tax ID	Base Bid _____ \$ _____ Subcontractor Address
Telephone Number _____ Fax Number _____ Select One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status (If applicable): <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> African American <input type="checkbox"/> Alaska Native <input type="checkbox"/> Corporation <input type="checkbox"/> Asian American <input type="checkbox"/> Pacific <input type="checkbox"/> Asian American Sub-continent </div> <div style="width: 45%;"> <input type="checkbox"/> Disabled <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Female <input type="checkbox"/> American Indian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Small Business <input type="checkbox"/> Other </div> </div>
NAICS Code(s), Work to be Performed and Dollar Amount	Percent of Total Contract
2. Subcontractor Name and Tax ID	Subcontractor Address
Telephone Number _____ Fax Number _____ Select Once: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable; <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> African American <input type="checkbox"/> Alaska Native <input type="checkbox"/> Corporation <input type="checkbox"/> Asian American <input type="checkbox"/> Pacific <input type="checkbox"/> Asian American Sub-continent </div> <div style="width: 45%;"> <input type="checkbox"/> Disabled <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Female American Indian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Small Business <input type="checkbox"/> Other </div> </div>
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
3. Subcontractor Name and Tax ID	Subcontractor Address
Telephone Number _____ Fax Number _____ Select Once: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> African American <input type="checkbox"/> Alaska Native <input type="checkbox"/> Corporation <input type="checkbox"/> Asian American <input type="checkbox"/> Pacific <input type="checkbox"/> Asian American Sub-continent </div> <div style="width: 45%;"> <input type="checkbox"/> Disabled <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Female <input type="checkbox"/> American Indian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Small Business <input type="checkbox"/> Other </div> </div>
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
Subcontractor Total Dollar Amount	Total Subcontractor Percent of Entire Contract
Form Prepared by: Name/Date: _____ Title: _____ Email: _____	Reviewed and Accepted by Baltimore County Minority Business Enterprise Office Name _____ Title _____ Date _____

<input type="checkbox"/> MBE or <input type="checkbox"/> WBE Prime Participation	_____ %	\$ _____	
Total MBE Subcontracting Participation	_____ %	\$ _____	
Total WBE Subcontracting Participation	_____ %	\$ _____	
Total MBE/WBE Participation	_____ %	\$ _____	
Total SB/SBE Participation	_____ %	\$ _____	

BALTIMORE COUNTY, MARYLAND

MBE/WBE PRIME PARTICIPATION SCHEDULE

(Form B-Prime)

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE/WBE PRIME FIRM WILL PERFORM USING ITS OWN WORKFORCE PERTAINING TO THE PERCENTAGE STATED MBE/WBE PARTICIPATION SCHEDULE (FORM B) FOR PURPOSES OF MEETING THE MBE/WBE PARTICIPATION GOALS.

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer **NON-RESPONSIVE** and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the County contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$_____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

<p>MBE PRIME CONTRACTOR</p> <p>Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Date: _____</p> <p>Certified <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Certifying Jurisdiction _____</p>	<p>MBE PRIME CONTRACTOR</p> <p>Minority Status:</p> <p><input type="checkbox"/> African American</p> <p><input type="checkbox"/> Hispanic American</p> <p><input type="checkbox"/> Women</p> <p><input type="checkbox"/> Asian American</p> <p><input type="checkbox"/> Native American</p> <p><input type="checkbox"/> Disadvantaged</p>
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**BALTIMORE COUNTY, MARYLAND
SUBCONTRACTOR DISCLOSURE AND PARTICIPATION STATEMENT
(FORM C)**

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

**NOTE: ANY INCONSISTENCY BETWEEN THIS FORM AND FORM B MBE/WBE PARTICIPATION MAY
RENDER A BID/PROPOSAL NON-RESPONSIVE AND THE COUNTY WILL NOT CONSIDER YOU FOR
CONTRACT AWARD.**

Contract Name, Bid/Proposal Number: _____

Name of Prime: _____

Name of MBE/WBE Subcontractor: _____

Print Representative Name, Title

Best Contact Information

☐ MDOT ☐ Baltimore City

Certification Number

☐ MBE ☐ WBE ☐ SBE ☐ N/A

1. NAICS Code(s), Work/Services to be performed by MBE/WBE Subcontractor: _____

2. Subcontract Amount: \$ _____ or _____% of the County contract cost.

3. Bonds - Amount and type required of Subcontractor if any: _____

4. MBE/WBE Anticipated Commencement Date: _____ Completion Date: _____

5. This is a MBE-Owned Business Firm: Yes _____ No _____

6. This is a WBE-Owned Business Firm: Yes _____ No _____

NOTE: If the Prime is notified that it will be awarded the above referenced contract, the undersigned MBE/WBE subcontractor and Prime must enter into a subcontract for the work/service indicated above upon the Prime's execution of a contract for the above referenced project with the Baltimore County, and provide a copy of the fully executed MBE/WBE SUBCONTRACTOR PARTICIPATION NOTICE OF INTENT TO AWARD (FORM C-Subcontractor) accompanied with the anticipated Work Breakdown Schedule (providing the subcontractor's mobilization timeframe) to mwbe@baltimorecountymd.gov within 10 calendar days of receipt by the Prime of FORM C-Subcontractor from the County. The undersigned subcontractor is a MDOT or Baltimore City certified MBE/WBE firm. The terms and conditions stated above are consistent with our agreements.

Signature of MBE/WBE Subcontractor: _____ Date: _____

MBE/WBE Subcontractor's Printed Name and Title: _____

The terms and conditions stated above are consistent with our agreements.

Signature of Prime: _____ Date: _____

Prime's Printed Name and Title: _____

**BALTIMORE COUNTY, MARYLAND
MBE/WBE –UNAVAILABILITY CERTIFICATE
(FORM D)**

****If applicable, this document must be completed and submitted with Bid/Proposal to
Baltimore County.***

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on the _____ contract.

2. The _____ (MBE/WBE Firm), is either unavailable
for the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firms MBE/WBE

Representative Title

Date

MDOT/Baltimore City Certification #

Telephone #

3. PRIME'S SIGNATURE AND CERTIFICATION

I certify under oath that I contacted the Certified MBE/WBE and they advised me that they are unavailable, unable to perform the work/services for the above-contract or failed to respond to repeated requests for a price proposal for the above-contract.

Signature of Prime

Title

Date

BALTIMORE COUNTY, MARYLAND
MBE/WBE - OUTREACH EFFORTS - COMPLIANCE STATEMENT
(FORM E)

****This document must be completed and submitted with Bid/Proposal to Baltimore County.***

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

In conjunction with the bid or offer submitted in response to Solicitation Number _____, I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of the solicitation documentation in accordance with Section 6 (E) Bid Requirements of the Executive Order, used to solicit certified MBE/WBEs for the subcontract opportunities accompanied with the signed MBE/WBE Subcontractor Unavailability Certificate (Form D).

3. Bidder/Offeror made the following attempts to solicit MBE/WBEs:

Signature – Bidder Offeror

Print or Type Name of Firm

Street Address

City State Zip Code

Date



JOHN A. OLSZEWSKI, JR.
County Executive

EDWARD P. BLADES
Director
Office of Budget and Finance

To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: January 17, 2020

Subject: Compliance Reporting - Penalties

Baltimore County, Maryland (the "County") requires all Prime Contractors and all Subcontractors to submit monthly reports through an online MBE/WBE Compliance Portal (PRISM). The Portal can be found under Compliance Reporting for Primes and Subcontractors at www.baltimorecountymd.gov/go/mwbe.

The County has found that a number of companies are failing to file reports in a timely manner, which makes it difficult for the County to verify compliance. As a result, the County has determined to assess penalties for non-compliance, effective September 1, 2018, as follows:

- (a) For failure to file timely monthly reports:
 - a. Assessment of a late fee of \$10 per day per task, up to a maximum of \$1,500 per task; and/or
 - b. For multiple violations, termination of the contract for convenience or for default, with the contractor suspended from participating in County contracts for five (5) years.
- (b) For failure to meet MBE/WBE requirements:
 - a. Assessment of a penalty of up to 10% of the contract value; and/or
 - b. Termination of the contract for convenience, with the contractor suspended from participating in County contracts for five (5) years together with assessment of a penalty of up to 10% of the contract value; and/or
 - c. Termination of the contract for default together with assessment of a penalty of 10% of the contract value.

Each action and/or remedy described above is at the sole discretion of the County, and is in addition to any damages which the County may be entitled to under the contract.

This short video can be used as guidance on submitting the Prime to Subcontractor Payment Reporting:

http://stage.prismcompliance.com/etc/movies/vendor_contractpayment_tutorial.htm

If after contract expiration, it has been determined the MBE/WBE firms named were not used or were under used, by the contractor and supporting documentation was not provided and approved by the County the contractor may be assessed a penalty of up to 10% of the contract value and/or suspended from participating in County contracts for 5 years.

Questions regarding this correspondence and/or the use of this system can be directed to the MBE Office at mwbe@baltimorecountymd.gov or call (410) 887-3407.

Cc: File

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-10000001
TOURISM CREATIVE REBRAND AND WEBSITE REDEVELOPMENT**

GENERAL CONDITIONS

1. BACKGROUND

- 1.1 Enjoy Baltimore County is the tourism unit within Baltimore County Government's Department of Economic and Workforce Development. The team is tasked with generating economic benefits to the tourism and hospitality industry. In recent years, Enjoy Baltimore County has had sole responsibility for the facilitation of Baltimore County Restaurant Week, promotions for large scale events like the BMW Championship, and more.

Enjoy Baltimore County's goal is to inspire exploration and encourage visitors and residents to visit our local businesses, amenities and offerings. We strive to be a resource that provides information and content to those taking advantage of all that Baltimore County has to offer.

Enjoy Baltimore County currently serves residents, locals, hotels and works with an appointed board of commissioners. Stakeholders include: elected officials, chambers of commerce, business organizations, visiting organizations, residents, tourists, business owners and more.

The destination marketing activities are now focused around rebuilding and revitalizing the industry, accelerating economic recovery and rejuvenating leisure travel following the pandemic, concentrating on those businesses hit hardest.

Marketing Challenges:

Enjoy Baltimore County has not undergone any branding exercises within the last decade. The team is in need of a new look and feel, logos, brand guidelines, a website and new photo and digital assets.

We are hoping to write a new narrative that helps to not only differentiate Baltimore County from our surrounding neighbors, but also highlights the strengths that we have to offer.

- 1.2 Enjoy Baltimore County is requesting proposals from marketing agencies that are qualified to support the team's current marketing and advertising needs. The ideal agency will be able to assist our team with a comprehensive rebrand: creating a new brand, logo, corresponding collateral for digital, print and web, and increase destination awareness to help drive visits to our county.
- 1.3 The agency will work alongside Baltimore County to not only create and optimize branding and promotional collateral, but will also assist in the development of omni-channel content.
- 1.4 Baltimore County is looking to engage with an agency with a proven track record that will also use industry research and develop that into a strategy, meaningful messages and promotions to ultimately drive day trips and overnight stays. While the agency's knowledge or experience within the travel, tourism and hospitality industry is a benefit, this is not required. We want to engage with an agency that is

strategic and creative, has strong design skills and can deliver a fun, innovative and meaningful rebrand.

- 1.5 Baltimore County is targeting debut of the new re-branding for early spring 2023 in time for the Spring/Summer tourism season. This will include creative, website design and media buys.
- 1.6 The spend for the immediate projects for rebranding, website design and media/marketing support is estimated between \$600,000 and \$800,000.
- 1.7 Due to variability of funding sources and allocation of resources, budgets dollars allocated may vary each year of the contract term, including renewals.
Baltimore County does not guarantee any specific spend amount per fiscal year.

2. SCOPE OF SERVICES The successful vendor will provide:

2.1 Creative Services

- 2.1.1 Create a new brand look/feel, voice/tone for Baltimore County Tourism.
- 2.1.2 Develop logo, fonts, color palettes and associated marks for use across multiple platforms.
- 2.1.3 Conceptualize a potential new name for “Enjoy Baltimore County.”
- 2.1.4 Establish Brand Guidelines and create a standards document that can be shared with our team and external partners.
- 2.1.5 Create a suite of professional collateral and templates, including photographs, for print and digital materials.
- 2.1.6 Develop the creative concepts and materials needed to support the recommended marketing plan: brand marketing campaign, promotional materials, etc.
- 2.1.7 Marketing and advertising creative will be produced for a variety of channels including TV, radio, out-of-home, print, digital media, paid social media, website, videos and direct marketing.
- 2.1.8 Agency will provide creative strategy, copywriting/content development, design, layout and production of original concepts.
- 2.1.9 Implement required State of Maryland Office of Tourism Development (OTD) logos and guidelines on designated creative for the purposes of obtaining state-provided grant funding.
- 2.1.10 All content created for the County becomes the property of the County.
- 2.1.11 All content created for the County must be made available to the County in an acceptable file format.

- 2.1.12 Provide an experienced, account management lead to serve as our primary point of contact.
- 2.1.13 Based on goals, research and industry trends, the agency will develop an annual marketing plan to promote Baltimore County to our target leisure audiences. Budgets will be provided each year for planning purposes.
- 2.1.14 Remain up to date with industry trends, new innovations and offer timely ideas as needed throughout the year.
- 2.1.15 Develop consistent creative briefs throughout the year alongside the Baltimore County team.
- 2.1.16 Establish and maintain ongoing weekly calls to discuss the status ongoing and long term items.
- 2.1.17 Deliver regular reports for initiatives or projects items not covered in the weekly meetings.
- 2.1.18 Manage and track marketing budget.

2.2 Media Services

- 2.2.1 Each year as funds are allocated to the program and based on agreed upon planning parameters/trends the agency will develop and recommend the most effective and efficient annual media plan.
- 2.2.2 Develop and recommend the strongest audience to target alongside the proper method of reaching that audience.
- 2.2.4 Perform all media planning and buying functions including research, negotiations, insertion orders, contracts, placement, trafficking of creative, monitoring, optimization and maximizing of added value opportunities.
- 2.2.5 Identify, assess and proactively communicate media opportunities and changes in media trends and consumption that may impact the annual plan and offer solutions as needed.
- 2.2.6 Review, reconcile and track media invoices to ensure adherence to contracts and resolution of any billing discrepancies.
- 2.2.7 Assist the team in submitting for State of Maryland Office of Tourism Development grants by collecting and providing timely tear sheets, invoices and proof of postings.
- 2.2.8 Assess any media opportunities brought directly to the agency's attention as well as those requested by Baltimore County, providing formal points of view on the value of the opportunity and make a recommendation on whether or not to pursue.

- 2.2.9 Provide media reporting on a quarterly and annual basis, how agency recommends we should adjust our plans based on the result
- 2.2.10 Provide an experienced, account management lead to serve as our primary point of contact.
- 2.2.11 Using strategic goals, research and industry trends, the agency will develop an annual marketing/media plan to promote Baltimore County to our target leisure audiences. Budgets will be provided each year for planning purposes.
- 2.2.12 Remain up to date with industry trends, new innovations and offer timely ideas as needed throughout the year.
- 2.2.13 Develop consistent creative briefs throughout the year alongside the Baltimore County team.
- 2.2.14 Establish and maintain ongoing weekly calls to discuss the status ongoing and long term items.
- 2.2.15 Deliver regular reports for initiatives or projects items not covered in the weekly meetings.
- 2.2.16 Manage and track marketing budget.

2.3 Website Design Vision, Benefits and Scope

Vision

- 2.3.1 As part of the rebranding effort, the Department of Economic and Workforce Development's Tourism unit "Enjoy Baltimore County," is looking to redesign and recreate its existing website. Enjoy Baltimore County's goal is to inspire exploration and encourage visitors and residents to visit our local businesses, amenities and offerings.
- 2.3.2 The tourism office wants the website to provide visitors and residents alike clear information regarding our attractions, restaurants and business offerings. The website should be aesthetically pleasing, easy to navigate and have a seamless way to access events and local opportunities.
- 2.3.3 In order to not only strengthen partnerships but also provide clear information to visitors, the tourism office would like local partners to be able to maintain their own content through the website, while the tourism team can still maintain the final review and authority before business content is published to the public.

Benefits

- 2.3.4 For existing and potential customers, benefits include:
 - Finding up-to-date information on restaurants, hotels, events and attractions

- Building relationships between site visitors and local businesses

Scope

- 2.3.5 Evaluate the existing site's navigation and finding aids through heuristic, comparative, and user experience analysis.
- 2.3.6 Rebrand or strengthen the existing brand of the site through an established style guide provided by the Office of Tourism and Promotion.
- 2.3.7 Provide tools to help visitors to one attraction, event, hotel, or restaurant to find other nearby attractions, events, hotels, or restaurants.
- 2.3.8 Provide event information searchable by date and event type. Provide event and attraction organizers, restaurant owners, and hotel managers with tools to submit content for review by the Office of Tourism and Promotion to be included in the website.
- 2.3.9 Import or convert any existing databases containing restaurant, hotel, attraction, or event information.
- 2.3.10 Look into offering a Blog Functionality.
- 2.3.11 Ability to add additional content pages and remove, archive, delete as necessary.
- 2.3.12 Integrating Email Newsletter, widget.
- 2.3.13 Branding will be incorporated on an individual microsite, and style guide will need to be provided.

Website Design Requirements

2.3.14 Design Requirements

Req. No	Description
1.0	Design must follow BALTCO web standards and industry best practices See Assumptions
1.2	Design must only include accurate, up-to-date and target audience-based information
1.3	Design must use Office of Tourism & Promotion branding
1.4	Design must use the State of Maryland Tourism Logo and link to Official Maryland website See ASSUM-2
1.5	Design must follow Section 508 compliance, WCAG 2.1 or newer standards and guidelines. See ASSUM- 5
1.6	Design must include all necessary terms and conditions for local business requesting their information to be published on the site. See ASSUM- 3
1.7	Design must include all necessary terms, conditions and privacy statements for public customers consuming the content on the site. See ASSUM- 3
1.8	Design must be in compliance with the map service of choice, example; Google Places, Maps API terms and conditions

1.9	Design must only include copyright approved or original images See ASSUM – 7
2.0	Design must work on all ranges of browsers and operating systems for desktop and mobile devices.
2.1	Design must be optimized for the latest versions of common desktop browsers: <ul style="list-style-type: none"> • Google Chrome • Edge • Safari • Firefox
2.3	Design must be optimized for desktop and mobile viewing utilizing responsive design.
3.0	Design must include intuitive global and local navigation so that the customer must be able to succeed at completing their task on the first or second attempt
4.0	Design must contain contact information, including address, phone and email

2.3.15 Functional Requirements

5.0	Home
5.1	Site must include the ability for OIT or DEWD to include multiple event promotions at once on the homepage – Most recent event to the search date must populate first
5.2	Site must display current events
6.0	Site Global
6.1	OIT and Office of Tourism & Promotion approved web content contributors must only enter information once
6.2	Site must provide social media sharing for events, restaurants, attractions and hotels. E.g. Facebook, Twitter, Flickr
6.3	Site must include the ability for customers to search via keywords and phrases
6.5	Customers must have the option to download a visitor guide on the visitor's guide request webpage
6.6	Customers must be able to access the event calendar throughout the entire site
6.7	Customers must be able to complete and submit a contact form to the Office of Tourism & Promotion
6.8	Business owners must be able to request a business listing through the website
6.9	Business owners must be able to review their business listing through the website
7.0	Business owners must be able to renew their business listing through the site
7.1	Business owners must be able to request their listing
7.2	Office of Tourism & Promotion must be able to promote campaigns via video on the site when needed
7.3	The website must include an "About Us" webpage including mission statement and executive message
7.4	Customer must be able to navigate the website by the restaurant, hotel and attraction categories
	Restaurant Listings

7.6	<p>Results may display the following and is open to change depending on branding.</p> <ul style="list-style-type: none"> • Image Representing Restaurant See ASSUM – 7 • Restaurant Name • Address • Town • Zip code • Phone Number • E-mail • URL to restaurant web site • 40-60 Word Description • Outdoor Seating • Waterfront • Accessible by Boat/Docking Provided • Vegan Friendly • Gluten Friendly <p>PDF File of Menu</p>
7.7	<p>System must allow restaurant businesses to request a listing. See Req. #6.8</p> <p>Example fields needed to complete request and may change depending on branding.</p> <ul style="list-style-type: none"> • Image Representing Restaurant* See ASSUM – 7 • Restaurant Name* • Address* • Town* • Zip code* • Phone Number* • E-mail* • URL to restaurant web site* • Federal Tax ID Number* • Restaurant Category examples: <ul style="list-style-type: none"> ○ Brunch ○ Café, Deli and BBQ ○ Casual Dining ○ Crab Houses ○ Fine Dining ○ International Restaurants ○ Specialty Foods – (Tourism to Define) ○ Pub & Tavern • 40-60 Word Description • Select via Check Box, If applicable <ul style="list-style-type: none"> ○ Outdoor Seating ○ Waterfront ○ Accessible by Boat/Docking Provided ○ Vegan Friendly ○ Gluten Friendly • Upload PDF File of Menu <p>* Required to complete in order to submit request</p>
	<p>Hotel Listings</p>
7.8	<p>Results may display and may change depending on branding.</p> <ul style="list-style-type: none"> • Image Representing Hotel See ASSUM – 7 • Name

	<ul style="list-style-type: none"> • Address • Town • Zip code • Phone Number • E-mail • URL to hotel web site • 40-60 Word Description Amenities
7.9	System must allow hotel businesses to request a listing. See Req. #6.8 Example fields needed to complete request and may change depending on branding. <ul style="list-style-type: none"> • Image Representing Hotel See ASSUM – 7 • Name • Address • Town • Zip code • Phone Number • E-mail • URL to hotel web site • 40-60 Word Description* • Federal Tax ID Number* • Hotel Categories • Amenities Upload PDF File – Flyer, Additional Accommodations, etc.
Attraction Listings	
8.0	Results may display and are open to adjustment based on branding. <ul style="list-style-type: none"> • Image Representing Attraction See ASSUM – 7 • Attraction Name • Address • Town • Zip Code • Phone Number • E-mail • Attraction Web site URL • 40 -60 Word Description Hours, Days and Months of Operation
8.1	System must allow attraction businesses to request a listing. See Req. #6.8 Example fields needed to complete request and may change depending on branding. <ul style="list-style-type: none"> • Image Representing Attraction See ASSUM – 7 • Attraction Name* • Address* • Town* • Zip Code* • Phone Number* • E-mail • Attraction Web site URL • 40 -60 Word Description* • Hours, Days and Months of Operation* • Federal Tax ID Number* Attraction Categories* Required to complete in order to submit request
9.0	Calendar Tool

9.1	Results must appear chronologically starting with the most recent
9.2	Results display must appear organized to the customer **
9.3	Customer must be able to enter date manually or use a calendar picker to filter event results
9.4	Customer must be able to filter results by event categories. Categories to be determined.
9.5	<p>Results may display and are open to change depending on branding.</p> <ul style="list-style-type: none"> • Event Title • Start Date • Start Time • End Date • End Time • Event Venue • Event Address • Town • Zip Code • 40 – 60 word description • Admission – Ability to select “Free or “Charge” <ul style="list-style-type: none"> ○ If “Charge” is selected – Available field to enter cost • Event Type • URL to find more descriptive details • Image • Directions • Phone Number • Contact Name • Contact Title • Contact Phone Contact E-mail
9.6	<p>System must allow customers to request an event. Example fields needed to complete request and may change depending on branding.</p> <ul style="list-style-type: none"> • Event Title* • Start Date* • Start Time* • End Date* • End Time* • Event Venue* • Event Address* • Town* • Zip Code* • 40 – 60 word description* • Admission* – Ability to select “Free or “Charge” <ul style="list-style-type: none"> ○ If “Charge” is selected – Available field to enter cost • Event Type* • URL to find more descriptive details • Image • Directions • Phone Number • Contact Name • Contact Title • Contact Phone • Contact E-mail <p>*Required to be completed for the form to be submitted</p>

9.7	Information entered by Office of Tourism & Promotion approved web content contributors must dynamically appear on the Home See Requirement 5.0
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2.3.16 Management Requirements

Req. No	Description
1.0	OIT and Office of Tourism & Promotion must be able to track and review web analytics for the site.
2.0	Office of Tourism & Promotion must be able to request business listing submissions in Excel format from OIT Web Services
3.0	Office of Tourism & Promotion approved web content contributors must be able to: <ul style="list-style-type: none"> • Add keywords and descriptions to each webpage for search engine optimization • Edit web page “body” content • Update and edit calendar events
4.0	System must include a workflow for OIT Web Services to approve any updates, including calendar events made by DEWD approved web content editors
5.0	DEWD must be able to request from OIT Web Services to upload PDFs and images into the site content management system
6.0	DEWD must be notified via email when a business requests a listing
7.0	DEWD must be notified via email when an event request is submitted
8.0	System must allow events to be copied, edited and published by DEWD
9.0	System must allow events to be set to recur weekly, monthly, daily by DEWD
10.0	DEWD must be able to review and approve business listing requests before posting to the web site
11.0	DEWD must plan, schedule and evaluate the content from the existing tourism site and the new tourism site
12.0	OIT and DEWD must be able to pull the listing inventory, so they can plan, schedule and evaluate content from the existing tourism site and the new tourism site

Assumptions

Assumption ID	Assumption Description
ASSUM-1	The web site will include Baltimore County “seal” branding and link to the Official Baltimore County Government website.
ASSUM-2	The website will include State of Maryland branding and link to the Official State of Maryland website, per grant terms and conditions. See Appendix I
ASSUM-3	The website will not violate County Code or Baltimore County Web Standards (https://www.baltimorecountymd.gov/styleguide/design/index.html) and will

	include all necessary Terms and Conditions relating to business owners and public customers.
ASSUM-4	The website will be developed and maintained by a County approved content management system.
ASSUM-5	The website will make all reasonable efforts to be web accessible in accordance to 508 compliance and WCAG 2.1 or newer guidelines.
ASSUM-6	DEWD will work with the Office of Law to determine the criteria that businesses must meet in order to be considered for posting on the site.
ASSUM-7	DEWD will work with the Office of Law to discuss the appropriate use of business logos on the site.
ASSUM-8	DEWD will work with the community to gather, verify, and input, as necessary, all web content using tools provided by the Office of Information Technology. This includes event, attraction, restaurant, and hotel information included on the site when it becomes public.

Glossary

Term	Definition
BALTCO	Baltimore County Government
OIT	Office of Information Technology
The Website or Site	Refers to the Tourism website revision unless otherwise noted.
User / Customer	Customer or constituent using the website.
Information Architecture (IA)	Refers to the organization, structure, and labeling of content.
508 Compliance Guidelines	Refers to federal laws in making web sites accessible to all people including those with disabilities.
Metadata	The keywords that users enter into site searches such as Google to find the information they desire.
Usability, User Experience (UX)	Usability is a quality attribute that assesses how easy user interfaces are to use. The word “usability” also refers to methods for improving ease-of-use during the design process.
Body Content	The content enclosed in an HTML body tag. This tag only includes content for a specific web page and does not include any template design.
Listing	Term used to explain the information being displayed for restaurants, hotels, attractions and events.
Selected Listing	The primary listing in which the customer chose to view.
Relevant Listings	The listings that display within a five mile distance from primary listing. E.g. Restaurant is primary and relevant are event and hotel.
Current	The most recent event to the current date and time of search.

3. **TECHNICAL PROPOSAL REQUIREMENTS.**

TECHNICAL PROPOSAL: Proposals should be submitted in the described format. The County reserves the right to reject proposals not conforming to this format. Proposals should be clear, concise and easy to understand.

Technical Proposal pages shall be consecutively numbered and submitted in the following format:

3.1 Forms: Offerors must provide the following, in the following sequence:

- 3.1.1 Proposal Signature Cover Page (page 1). Must be signed by a duly authorized representative of the Offeror.
- 3.1.2 Taxpayer Identification Number (TIN) and Certification form (pages 2-3)
- 3.1.3 Procurement Affidavit. (Pages 4-8)
- 3.1.4 Minority Participation Affidavit (page 9)
- 3.1.5 Signed acknowledgement of all Addenda to the RFP
- 3.1.6 If your company is registered with the Maryland Dept. of Assessments and Taxation, provide a copy of your current Certificate of Good Standing. If your firm does not have a presence in Maryland, provide the equivalent document from the state where your firm is registered.
- 3.2 **Introduction and Company Profile.** On Company letterhead, signed by a person with authority to bind the Company to all terms of the Proposal. Include all of the following (Intro/Company Profile is limited to 1 page):
 - 3.2.1 Firm name and address, federal employer identification number, telephone/fax number of person(s) who may be contacted regarding the submitted Proposal (and Offeror's contract administrator, if applicable).
 - 3.2.2 Type of ownership, parent company (if any), year established, including former company names and years in business (if applicable).
 - 3.2.3. Name and title of the duly authorized person that will be executing the contract for your company if awarded
 - 3.2.4 All subcontractors will be subject to the approval of the County. The awarded Contractor shall itself be solely responsible for the performance of all work set forth in any contract resulting from the RFP, and for compliance with the price and other terms provided in the contract.
 - 3.2.5 If proposing to subcontract any portion of the work, the same information must be provided for each subcontractor. The length of your Company Profile should be no more than one page per firm.
 - 3.2.6 Provide at least two (2) references (names of contact persons, phone numbers, business addresses and emails) of similar sized contracts serviced during the past eighteen (18) months who we may contact as a reference for your capabilities and services.
- 3.3 **Experience and Reference Summary**
 - 3.3.1 Summarize your firm's experience and expertise and relate its relevance to the proposed contract in terms of technical scope.
 - 3.3.2 Provide a list of personnel who will work on this project, including a brief description of their education, experience and qualifications and the percentage of time they will spend on this project. Include the hourly rate charged for each position. Identify which of the three areas the individual will be assigned (Creative/Media/Website design).

- 3.3.3 Identify agency's departments and specify whether the functions are performed in-house or outsourced.
- 3.3.4 Provide at least two (2) case studies of similar sized contracts that most closely align with Baltimore County's marketing needs. Case studies should include the goals, creative examples, media plans and summary of results and outcomes. DO NOT include information on projects that are not relevant to this Scope of Work. Case studies can be sent to this secure address:
- 3.3.5 Identify your agency's current distribution of work product by media type (TV, radio, outdoor, newspaper, consumer magazine, trade publication, direct response, online, digital, mobile, other non-traditional, etc.).
- 3.3.6 Provide an explanation of how your agency measures/determines the effectiveness of advertising/marketing programs and campaigns including return on investment.
- 3.3.7 Describe your familiarity with the tourism / hospitality industry
- 3.3.8 Describe your familiarity with the Baltimore County market
- 3.3.9 Provide a proposed timeline for development of creative elements and deliverables.
- 3.3.10 Provide an overview of a proposed media/marketing plan.
- 3.3.11 Provide a timeline for Website design and deliverables.

4. PRICE PROPOSAL REQUIREMENTS

4.1 Creative and Media Price Proposal

- 4.1.1 Creative: Provide a blended hourly rate which will encompass man hours, overhead, markup. This will be the rate that will be invoiced to the County. Invoices will be expected to provide detail on scope of work completed in the previous billing period.
- 4.1.2 Proposed project hours required for development of the creative elements and deliverables
- 4.1.3 Estimated costs/budget associated with the creative development and deliverables
- 4.1.4 Media: Provide a blended hourly rate which will encompass man hours, overhead, markup. This will be the rate that will be invoiced to the County for media staff activities. Invoices will be expected to provide detail on scope of work completed in the previous billing period.
- 4.1.5 For media buys, provide your standard rates/commission percentages.
- 4.1.6 For production services purchased on the County's behalf from 3rd parties, detail your standard rate card and markup
- 4.1.7 Notice: Miscellaneous expenses such as mileage, out of pocket expenses, creative materials) will be reimbursed at cost. (Mileage may be invoiced at no more than the IRS published rate).

4.2 Website design

4.2.1 The Offeror will provide a lump sum quote on website design, based on the requirements included in this Request for Proposal.

5. **TERM OF AGREEMENT.**

5.1 The term of the contract shall be for 2 year(s). The County reserves the right to renew the contract for up to three (3) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.

5.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the County Purchasing Division at least ninety (90) days prior to the current terms expiration date.

5.3 The Contractor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

6. **PRE-PROPOSAL CONFERENCE.** A Pre-Proposal Conference, held via WebEx only, is scheduled for Friday, July 29, 2022 at 2:00 pm via WebEx. Interested vendors should contact the Buyer, via email, no later than noon (12:00 PM) on Thursday, July 28, 2022 for WebEx call in information/invitation. Late requests may not be accommodated. The purpose of the conference is to clarify any parts of the RFP and answer questions pertinent to the solicitation. Attendance is not mandatory, but is suggested. Questions will be entertained during the pre-proposal conference. Any material changes in the solicitation will be addressed as addenda (see Section 7 below).

7. **QUESTIONS AND INQUIRIES; ADDENDA**

7.1 The Staff Buyer, Christine Carpenter will be the sole contact for all questions and inquiries. Questions will be entertained at the Pre-Proposal conference. Follow up questions may be submitted, via e-mail (only) to Christine Carpenter at the following address: ccarpenter@baltimorecountymd.gov. If it becomes necessary to revise any part of this RFP, addenda will be posted on the web site at www.baltimorecountymd.gov.

7.2 Offerors must acknowledge, in writing, receipt of all addenda in the text of their proposals. All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Division. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.

7.3 **The deadline for written questions pertaining to this solicitation will be end of business on 08/17/2022**

8. **EVALUATION OF OFFERS.** Award will be made to the responsible Offeror whose proposal best meets the needs of the County as set forth herein.

8.1 Proposals will be evaluated based on the following criteria, listed in order of importance.

8.1.1 Organization, skills and proficiency in providing the required services outlined in this RFP.

- 8.1.2 Demonstrated success in creative output and ability to produce impactful brand stories, proven success in media planning/buying and execution, and strong web development skills.
- 8.1.3 Fiscal and administrative structure, length of time providing these services, as well as demonstration of ability to provide all of the appropriate services along with resources.
- 8.1.4 References.
- 8.1.5 Degree of completeness of response to the RFP and degree to which the Offeror followed instructions for submittal.
- 8.1.6 Cost.

- 8.2 After consideration of the factors set forth in this RFP, the committee will recommend award to the Offeror whose proposal is most advantageous to the County.
- 8.3 This RFP will result in the submission of “proposals” (not “bids”), and the evaluation and award process will be based on both scored technical and price responses, not just price. Therefore, the County may enter into negotiations with Offerors and invite “best and final offers” as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile or written communications, or any combination thereof, at the County’s sole discretion.
- 8.4 Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Offerors are advised to respond to this RFP fully and with forth-rightness at the time of proposal submission.
- 8.5 Non-acceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

9. **ORAL PRESENTATION.** Offerors may be required to clarify their proposals by making individual presentations to the evaluation committee.

10. **OFFEROR QUALIFICATIONS**

- 10.1 At the option of the County, Offerors may be required to furnish evidence of sufficient financial responsibility to fulfill the contract, and that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of the contract.
- 10.2 Offerors must provide at least two (2) references (names of contact persons and phone numbers) of similar sized contracts serviced during the past eighteen (18) months.
- 10.3 Prior to awarding of this contract, the county reserves the right to inspect the facilities of any responsive Offeror. The reputation of Offerors regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

11. **FUNDING OUT.** If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without any obligation or penalty.

12. INSURANCE.

- 12.1 The Contractor will be required to provide verification of insurance coverage to include Endorsement Page(s) for each carrier in accordance with the attached requirements. The Contractor will have fifteen (15) calendar days from receipt of notice of intent to award in which to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 12.2 The Insurer must maintain the insurance coverage required by the County while the contract is in force, including renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- 12.3 In the event the Contractor changes its insurance carrier, new verification of insurance coverage and Endorsement Page(s) must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

13. COUNTY HOLIDAYS.

New Year's Day	Labor Day
MLK, Jr. Birthday	Indigenous People's Day
Presidents' Day	General Election Day (each even year)
Memorial Day	Veterans' Day
Juneteenth	Thanksgiving Day
Independence Day	Christmas Day

14. MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE

REQUIREMENTS (MWBE): The resulting minority and women business participation requirement for this contract is **20%**.

- 14.1 Each Contractor must comply with all Minority Business Enterprise and Women Business Enterprises (MWBE) participation requirements. Included with this solicitation package are copies of the County's MWBE policy and provisions and MWBE participation schedule forms. All MWBE participation forms must be completed, executed, and **returned with the bid, proposal or qualifications** if a goal has been assigned. MWBE participation forms are available online at www.baltimorecountymd.gov/go/mwbe or you may contact the buyer on the solicitation.
- 14.2 The Prime Contractor shall comply with the required participation levels on a cumulative basis for the full term of the contract. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or supplier listed on the participation schedule.
- 14.3 If no minimum participation level has been assigned, the Prime Contractor shall nevertheless make a genuine good faith effort to comply with the Baltimore County MWBE minimum participation goal even if the Prime Contractor has the capability to complete the work with its own workforce. The Prime shall make a good faith effort to obtain MWBE subcontractor participation. The selected MWBE subcontractor(s) must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

Certified Minority-owned or Certified Women-owned Prime Contractors may count their participation for up to 50% of the solicitation goal. Certified firms must make a good faith effort to obtain MWBE subcontractor participation for the remaining portion of the goal.

Example: 20% MWBE participation goal. Certified Minority-owned or Certified Women-owned firm bidding as the prime may count for 10% of the goal provided they are self-performing the work. The remaining 10% must be subcontracted to a MDOT and/or City of Baltimore certified firm.

The failure of a Bidder/Offeror to properly complete and submit the appropriate MWBE plan forms and, if applicable, required Good Faith Effort (GFE) documentation shall result in the bid/proposal being deemed as nonresponsive and not susceptible of being selected for award.

14.3.1 Within 10 working days of receiving notification that the Bidder/Offeror is the apparent awardee, the Bidder/Offeror shall provide the following documentation to the Buyer:

a. BCG FORM C-Subcontractor MBE-WBE SUBCONTRACTOR PARTICIPATION NOTICE OF INTENT TO AWARD accompanied by a fully executed copy of the subcontract for each subcontractor.

b. Any other documentation required by the Buyer to ascertain Bidder's/Offeror's susceptibility of being selected for award in connection with the certified MWBE participation goal.

NOTE: If the apparent awardee fails to return each completed document within the required time, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE APPARENT AWARDEE IS NOT RESPONSIBLE AND THEREFORE NOT SUSCEPTIBLE FOR CONTRACT AWARD.

14.3.2 Prospective Bidders/Offerors are advised to carefully review the Disadvantage Business Enterprise Package regarding DBE participation. The successful Offeror will be required to submit, within ten (10) days of Baltimore County's notice of intent to award, an Outreach Efforts Compliance, and a Sub-Contractor Project Participation Statement.

14.3.3 **All MWBE** subcontractors must be MDOT or Baltimore City certified at the time of bid/proposals submission to count towards the MWBE solicitation subcontract goal.

14.3.4 If the Bidder/Offeror is a certified Minority or Women Business Enterprise, it should be so indicated with the certification number in the Bid or Technical Proposal.

14.4. Prompt Payment

The Prime Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its responsibilities under the applicable subcontract within 30 days of the subcontractor's satisfactory completion of the work as accepted by Baltimore County, Maryland. The Prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's satisfactorily completion of work. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Baltimore County, Maryland. This clause applies to both DBE and non-DBE subcontracts.

- The Prime Contractor must include in its subcontracts language providing that the Prime Contractor and the subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.
- The Prime Contractor will not be reimbursed for work performed by subcontractors unless and until the Prime Contractor ensures that the subcontractors are promptly paid for the work they have performed.
- Prime Contractors may be subject to liquidated damages pursuant to Maryland and/or Baltimore County law, to ensure that DBEs and other contractors are fully and promptly paid.

14.5 All prime contractors and MWBE subcontractors are required to report monthly to the County through an online MWBE Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime and Sub-Contractors* at www.baltimorecountymd.gov/go/mwbe. Prime contractors must provide a contact person and contact information for the MWBE compliance reporting. If the Prime Contractor cannot submit its report on time, it must notify the County MWBE Office and request additional time to submit the report. Failure to report in a timely manner may result in a finding of noncompliance, and may result in the finding of default under the terms of the contract. The County, in its sole discretion, may require additional reports regarding MWBE. Questions regarding the use of this system can be directed to the MBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407

15. **“SAMPLE” FORM CONTRACT.**

- 15.1 A sample of the County’s form contract may be found on the Baltimore County website at <http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html>. By the act of submitting a proposal, the Offeror expressly acknowledges that he/she/it accepts the terms and conditions as stated in the form contract unless exceptions are submitted in writing with the proposal.
- 15.2 The Offeror’s acceptance of, or deviations from, the form contract terms and conditions are considered during the evaluation and subsequent award.
- 15.3 If the Offeror submits an exception, which alters the County’s risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its’ sole and absolute discretion to deem the Offeror non-responsive.
- 15.4 The County will accept no exceptions to the form contract at any time after submission of the proposal.

16. **UTILIZATION OF BALTIMORE COUNTY’S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT.**

- 16.1 Baltimore County’s First Source Hiring Agreement requires that developers, contractors and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County’s workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs.

The Contractor may use Baltimore County's Department of Economic and Workforce Development as a "First Source" for training and recruitment of employees. To utilize "First Source" the Contractor may notify the Department of Economic and Workforce Development of employment opportunities to present qualified candidates to the Contractor for consideration. The Contractor may use reasonable efforts to consider qualified Baltimore County residents who are either unemployed or under-employed for all available positions. For additional information call 410-887-8000 or visit: <http://www.baltimorecountymd.gov/Agencies/economicdev/business/workforce/recruiting-retention.html>

17. MBE/WBE and/or ECONOMIC BENEFIT FACTOR.

- 17.1 The Economic Benefit Factor is included to determine if there are any new jobs being created or provides social responsibility to Baltimore County (as first preference) and/or Maryland its constituents. Examples of economic benefits to be derived from a contract shall include any of, but not limited to, the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
- 17.1.1 The number and types of jobs for Baltimore County and/or Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
- Placement or employment in High Growth Areas of Employment
 - Retention and Average Earnings – Fiscal Performance
 - Serving Veterans
 - Strengthen Local Workforce Economy
- 17.1.2 Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses,
- 17.1.3 Other benefits to the Baltimore County and/or Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Baltimore County and/or Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus, and
- 17.1.4 Provide your firm's policies with regards to the commitment to social responsibility. Submit examples. Include any examples in the Baltimore County vicinity.

18. ELECTRONIC SUBMITTAL PROCESS

- 18.1 The cost of preparing Bids is the responsibility of Bidders.
- 18.2 **To be considered, Bids shall be received by the bid closing date and time to the following e-mail address: bid@baltimorecountymd.gov. The Bid Number should be referenced in the Subject Line of the e-mail. Bids may not be submitted by any**

other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.

18.2.1 DO NOT CARBON COPY (cc) the buyer on the bid submission.

- 18.3 **Technical and Price Proposals are to be submitted separately.** There shall be no reference to the price of products and services in the Technical Proposal. All timely proposals become the property of County.
- 18.4 Late Proposals will not be considered. Offerors are strongly encouraged not to wait until the last minute to submit proposals. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Proposals received after the deadline will not be accepted. Offerors are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Offeror's email provider which are beyond the control of the County. Offeror should consider separating any large proposal attachment into multiple parts and emailing each part separately. In such case, Offeror will note that each email is *1 of 2, 2 of 2*, etc. Multiple part Proposals will not be considered unless all parts are received by the bid closing date and time.
- 18.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer, and all required information.
- 18.6 Each Proposal shall be accompanied by an executed procurement affidavit in the Technical Proposal which is provided by the Purchasing Division in the solicitation package.
- 18.7 After submitting a Proposal to bid@baltimorecountymd.gov, and upon successful receipt by the County thereof, Offeror will receive an auto-receipt email. This receipt is proof that the Proposal has been received by the Purchasing Division and should be retained for Offeror's records. In the case of a proposal submitted in multiple parts as described in 19.4, an auto-receipt email will be generated for each part. The County has no obligation to consider any Proposal for which an auto-receipt was not generated.
- 18.8 As with any system, power outages or technology problems may arise that are outside of the County's control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Proposal.
- 18.9 The County reserves the right to waive minor irregularities in conjunction with Proposals.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-10000001
TOURISM CREATIVE REBRAND AND WEBSITE REDEVELOPMENT
Due Date: 8/24/22, Time: 3:00 P.M.**

PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID/ REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

COMPANY NAME: _____

ADDRESS: _____

(City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

TAX ID NUMBER (FIN/SS#) _____ EMAIL: _____

Initial to confirm that a complete electronic version of the bid proposal response is included in the bid package._____

Is your firm in compliance with all applicable laws and regulations relating to the employment of undocumented worker? If YES, check here _____

NOTICE: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:

F.O.B. Destination (unless otherwise stated herein).

Delivery shall be made within _____ calendar days after receipt of order.

Payment Terms: _____ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at <http://www.baltimorecountymd.gov/purchasing>.

Appendix I – Copy of State of Maryland Grant Requirements, #2

using the creative outlined in section VI. A. 2a. or advertisements placed in OTD publications and/or web products, are exempt from this requirement.

d. The above logos are available electronically upon request.

e. Radio Advertisements must contain a call to action to Grantee's toll-free number and/or website and shall include one of the following verbal credits:

"Maryland. Land of _____" or "Visit Maryland. Land of _____"

DMOs can fill in the blank with any of these words:

Adventure	Amazement	Arts	Charm
Culture	Delight	Discovery	Engagement
Enjoyment	Escape	Excitement	Exploration
Food and Wine	Fun	History	Inspiration
Leisure	Nightlife	Play	Plenty
Recreation	Relaxation	Romance	Seafood
Serenity	Splendor	Sports	The Free
Thrills	Wonder		

g. Web Advertising creative; e.g. banner ads, skyscraper ads, etc. must directly link to the DMO's website Homepage or Information Request/Brochure Order and said page must feature an OTD banner ad with a live link to www.visitmaryland.org.

f. OTD shall have the right to review and reject any advertisements paid for with grant funds deemed by the State to be contrary to its best interests.

NOTE: Ads must promote tourism related business and cannot promote outbound travel or business.

B. Web Marketing Program – means E-newsletter development and distribution and E-marketing through Search Engine Optimization Services. ***Web marketing expenditures will be reimbursed at a rate of 50%.***

1. Specific Expenses are limited to the purchase of the following media:

- E-newsletter creative and distribution services
- Google adwords
- Facebook ads; and
- Search Engine Optimization Programs.

2. A Web marketing program is only eligible for reimbursement if the activity:

- Includes the Visit Maryland logo at no less than 1 ¼" across which links to www.visitmaryland.org;
- Drives traffic to a page on your website and/or micro-site; and,
- Targets consumer and/or third party distribution channels such as travel press, meeting planners, tour operators, travel agents, etc.