



MPA OFFICE OF PROCUREMENT

INVITATION FOR BIDS (IFB)

SHUTTLE BUS SERVICE

IFB NUMBER 224006-S

ISSUE DATE: JANUARY 3, 2024

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are certified by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) Small Business Reserve Program are eligible for award of a Contract. **However, if small businesses do not show interest in this solicitation, the Procurement Officer has the right to remove the SBR designation via an Amendment on eMMA.**

NOTICE TO BIDDERS

Prospective Bidders who have received this document from a source other than eMaryland Marketplace Advantage (eMMA) should register on eMMA at emma.maryland.gov. In the event it becomes necessary to revise any part of the IFB, or if additional information is required to enable potential Bidders to interpret the provisions of the IFB, an amendment will be issued by the Procurement Officer and posted on eMMA. **PROSPECTIVE BIDDERS SHOULD REVIEW eMMA PERIODICALLY TO DETERMINE WHETHER OR NOT MARYLAND PORT ADMINISTRATION (MPA) HAS ISSUED AN AMENDMENT TO THIS IFB.** MPA is not responsible for notifying Bidders of amendments to the IFB other than by posting them on eMMA.

The **sole** point of contact in the State for purposes of the IFB is the Procurement Officer.

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

NO BID NOTICE/VENDOR FEEDBACK FORM

To help MPA improve the quality of its solicitations and to make the procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet for contact information).

Title: Shuttle Bus Service
Solicitation No: 224006-S

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

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

Email Address: _____

MARYLAND PORT ADMINISTRATION (MPA) KEY INFORMATION SUMMARY SHEET

Invitation for Bids	Service - Shuttle Bus Service
Solicitation Number:	224006-S
IFB Issue Date:	January 3, 2024
IFB Issuing Office:	Maryland Port Administration (MPA)
Procurement Officer:	Tara Dowell 401 E. Pratt Street, Suite 1100, Baltimore, MD 21202
Email:	tairey2@marylandports.com
Office Phone:	410-385-4834
Bids are to be sent to:	tairey2@marylandports.com
Site Visit:	N/A
Questions Due Date and Time	January 12, 2024 by 11:00 am Eastern Time
Bid Due (Closing) Date and Time:	January 29, 2024 by 10:00 am Eastern Time Bidders are reminded that a completed No Bid Notice/Vendor Feedback Form is requested if a no-bid decision is made.
Passwords Due Date and Time:	January 29, 2024 by 11:00 am Eastern Time Bids will be deemed not responsive if password is not received by this deadline.
Public Bid Opening Date, Time, and Location	January 29, 2024 at 2:00 pm Eastern Time 401 E. Pratt Street, Suite 1100, Baltimore, MD 21202
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Contract Type:	Firm Fixed Price
Contract Duration:	Three year term beginning July 1, 2024, through June 30, 2027, with two one-year renewal options.
Primary Place of Performance:	Cruise Maryland: 2001 East McComas Street, Baltimore, MD 21230
SBR Designation:	Yes
Federal Funding:	No

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1 Minimum Qualifications

1.1 Bidder's Minimum Qualifications

As part of the determination to be considered responsive, the Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

- 1.1.1 The Bidder shall have at least five years' experience in providing similar types of services as specified in this IFB.
- 1.1.2 The Bidder shall provide at least three references capable of stating they have sufficient experience providing shuttle bus service with experienced operators including its subcontractors.

Required Documentation: As proof of meeting these requirements:

- A. The Bidder shall provide with its Bid the Bidder's Company Profile and References (**Attachment C**). Failure to complete this document in its entirety and submit it as required may render the Bidder's Bid as non-responsive.
- B. The Bidder shall submit with its Bid the names and resumes (maximum two pages each) of the operators who will be assigned to the Contract, listing each individual's experience, qualifications, familiarity with and understanding of the elements of the Scope of Work, and previous successes in substantiality to those required in this IFB.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland Port Administration (MPA) is issuing this Invitation for Bids (IFB) in order to procure the services defined in this Section 2, and to be incorporated into a Contract between the successful Bidder and the MPA. This Contract is to procure the operation of a safe, efficient, dependable, customer service-oriented shuttle bus service, and baggage handling services with professional, well qualified personnel, and appropriate supervision using clean and well-maintained vehicles.
- 2.1.2 This Contract shall be performed in accordance with the specifications as stated in this Section and MPA's Terms and Conditions – Contracts for Services (**Attachment H**).
- 2.1.3 MPA intends to make a single award. See IFB Section 4.6 Award Basis for more Contract award information.
- 2.1.4 A Bidder, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.5 The initial term of this Contract is for a period of three years beginning July 1, 2024, through June 30, 2027. In its sole discretion, the MPA shall have the unilateral right to extend the Contract for two one-year renewal options at the prices established in the Contract. MPA's notice to the Contractor of MPA's intent to renew may be subject to subsequent approval by the Maryland Port Commission (MPC) and the Board of Public Works (BPW).

2.2 General Scope of Work

- 2.2.1 The MPA is looking for a Contractor to provide all labor, materials, equipment, supervision, and expertise required to provide shuttle bus service and baggage handling services as set forth in this IFB.
- 2.2.2 MPA shall have the unilateral right to order, in writing, changes in the work within the scope of the Contract in accordance with the provisions of this IFB.
- 2.2.3 Contractor shall provide MPA with shuttle buses as further specified in this IFB on an "as-needed" basis to transport cruise ship passengers to and from designated parking areas and designated passenger intake and debark areas at the MPA's Cruise Terminal located at South Locust Point Marine Terminal, 2001 E. McComas Street, Baltimore, Maryland, 21230. See (**Attachment K**), MPA Cruise Terminal Circulation and Access Map.
- 2.2.4 The Contractor shall be responsible for paying all toll charges, licenses, fees, taxes, violation fines, fuel, and other operating costs incurred by the Contractor related to its performance of the work required under this Contract.

2.3 Vehicle Requirements

- 2.3.1 The MPA shall require no less than one 20-28 passenger shuttle bus with handicap access per cruise ship arrival.
- 2.3.2 There are some occasions when MPA will require a 20-28 passenger shuttle bus with luggage storage.

- 2.3.3 There are some occasions when MPA will require a 50-57 passenger shuttle bus with handicap access and luggage storage. With future developments at the Cruise Terminal, MPA may require up to three 50-57 passenger shuttle buses with handicap access.
- 2.3.4 All of the shuttle buses shall have luggage storage capacity reasonable suited to accommodate the maximum number of passengers the buses are designed to hold.
- 2.3.5 The MPA Manager of Cruise Operations, or designee will notify the Contractor of shuttle bus service requirements on a weekly basis. The MPA Manager of Cruise Operations, or designee will notify the Contractor of any deviations in normal requirements or scheduling of the 20-28 passenger shuttle bus with handicap access, the 20-28 passenger shuttle bus with luggage storage, or the 50-57 passenger shuttle bus at least 48 hours in advance of commencement of services. The Contractor shall confirm receipt of notification to the MPA Manager of Cruise Operations, or designee within 24 hours of MPA's notification.
- 2.3.6 The MPA Manager of Cruise Operations, or designee reserves the right to either decrease or increase the number of buses on any given day. Notice of changes in vehicle requirements will be made a minimum of 48 hours in advance.
- 2.3.7 The MPA Manager of Cruise Operations, or designee shall have the right to approve any written advertising or verbal announcements in or on the shuttle buses.

2.4 Contractor Qualifications

- A. The successful Bidder shall have the financial resources necessary to ensure timely payment to employees and proper performance of the Contract in all respects.

Required Documentation: As proof of meeting this requirement, the Bidder shall provide copies of the last two year-end financial statements or best available equivalent reports.

- B. The Bidder shall submit with its Bid a narrative presenting the company's proposed method for accomplishing the objective of providing shuttle bus service at the South Locust Point Cruise Terminal as set forth in this IFB. Continuous, uninterrupted shuttle bus service is a material condition of the Contract, to be executed for the work solicited under the IFB. The narrative must include:
 - i. A plan for immediate replacement of its shuttle buses should one of the buses become inoperable;
 - ii. A plan to address immediate replacement of operators should one of the operators not be able to provide service; and
 - iii. Proof of sufficient staffing, vehicles, and workload capacity to accomplish the work set forth in the IFB.

2.5 Baggage Handling

- 2.5.1 The Contractor's shuttle bus driver(s) shall assist cruise passengers with baggage handling while loading and unloading shuttle buses.
- 2.5.2 In addition to shuttle bus services, the Contractor shall maintain the ability throughout the term of the Contract to provide, on an as-needed basis, MPA with additional personnel (approximately 3-6 people) to help assist with baggage handling during debarkation or embarkation. Bidders must bid a price for this additional baggage handling, as shown on the Bid Form, **Attachment A-2**.
- 2.5.3 If the labor rates quoted by the Bidder are deemed by MPA to be unreasonable, MPA reserves the right to reject any Bid that would be otherwise acceptable.

- 2.5.4 The MPA Manager of Cruise Operations, or designee will use their best reasonable efforts to notify the Contractor of the need for baggage handling services no less than 48 hours in advance of commencement of services.

2.6 Days and Hours of Scheduled Shuttle Bus Service

- 2.6.1 The Contractor shall provide shuttle bus service on an “as needed” basis on those days set forth on the MPA’s Operations’ Cruise Ship Schedules which are subject to change from time-to-time as notified by the MPA Manager of Cruise Operations, or designee. MPA will use its best reasonable efforts to provide the Contractor at least one week prior to each cruise embarkation or debarkation with an updated schedule of the buses (size, number, and other characteristics) needed for the upcoming week’s cruise embarkations or debarkations.
- 2.6.2 The current 2024 and 2025 cruise schedules are attached to this IFB; see **(Attachment J)**.
- 2.6.3 Normal hours for the cruise operation are from 6:00 AM to 5:00 PM; however, the timing of the need for shuttle bus services may vary based on ship delays, unforeseen conditions, and emergencies. Therefore, the successful Bidder will need to guarantee its ability, on short notice, to provide for a changed shuttle bus service. MPA shall use its reasonable best efforts to notify the Contractor of any unscheduled changes as early as possible. When requested by MPA, shuttle buses shall be required to assemble for review and inspection at a designated location at the Cruise terminal prior to the time scheduled for shuttle bus service. The MPA Manager of Cruise Operations, or designee will inspect the buses when they assemble at the designated location prior to the start of the shuttle bus service. The MPA Manager of Cruise Operations, or designee, will notify the Contractor of the time the shuttle buses will be released.
- 2.6.4 Ship Delays: Due to unanticipated ship delays that may require alteration of designated shuttle bus service times, the Contractor must guarantee MPA the ability to contact the Contractor by telephone twenty-four (24) hours per day, seven days per week. Voicemail receipt of calls from MPA will not be sufficient. MPA must be able to contact a responsible individual 24 hours per day, seven days per week.

2.7 Reporting

The Contractor shall maintain a reporting system approved in writing by the MPA Manager of Cruise Operations, or designee, providing the name of the operator of each bus, listing the date of service, number, and sizes of buses provided, arrival/departure times of buses and other associated information reasonably deemed necessary by the MPA Manager of Cruise Operations, or designee. The Contractor shall provide this report to the MPA Manager of Cruise Operations, or designee upon request, at no additional charge.

2.8 Operator Requirements

The Contractor shall provide qualified shuttle bus drivers meeting the following minimum requirements:

- A. Possesses a Commercial Operator’s License “B” with Passenger endorsement;
- B. Have a driving record with no previous suspensions for moving violations and have no record of moving violation within two years prior to the start of this Contract;
- C. Have at least one year’s experience driving public or multi-passenger vehicles;
- D. Have been a licensed operator with a minimum of three years driving experience;
- E. Have no conviction for drug-related felony or misdemeanor;
- F. Be at least 21 years of age; and
- G. Have no record of Driving While Intoxicated (DWI) or Driving under the Influence (DUI), of alcohol or drugs or of a driving-related felony.

The MPA, in its sole discretion, may require the Contractor to remove from the performance of this Contract any personnel deemed by MPA to be unsatisfactory. Reasons for deeming personnel unsatisfactory may include, but are not limited to, those listed above. Immediately upon request, the Contractor must provide verification that the qualified drivers meet the minimum requirements stated above.

Note: The Contractor's shuttle bus driver(s) shall assist cruise passengers with baggage handling while loading and unloading shuttle buses.

2.9 Operator Appearance

The Contractor's operators are expected to always present a professional appearance. Proper company uniform and appearance are essential for public acceptance and consistency with MPA policies. The Contractor will provide its employees with uniforms acceptable to the MPA Manager of Cruise Operations, or designee.

2.10 Vehicle Certification and Condition

The Contractor shall keep vehicles in good mechanical condition, in a clean and sanitary condition, and safe at all times in accordance with all applicable standards and requirements established by federal, State, and local law, regulations and ordinances, including, but not limited to, all safety standards, emission requirements, and handicap provisions.

2.11 Bus Maintenance

The Contractor shall be fully responsible for all maintenance and service of shuttle buses. All vehicles shall have operable heating and air conditioning. Shuttle buses must be maintained for cleanliness, be free of debris, and maintain a good appearance inside and outside.

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3 Contractor Requirements: General

3.1 Invoicing

3.1.1 General

- a) Subject to the performance of the work and its acceptance by the MPA, the Contractor may submit a monthly invoice for all appropriate charges for the services performed during the billing period. All such charges shall be derived in accordance with prices originally quoted on the Bid Form.
- b) Should the Contractor arrive more than one hour late or have an early dismissal, the MPA reserves the right to be billed for the actual hours worked at the “hourly rate” or the “minimum rate”, provided on the Bid Form, whichever is applicable.
- c) The Contractor shall email the original of each invoice to MPA Accounts Payable at the email address: mpainvoices@marylandports.com or mail to: MPA Accounts Payable, 401 East Pratt Street, Suite 1100, Baltimore, MD 21202.

All invoices for services shall be verified by the Contractor as accurate at the time of submission.

An invoice for services that are incomplete or that MPA has not accepted will not be processed for payment. An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- 1) Contractor’s name and address;
- 2) Remittance address;
- 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- 4) Invoice period (i.e., time period during which services covered by invoice were performed);
- 5) Invoice date;
- 6) Invoice number;
- 7) MPA assigned Contract number and/or MPA assigned (Blanket) Purchase Order number(s);
- 8) A detailed description of the services provided;
- 9) Amount due; and
- 10) Any additional documentation required by regulation or the Contract.

The MPA reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the MPA with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract; the reduced or withheld payments shall continue until such time as the Contractor brings itself into full compliance with the Contract.

Any action on the part of the MPA, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

MPA is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. The Contractor, however, is not exempt from such taxes and may be liable for the same.

Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.2 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised.

The requiring of any and all insurance as set forth in these specifications, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract Documents.

No acceptance and/or approval of any insurance by the Maryland Port Administration shall be construed as relieving or excusing the contractor, or the Surety of his Bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

The insurance as set forth in these specifications, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract Documents as defined in the Maryland Port Administration (MPA) Terms and Conditions – Contracts for Services (**Attachment H**) and including Contract Documents as defined in the Sample Service Agreement.

No acceptance and/or approval of any insurance by the Maryland Port Administration (MPA) shall be construed as relieving or excusing the Contractor, or the Surety of its Bonds, from any liability or obligation imposed upon either or both by the provisions of the Contract Documents.

The Contractor shall at all times during the term of this Contract, and until it has received Notice of Final Acceptance by the MPA, maintain in full force and effect the policies of insurance required by this Section. The Contractor shall provide MPA with evidence that the required insurance coverage has been obtained. Insurance companies must be rated A- VIII or better by AM Best and should be lawfully authorized to do business in the State of Maryland or in the jurisdiction where the work is being performed. The Contractor shall name the MPA, MDOT and the State of Maryland as additional insureds on each of the policies (except Workers’ Compensation) listed in Paragraph A. The commercial general liability additional insured endorsement should include “on-going operations” and “completed operations” coverage for the additional insured and a copy should be attached to the certificate of insurance. Such evidence may be provided by certificates of insurance duly issued and certified by the insurance company or companies furnishing such insurance. Certificates shall indicate effective dates and dates of expiration of policies. However, the Contractor, if requested by the MPA, shall provide certified true copies of any or all of the policies of insurance to the MPA.

Such evidence of insurance must be delivered to the MPA Office of Procurement within 5 days of the date of the notice of award and before the start of any work under this Contract. In the event, the evidence of insurance is not received within 5 days of the date of the notice of award, or if such evidence shows that the insurance coverage is insufficient respecting the limits and scope specified herein, then the MPA Office of Procurement reserves the right to cancel the notice of award because of breach of Contract and award the Contract to the next higher responsive and responsible bidder. Time is of the essence.

The Contractor shall not commence work under this Contract until all the insurance required under this section has been obtained and approved by the MPA, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved. The Contractors of every tier should waive (and require their insurers to waive by endorsement) subrogation rights against the State for losses and damages incurred under the insurance policies required by the agreement. Contractors’ general liability and automobile liability insurance

should be endorsed to include MPA, MDOT, and the State of Maryland as additional insureds and provide that such additional insured coverage will be primary and no contributions shall be permitted from any insurance or self-insurance maintained by the MPA, MDOT, or the State of Maryland.

All insurance policies required by this Section, or elsewhere in the Contract Documents, shall be so endorsed as to provide that the insurance carrier will be responsible for giving immediate and positive notice to the MPA in the event of cancellation or modification of the insurance policy by either the insurance carrier or the Contractor, at least sixty (60) days prior to any such cancellation or modification. A copy of the endorsement for each insurance policy shall be submitted to the MPA before any work under this Contract commences.

The Contractor shall purchase and maintain during the life of this Contract:

A. Workers' Compensation

1. Workers' Compensation insurance as required by the laws for the State of Maryland, which shall include Employer's Liability coverage for each accident, disease policy limit, and disease – each employee.

B. Liability Insurance

Occurrence forms of commercial general liability insurance covering the full scope of this agreement with limits not less than \$2,000,000 each occurrence limit for bodily injury/property damage, \$4,000,000 general aggregate limit per project, \$300,000 for Damage to Rented Premises, and \$10,000 medical payments to others. The commercial general liability coverage should include blanket contractual liability covering indemnity obligations. Such insurance shall include but shall not be limited to, the following:

1. *Commercial* general liability insurance including and covering: a) premises and operations liability, b) products and completed operations liability, c) independent Contractors, d) blanket contractual liability, e) employees as additional insureds, f) notice of occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) bodily injury or property damage for contamination by pollutants arising from the completed work, k) extended definition of bodily injury, l) personal and advertising injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, m) coverage for damage to property of the Maryland Port Administration, as well as other third parties resulting from negligence in the completion of the Contractor's services,
2. *Automobile* liability insurance. Coverage use of any company owned motor vehicle to be used in conjunction with this contract, including owned, hired automobiles and non-owned automobiles with limits not less than \$1,000,000 combined single limit.

C. Umbrella Liability Insurance

The Contractor shall also purchase and maintain an occurrence "umbrella" form of excess liability insurance containing coverage no less restrictive than that required in the underlying policies specified above. The required primary insurance shall be listed as underlying coverage in the first layer umbrella policy. The umbrella policies shall contain a minimum each occurrence limit and aggregate limit of \$5,000,000.

It is the sole responsibility of the Contractor to see that any and all of its subcontractors or their subcontractors carry insurance required herein to the extent Contractor wishes to impose on its subcontractor such liability insurance. Automobile liability insurance required herein shall be provided by each Subcontractor. The Contractor shall be held responsible for compliance and enforcement of the

MPA's insurance requirements and the Contractor's own requirements and for any modifications or waivers of these insurance requirements as they apply to Subcontractors.

The MPA shall have the right to require that the limits of liability set forth in the above paragraphs hereof be raised if in its sole judgment economic or insurance market conditions warrant. If additional costs are incurred because of raised limits, the pre-approved additional cost shall be added to the Contract sum.

Without limitation of any other provisions of this Contract, if (a) the Contractor's agreement herein to insure or to name as an additional insured the MPA or MDOT with respect to contractual liability assumed by the Contractor under the terms of the Contract Documents or otherwise, or (b) any Contract of insurance between the Contractor or any subcontractor and its insurance company, shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that such circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreements and obligations under the Contract Documents nor the validity or enforceability of such Contract of insurance, each of which shall be enforced to the fullest extent permitted by law.

The furnishing of evidence of insurance by certificate or policy copy that is not in conformance with the above requirements shall not constitute a waiver or amendment of the requirements. Any modification or waiver of the requirements is only effective if provided by the MPA in writing to the Contractor and agreed to by signature of any authorized Officer of the Contractor.

3.3 Additional Clauses

3.3.1 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

[Maryland's State Finance & Procurement Article §14-410](#) defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose". Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this Contract, to the greatest extent practicable.

3.3.2 No-Cost Extensions

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

3.3.3 MPA Photography Policy

Photography, filming, or videotaping on MPA terminals are prohibited without prior approval from MPA. All persons authorized to take photos, to film, or to videotape must adhere to the MPA Photography Policy. See: [Pages - Port Security: Photography Policy \(maryland.gov\)](#). Written requests for approval shall be submitted through the Procurement Officer listed on the Key Information Summary Sheet.

3.3.4 Health and Safety Program (HASP)

Providing a safe and healthful workplace for all personnel working on or near the worksite is the responsibility of the Contractor. The Health and Safety Program (HASP) shall require adherence to all applicable local, state, and federal regulations (see **Attachment I**, Contractor's Environmental Handbook). The following sections are mandatory, which are intended to be a minimum requirement and may need to be supplemented depending upon the circumstances of the project. It is the Contractor's responsibility to fully evaluate the project and anticipate additional health and safety requirements.

The Contractor shall provide documentation of its HASP, at a minimum, as described below. It is the responsibility of the Contractor to ensure that all subcontractor's HASP meet these minimum requirements. Such programs must be acceptable to MPA. HASP documentation shall be submitted to the Procurement Officer 10 business days after recommended award.

- A. **Responsibilities of project personnel.**
- B. **Accident Reporting and Investigation:** All accidents shall be investigated within 24 hours after the accident. A report describing what happened, witnesses, causes, and corrective actions shall be completed and maintained at the job sites. Copies of accident investigations must be submitted to MPA within 48 hours of an accident.
- C. **First Aid:** The HASP must identify the location of the first aid kit and the Contractor must ensure that qualified personnel responsible for administering first aid are onsite during working hours.
- D. **Emergency Procedures:** An emergency is defined as fire, medical, or environmental. A description of emergency response procedures must be provided. In the case of medical emergency DO NOT delay medical attention, call 911 first and then call MdTA Police (410-537-7911). For all other emergencies call the MDTA Police.

3.4 Security Requirements

The following requirements are applicable to the Contract:

3.4.1 Employee Identification

- a) The Contractor's Personnel shall display his or her company ID badge in a visible location at all times while on MPA premises. Upon request of authorized MPA personnel, each Contractor's Personnel shall provide additional photo identification.
- b) The Contractor's Personnel shall cooperate with MPA site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for MPA badge issuance.
- c) The Contractor shall remove any Contractor's Personnel from working on the Contract where the MPA determines, in its sole discretion, that Contractor's Personnel has not adhered to the Security requirements specified herein.
- d) The MPA reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.4.2 Security Clearance/Criminal Background Check

- a) As used in this provision, "personnel performing the Contract" means the Contractor and its employees, and all subcontractors and suppliers at any tier and their employees, including all individuals delivering goods to MPA terminals.
- b) Personnel performing the Contract, including personnel delivering goods, shall be subject to all policies and procedures of MPA or applicable to MPA regarding: (1) the security of MPA facilities, (2) ingress and egress to or from MPA facilities, and (3) movement within MPA facilities. Such policies and procedures include those relating to the Transportation Worker Identification Credential (TWIC). Applicable policies and procedures can be found at the MPA's website (under Port Security) at: <https://mpa.maryland.gov/Pages/port-security.aspx> and at <https://www.tsa.gov/for-industry/twic>. The Contractor shall comply with and be bound by all such policies and procedures, at no additional cost to MPA.

- c) The Contractor shall not be excused from performance of the Contract by the failure of personnel performing the Contract to possess a TWIC nor by the MPA's refusal to allow personnel performing the Contract from using an approved escort company to gain access to the MPA terminals.

The local TWIC enrollment center is located at:

TWIC Enrollment Center
2200 Broening Highway Suite 205
Baltimore, MD 21224
410-633-1170

- d) Personnel performing the Contract must enter and exit Dundalk Marine Terminal (DMT) and Seagirt Marine Terminal (SMT) through the DMT Truck Gate on Broening Highway and may not enter through the Personally Owned Vehicle (POV) Gate.
- e) A criminal background check for each of the Contractor's Personnel providing on-site services shall be completed prior to each of the Contractor's Personnel providing any services under the Contract.
- f) The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all of the Contractor's Personnel listed in sub-paragraph a. This check may be performed by a public or private entity.
- g) The Contractor shall provide certification to the MPA that the Contractor has completed the required criminal background check described in this IFB for each required Contractor's Personnel prior to assignment and that the Contractor's Personnel have successfully passed this check.

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4 Procurement Instructions

4.1 eMaryland Marketplace Advantage (eMMA)

- 4.1.1 eMMA is the electronic commerce system for the State of Maryland. The IFB, Bidders' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.1.2 In order to receive a Contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (224006-S Shuttle Bus Service) and shall be submitted in writing via email to the Procurement Officer no later than the date and time specified on the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for IFB amendments and posted on eMMA.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the MPA unless it issues an amendment in writing.

4.3 Procurement Method

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

4.4 Bid Due (Closing) Date and Time

- 4.4.1 Bids, in the number and form set forth in Section 5 Bid Format, must be received by the Procurement Officer no later than the Bid due date and time indicated on the Key Information Summary Sheet in order to be considered. Bids not received in the Procurement Officer's email inbox by this date and time are late and will not be considered.
- 4.4.2 Requests for extension of this date or time shall not be granted.
- 4.4.3 Bidders submitting Bids should allow sufficient delivery time to ensure timely receipt by the Procurement Officer.
- 4.4.4 Bidders are solely responsible for assuring that their Bids are received in the Procurement Officer's email inbox on or before the scheduled date and time for receipt of Bids. The date and time of an email submission is determined by the date and time of arrival of all required documents in the Procurement Officer's email inbox. Evidence that the email was sent prior to the deadline is **NOT** evidence of receipt by the Procurement Officer prior to the deadline. The Bidder is solely responsible for ensuring that the Procurement Officer receives the email by the deadline.
- 4.4.5 Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth on the Key Information Summary Sheet for receipt of Bids.
- 4.4.6 Bids may not be submitted by facsimile. Bids are **NOT** being accepted in eMMA.

- 4.4.7 Potential Bidders not responding to this solicitation are requested to submit the “No Bid Notice/Vendor Feedback” form, which includes company information and the reason for not responding.

4.5 Multiple or Alternate Bids

Multiple or alternate Bids will not be accepted.

4.6 Award Basis

- 4.6.1 A Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Bid price or most favorable evaluated Bid price (as referenced in COMAR 21.05.02.13) for providing the goods as specified in this IFB. Bidders must Bid on all line items. Partial or incomplete Bids will be rejected unless otherwise stated in the solicitation. See IFB Section 6 for Bid evaluation and award information.
- 4.6.2 Award of this Contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the MPA following any required approvals of the Contract, including approval by the Maryland Port Commission (MPC) and the Board of Public Works (BPW), if such approval is required.

4.7 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

4.8 Duration of Bids

Bids submitted in response to this IFB are irrevocable for the latest of the following: 120 days following the Bid due date and time or the date any protest concerning this IFB is finally resolved. This period may be extended at the Procurement Officer’s request only with the Bidder’s written agreement.

4.9 Revisions to the IFB

- 4.9.1 If the IFB is revised before the due date for Bids, the MPA shall post any addenda to the IFB on eMMA and shall endeavor to provide such addenda to all prospective Bidders that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It remains the responsibility of all prospective Bidders to check eMMA for any addenda issued prior to the submission of Bids.
- 4.9.2 Bidders shall acknowledge the receipt of all addenda to this IFB issued before the Bid due date.
- 4.9.3 Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not responsive.

4.10 Cancellations

- 4.10.1 The MPA reserves the right to cancel this IFB, accept or reject any and all Bids, in whole or in part, received in response to this IFB and to waive or permit the cure of minor irregularities.
- 4.10.2 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled, and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.10.3 If the services that are the subject of the IFB are currently being provided under an interagency agreement with a public institution of higher education and the MPA determines that the

services can be provided more cost effectively by the public institution of higher education, then the IFB may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.11 Incurred Expenses

The MPA will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or performing any other activities related to submitting a Bid in response to this solicitation.

4.12 Protest/Disputes

Any protest or dispute related to this solicitation, or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.13 Bidder's Responsibilities

- 4.13.1 Bidders must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder shall be responsible for Contract performance including any subcontractor participation.

4.14 Acceptance of Terms and Conditions

By submitting a Bid in response to this IFB, the Bidder accepts, and agrees to, all terms and conditions in this IFB, including but not limited to those related to the submission and evaluation of bids, and further acknowledges that its agreement to the IFB terms and conditions is supported by consideration. Further, the Bidder, if selected for award, shall be deemed to have accepted all attachments to this IFB, including MPA's Terms and Conditions and the Service Agreement, attached hereto as **Attachment F**, of this IFB. Any exceptions to this IFB or MPA's Terms and Conditions should be raised **prior to** Bid submission. Changes to the solicitation, MPA's Terms and Conditions, or the Bid Form made by the Bidder may result in Bid rejection.

4.15 Bid/Proposal Affidavit

A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this IFB.

4.16 Compliance with Laws/Arrearages

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.17 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment G** of this IFB. This Affidavit must be provided within five Business Days of notification of recommended award. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

4.18 Verification of Registration and Tax Payment

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

It is strongly recommended that any potential Bidder complete registration prior to the Bid due date and time. The Bidder's failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

4.19 False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

- 4.19.1 In connection with a procurement contract a person may not willfully:
 - a) Falsify, conceal, or suppress a material fact by any scheme or device.
 - b) Make a false or fraudulent statement or representation of a material fact.
 - c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 4.19.2 A person may not aid or conspire with another person to commit an act under Section 4.19.1.
- 4.19.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

4.20 Living Wage Requirements

- a) Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State service Contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor requires that a Contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- b) If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State Contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- c) Additional information regarding the State's living wage requirement is contained in **Attachment D**. Bidders must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement, (**Attachment D-1**) with their Bids. If the Bidder fails to complete and submit the required documentation, the MPA may determine the Bidder to not be responsible under State law.
- d) Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area

of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.

- e) The Procurement Officer has determined that 50% or more of the Contract value of services required by the Contract to be awarded under this solicitation must be performed in the Tier 1 Area (Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City). As of September 28, 2023, the Living Wage applicable to this contract is or will be \$16.13 per hour. However, the applicable Living Wage rate can be changed annually by the Commissioner of Labor and Industry. If the rate is changed by the Commissioner, the contractor must pay the higher Living Wage rate at no additional cost to MDOT MPA. In order to comply with the Living Wage law, the Contractor is required to furnish certified payrolls to the Commissioner of Labor and Industry, at no additional cost to MDOT MPA.
- f) Each Offeror, the successful Contractor, and all subcontractors are solely responsible for determining whether or not the Living Wage Law applies to: (1) a Contract resulting from this solicitation; (2) a Contractor awarded a Contract as a result of this solicitation; (3) subcontractors performing services under a Contract awarded a Contract as a result of this solicitation; and (4) particular employees of the Contractor or subcontractor. The Maryland Port Administration, the Maryland Department of Transportation, the State, and their employees, officers, and officials are not responsible for any failure of a contractor or subcontractor to comply with the Living Wage Law.
- g) **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change.

4.21 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement Contracts. The Contractor shall comply with the prompt payment requirements. Additional information is available on GOSBA's website at:

<http://www.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.22 Small Business Reserve (SBR) Procurement

- 4.22.1 This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by GOSBA Small Business Reserve Program are eligible for award of a Contract.
- 4.22.2 A Bid submitted by the Bidder must be accompanied by a completed Small Business Affidavit. A copy of this Affidavit is included as **Attachment E** of this IFB.
- 4.22.3 **Ineligible Bids.** Under a small business reserve procurement, a business that is not a certified small business is ineligible for award of a Contract.
- 4.22.4 Before awarding a Contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the Governor's Office of Small, Minority & Women Business Affairs as a small business. A procurement Contract award under a small business reserve may not be made to a business that has not been SBR certified.

4.23 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <https://www.dlr.state.md.us/paidleave/>.

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5 Bid Format

5.1 One Part Submission

Each Bidder shall submit its Bid with all Required Bid Submissions (see IFB **Section 5.4**) in a single sealed package.

5.2 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form. The Bidder shall complete the Bid Form only as provided in the Bid Pricing Instructions and the Bid Form. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the MPA.

5.3 Required Bid Submission

A Bidder shall include the following with its Bid:

- 5.3.1 **Acknowledgement** of all addenda to this IFB.
- 5.3.2 **Minimum Qualifications Documentation.** The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in IFB Section 1.
- 5.3.3 **Contractor Qualifications.** The Bidder shall submit Contractor Qualifications documentation that may be required, as set forth in IFB **Section 2.4**.
- 5.3.4 Completed Required Attachments. Submit one (1) copy of each with original signatures:
 - 1) Completed Bid Form (**Attachment A-2**).
 - 2) Completed Bid/Proposal Affidavit (**Attachment B**).
 - 3) Bidder's Company Profile and References (**Attachment C**).
 - 4) Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment D-1**).
 - 5) Small Business Contract Affidavit (**Attachment E**).

5.4 Delivery

- 5.4.1 Bids are to be emailed to the Procurement Officer's email address listed on the Key Information Summary Sheet. Email submissions:
 - A. Bids submitted via email must not exceed 8Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
 - B. The email submission subject line shall state the IFB No. 224006-S.

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6 Bid Evaluation and Award

6.1 Bid Evaluation Criteria

The Bids will be evaluated based on the Total Bid Price, as per COMAR 21.05.07.06D(2). All responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price as submitted on the **Attachment A-2 - Bid Form**.

6.2 Reciprocal Preference

- 6.2.1 Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:
- a) The Maryland resident business is a responsible Bidder;
 - b) The lowest responsive Bid is from a responsible Bidder whose principal office, or principal base of operations is in another state;
 - c) The other state gives a preference to its resident businesses through law, policy, or practice; and
 - d) The preference does not conflict with a federal law or grant affecting the procurement Contract.
- 6.2.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.3 Award Determination

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

6.4 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents as directed in Table 1 of **Section 7 – IFB Attachments**.

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7 IFB ATTACHMENTS

Instructions Page

A Bid submitted by the Bidder must be accompanied by the completed forms and/or affidavits identified as “with Bid” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this IFB, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the Bid:

1. For email submissions, submit one (1) copy of each with signatures.

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit one (1) copy of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: IFB ATTACHMENTS

When to Submit	Label	Attachment Name
With Bid	A	Bid Form (A-2)
With Bid	B	Bid/Proposal Affidavit
With Bid	C	Bidder’s Company Profile and References
With Bid	D	Maryland Living Wage Requirements Affidavit of Agreement for Service Contracts (D-1)
With Bid	E	Small Business Contract Affidavit
5 Business Days after recommended award	F	Sample Service Agreement (Contract)
5 Business Days after recommended award	G	Contract Affidavit
N/A	H	MPA’s Terms and Conditions – Contracts for Services
N/A	H	Contractor’s Environmental Handbook
N/A	J	Cruise Schedule
N/A	K	MPA Cruise Terminal Circulation Access Map
Additional Submissions		
Y	With Bid	Copies of the last two year-end financial statements or best available equivalent reports. (See Section 2.4)

When to Submit		Label	Attachment Name
Y	With Bid		Names and resumes (maximum two pages each) of the operators who will be assigned to the Contract. (See Section 1.1.2 B)
Y	With Bid		Written narrative presenting the company’s proposed method for accomplishing MPA’s objective of providing shuttle bus service at the South Locust Point Cruise Terminal as set forth in this IFB. (See Section 2.4)
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (See Section 3.2) ; 1 copy
Y	10 Business Days after recommended award		HASP (See Section 3.3.4) ; 1 copy

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Attachment A: Bid Instructions & Form

A-1 Bid Instructions

In order to assist each Bidder in the preparation of its Bid and to comply with the requirements of this solicitation, Bid Instructions and a Bid Form have been prepared. Each Bidder shall submit its Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid may be determined to be not responsive. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the MPA will pay for the specific goods identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods required through this IFB and proposed by the vendor at **No Cost to the MPA** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Bid not responsive.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.02.12 and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the MPA and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered on the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of goods as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for evaluation purposes only. Unless stated otherwise in the IFB, the MPA does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined not responsive.

A-2 Bid Form

The Bid Form shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Instructions. Do not amend, alter, or leave blank any items on the Bid Form. If option years are included, Bidders must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Bid being determined not responsive.

See separate Excel Bid Form labeled Attachment A-2 Excel Bid Form.

Attachment B: Bid/Proposal Affidavit

A. AUTHORITY

I HEREBY AFFIRM THAT:

I (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all Bids/Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.

"Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any Contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Bid/Proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the Contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the Contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal. Without limiting any other provision of the solicitation on this project, it is understood that if the

certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any Contract awarded based on the Bid/Proposal.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.14; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification, or destruction of records or receiving stolen property;

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

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

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

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

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

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

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

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax;

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;

(d) §7206, Fraud and False Statements; or

(e) §7207 Fraudulent Returns, Statements, or Other Documents.

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review.

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review.

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)-(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment): _____
_____.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension). _____
_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification): _____
_____.

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Maryland Department of Labor, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

(2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

_____.

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISREAL

I FURTHER AFFIRM THAT:

In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for Bid/Proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the Bid/Proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

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

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

By: _____
Signature of Authorized Representative and Affiant

Date: _____

Printed name: _____
Printed Name of Authorized Representative and Affiant

Title: _____
Title of Authorized Representative and Affiant

SUBMIT THIS AFFIDAVIT WITH BID

Attachment C: Bidder's Company Profile and References

- 1. FAILURE TO PROVIDE ALL INFORMATION ON THIS DOCUMENT MAY RENDER YOUR BID NON-RESPONSIVE.
- 2. BIDDERS SHALL HAVE AT LEAST FIVE YEARS EXPERIENCE IN PROVIDING SIMILAR TYPES OF SERVICES AS SPECIFIED IN THIS IFB.

Information furnished in response to this Bidder's Company Profile and References document and any verification made by the MPA shall provide a basis for determining the responsiveness of Bidders. In the event that references are deemed insufficient by the MPA, the MPA reserves the right to determine the Bidder as non-responsive, which will cause the rejection of their Bid.

Company Name: _____ Contact Person: _____

Address of Parent Company (if applicable): _____

FEIN#: _____ Phone #: _____ Fax #: _____

Date of Incorporation: _____

Number of Years in Business Under the Present Name: _____

Other/Former Names under which your Business has operated: _____

Type of Business (i.e., Corporation, Partnership, Individual, Joint Venture): _____

References: List at least three references that collectively are able to attest to the Bidder's required years of experience in providing all labor, materials, equipment, supervision, and expertise required to provide shuttle bus service and baggage handling services as specified in Section 2 of the IFB. Provide the following information for references:

1. Client Name: _____ Client Contact: _____

Phone No.:(____) _____ Contract Duration: _____ Contract Value \$ _____

Address _____ City/Town _____ State _____ Zip _____

Description of Services provided: _____

2. Client Name: _____ Client Contact: _____

Phone No.:(____) _____ Contract Duration: _____ Contract Value \$ _____

Address _____ City/Town _____ State _____ Zip _____

Description of Services provided: _____

3. Client Name: _____ Client Contact: _____

Phone No.:(____) _____ Contract Duration: _____ Contract Value \$ _____

Address _____ City/Town _____ State _____ Zip _____

Description of Services provided: _____

4. Client Name: _____ Client Contact: _____

Phone No.:(____) _____ Contract Duration: _____ Contract Value \$ _____

Address _____ City/Town _____ State _____ Zip _____

Description of Services provided: _____

5. Client Name: _____ Client Contact: _____

Phone No.:(____) _____ Contract Duration: _____ Contract Value \$ _____

Address _____ City/Town _____ State _____ Zip _____

Description of Services provided: _____

The MPA reserves the right to request additional references or utilize references not provided by the Bidder. Points of contact must be accessible and knowledgeable regarding Bidder's performance.

SUBMIT THIS DOCUMENT WITH BID

Attachment D: Maryland Living Wage Affidavit of Agreement for Service Contracts

- A. This Contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State Contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the Contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State Contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State Contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State Contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State Contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service Contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- A. If the Unit responsible for the State Contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the Contract or program.
- B. A Contractor must not split or subdivide a State Contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- C. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- D. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage

Law must comply with the rate requirements during the initial term of the Contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- E. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor, and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- F. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor, and Employment Article, §3-413.
- G. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- H. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

D-1 Maryland Living Wage Affidavit of Agreement for Service Contracts

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed Contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed Contract value is less than \$100,000

If the Contract is a Living Wage Contract

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

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

- All employee(s) proposed to work on the MPA Contract will spend less than one-half of the employee’s time during every work week on the MPA Contract;
- All employee(s) proposed to work on the MPA Contract will be 17 years of age or younger during the duration of the MPA Contract; or
- All employee(s) proposed to work on the MPA Contract will work less than 13 consecutive weeks on the MPA Contract.

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

Name of Authorized Representative: _____
Signature of Authorized Representative: _____
Date: _____ Title: _____
Witness Name (Typed or Printed): _____
Witness Signature & Date: _____

SUBMIT THIS AFFIDAVIT WITH BID

Attachment E: Small Business Affidavit

I, _____ (type or print your name legibly), affirm to the State of Maryland that:

1. I am the _____ (type or print legibly your title, office, or capacity) of _____ (type or print legibly the correct and complete company name) hereinafter referred to as the "Business".
2. The Business is:
 - (a) a for-profit enterprise;
 - (b) not a broker, as defined in COMAR 21.01.02.01B(13-1);
 - (c) independently owned and operated;
 - (d) not a subsidiary of another business;
 - (e) not dominant in its field of operation;
 - (f) With respect to employees, either:
 - (i) The wholesale operations of the Business did not employ more than 50 persons in its most recently completed 3 fiscal years;
 - (ii) The retail operations of the Business did not employ more than 25 persons in its most recently completed 3 fiscal years;
 - (iii) The manufacturing operations of the Business did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (iv) The service operations of the Business did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (v) The construction operations of the Business did not employ more than 50 persons in its most recently completed 3 fiscal years; or
 - (vi) The architect and engineering services of the Business did not employ more than 100 persons in its most recently completed 3 fiscal years; or
 - (g) With respect to gross sales:
 - (i) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
 - (ii) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
 - (iii) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - (iv) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
 - (v) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
 - (vi) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales shall be the average(s) for each year or part of year during which the Business has been in existence.

3. For the exclusive purpose of pursuing out-of-State contracts, the Business has:

- (a) 250 or fewer employees; or
- (b) Average annual gross receipts of \$10,000,000 or less averaged over its most recently completed three fiscal years.

4. For small businesses claiming an additional percentage preference for being veteran-owned (2%) or disabled-veteran-owned (3%), initial next to the applicable statement:

- (a) _____ The Business is at least 51% owned and controlled by one or more individuals who are veterans as defined in 38 U.S.C. §101(2) and who are domiciled in Maryland; or
- (b) _____ The Business is at least 51% owned and controlled by one or more individuals who are disabled veterans domiciled in Maryland and who have been certified by the U.S. Department of Veterans Affairs as having a service-connected disability regardless of the disability rating.

5. I am fully authorized by the Business to provide this Affidavit.

6. Upon request of the State of Maryland, the Business promises to provide the State promptly with copies of the complete federal and state (all states in which the Business filed returns) income tax returns for the most recently completed 3 fiscal years of the Business.

7. I understand that the State of Maryland may rely upon this Affidavit and that if the information provided by me in this certification is false, I may be subject to criminal prosecution for perjury, procurement fraud, and other crimes and any contract awarded to the Business in reliance upon this Affidavit may be void or subject to termination for default.

UNDER PENALTIES OF PERJURY, I hereby swear that the matters stated in this Affidavit are true.

_____ (Date) _____ Signature

Type or print name legibly _____

MARYLAND SMALL BUSINESS QUALIFICATION NUMBER: _____

Date of Most Recent Qualification: _____

Penalties for Submitting False Information. If information provided by the Business in the Affidavit or by other means is materially false, the Bidder or Offeror and the individual providing the false information may be subject to criminal prosecution for perjury, procurement fraud, and other crimes and may be subject to debarment, and all contract awards to the Business in reliance upon the inaccurate Affidavit or other information may be void or subject to termination for default.

SUBMIT THIS AFFIDAVIT WITH BID

Attachment F: Sample Service Agreement (Contract)

MARYLAND PORT ADMINISTRATION

SERVICE AGREEMENT

CONTRACT NO. 224006-S

SHUTTLE BUS SERVICE

THIS SERVICE AGREEMENT (hereinafter the "Agreement"), entered into this _____ day of _____ 2024, by and between the

MARYLAND PORT ADMINISTRATION

Office of Procurement, Suite 1100
401 E. Pratt Street
Baltimore, Maryland 21202
(hereinafter "MPA")

and

AWARDEE

(hereinafter "Contractor")

WHEREAS, the MPA has chosen the Contractor and the Contractor has agreed to supply the services and perform the work described herein and to be bound by the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained the MPA and the Contractor promise and agree as follows:

ARTICLE 1 – SERVICES TO BE PROVIDED BY THE CONTRACTOR

1.1 Scope of Work

The Contractor shall provide Shuttle Bus Services as set forth in the Contract Documents defined in Section 1.2 of this Agreement.

1.2 Contract Documents

The Contract between the parties shall consist of the following documents ("Contract Documents"), which are hereby incorporated into and expressly made a part of this Agreement.

- A. This Agreement;
- B. The MPA's Invitation for Bids ("IFB") No. 224006-S, dated _____, eMaryland Marketplace Advantage Solicitation No. _____, copies of which are attached hereto;
- C. The Contractor's Bid, a copy of which is attached hereto;
- D. The Contractor's executed Bid/Proposal Affidavit; a copy of which is attached hereto;
- E. The Contractor's executed Contract Affidavit; a copy of which is attached hereto;

- F. The Contractor's executed Small Business Contract Affidavit; a copy of which is attached hereto;
- G. The Contractor's executed Living Wage Affidavit; a copy of which is attached hereto; and
- H. The Maryland Port Administration's Terms and Conditions – Contracts for Services

ARTICLE 2 - COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Price

The MPA shall reimburse the Contractor for the services provided and performed hereunder at the rates and compensation as provided in the Contract Documents.

2.2 Invoices/Manner of Payment

The Contractor shall submit a monthly invoice to the MPA for the services provided. A standard billing format shall be followed including, but not limited to; the Contractor's Federal Tax Identification Number of _____, Contract Number 224006-S and the MPA's Blanket Purchase Order No. P224006. The MPA shall cause said billing to be promptly paid, provided that the Contractor is not in default of this Agreement.

ARTICLE 3 – TERM

The Term of the Contract shall be for three years commencing on July 1, 2024, ending at the end of the day on June 30, 2027, with two one-year option periods.

ARTICLE 4 – CONTRACT REPRESENTATIVES

The following individuals are designated as Contract Representatives for their respective parties:

MPA:

Maryland Port Administration
2001 East McComas Street
Baltimore, MD 21230

Phone:

Contractor:

Phone:

The Contractor's Contract Representative as identified in this Agreement shall be deemed to have authority to render any decision and take any action required under the Contract. The MPA's Contract Representative, as identified in this Agreement, is the person to be contacted by the Contractor for the purposes of communicating routine information, requesting assistance, or making routine inquiries with respect to the Contract. An authorized MPA official or employee acting in the capacity of Procurement Officer is the only official authorized to authorize changes to the Scope of Work or to issue modifications to the Contract.

Except as otherwise required by law, service of any notice required by the Contract shall be complete upon receipt of such notice, postage prepaid, to the appropriate Contract Representative at the address indicated in this Agreement. If no Contract Representative is named, then the person executing the Agreement for a party shall be the Contract Representative for purposes of notice. To the extent that applicable law requires that a notice or document be sent to, filed with, or served on the Procurement Officer, nothing in the Contract shall authorize the sending, filing, or service of any such notice or document to a person other than the Procurement Officer.

ARTICLE 5 – INDEPENDENT CONTRACTOR

The Contractor is not an employee of the MPA but is an independent contractor as that term is normally defined. The Contractor shall be responsible for providing all equipment and related services necessary for performance of all obligations under the Contract, and for withholding any taxes and Social Security payments due in relation to the Contract. The Contractor is not an agent of the MPA or the State of Maryland and cannot commit the MPA or the State to any expenditure of funds or enter into any contractual obligation on behalf of the MPA or the State.

ARTICLE 6 – INSURANCE

The Contractor shall provide and maintain during the term of the Contract the insurance coverage required by the IFB.

ARTICLE 7 – SUBCONTRACTORS/PERSONNEL EMPLOYED

7.1 Subcontractors

A. The Contractor shall not subcontract any of the work to be performed under this Agreement, including subcontracts of any tier, without the prior written approval of the MPA. All work subcontracted for under the Contract shall be based upon a written agreement between the Contractor and subcontractor incorporating the provisions of the Contract except where expressly waived by the Procurement Officer.

B. The Contractor shall comply with all applicable laws, regulations, and procedures of the MPA in the procurement of all subcontractors, and the approval of a subcontract by the MPA shall not operate as a waiver of this requirement or an acknowledgement that it has been satisfied.

7.2 Contractor/Subcontractor Personnel

7.2.1 The Contractor represents that it has, or will secure, all personnel, subcontractors (if permitted by the MPA), and experts required to perform the work under the Contract.

7.2.2 The Contractor shall submit to the MPA the name, classification, and resume of each such individual proposed for assignment to the Project. Any modification to the originally proposed staff will require submission of the above required information and will be subject to MPA's approval.

7.2.3 The MPA's Contract Representative, at her or his sole discretion, may require the Contractor to replace an employee of the Contractor or a subcontractor for sufficient cause. Such cause may include, but is not necessarily limited to: deficient performance, lack of responsiveness, illegal or immoral acts, negligence, incompetence, or inefficiency. Should a replacement be requested, the Contractor shall submit to the MPA's Contract Representative for approval the information specified in subparagraph 7.2.2 above for the proposed replacement. The MPA's Contract Representative shall have the right to interview the proposed replacement before rendering a decision.

ARTICLE 8 – EXCLUSIVE AGREEMENT

This Agreement is the exclusive statement of the agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards, written and oral, relating to its subject matter. Any changes, alterations, and modifications in the services of this Agreement may only be made by an agreement in writing executed by both parties and approved by the MPA and, if required, the Maryland Port Commission and the Maryland Board of Public Works.

ARTICLE 9 – WARRANTY OF AUTHORITY TO EXECUTE CONTRACT

The person signing this Agreement on behalf of the Contractor represents and warrants that the Contractor is duly organized and validly existing and that this Agreement has been authorized by all necessary parties, is validly executed by an authorized officer or agent of the Contractor having authority to bind the Contractor, and is binding upon and enforceable against the Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

ATTEST:

AWARDEE:

By: _____
President

WITNESS:

MARYLAND PORT ADMINISTRATION

By: _____
Procurement Officer

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

Assistant Attorney General

Attachment G: Contract Affidavit

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, *(print name)* _____ possess the legal authority to make this Affidavit.

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

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

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

and is registered or qualified as required under Maryland Law.

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

Name and Department ID Number: _____

Address: _____

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

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.

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

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____ *(printed name of Authorized Representative and affiant)*
_____ *(signature of Authorized Representative and affiant)*

Attachment H: MPA's Terms and Conditions – Contracts for Services

1. DEFINITIONS

Wherever in these Terms and Conditions or in other Contract documents the following terms or abbreviations are used, the meaning shall be as follows.

A. Definitions of State Procurement Law

Definitions set forth in Division II of the State Finance and Procurement Article, Annotated Code of Maryland and COMAR Title 21 are incorporated into these Terms and Conditions.

B. Other Definitions

- (1) "Administration" means the Maryland Port Administration.
- (2) "COMAR" means the Code of Maryland Regulations.
- (3) "Department" and "MDOT" mean the Maryland Department of Transportation.
- (4) "MPA" means the Maryland Port Administration.
- (5) "Offeror" means a person or business submitting an offer or proposal in procurement by competitive sealed proposals or other negotiated procurement process.
- (6) "Secretary" means the Secretary of MDOT.
- (7) "Subcontractor" means any person or business, including a supplier, undertaking to provide a part of the scope of work, services, materials, or supplies required under the terms of the Contract.

2. PREPARATION OF A BID OR PROPOSAL

Bids or proposals shall be submitted on the forms or in the format provided by MPA.

3. PUBLIC INFORMATION ACT NOTICE

Bidders and offerors should give specific attention to the identification of those portions of bids or proposals which they deem to be confidential, proprietary information or trade secrets. The bidder or offeror should provide any justification why such materials, upon request, should not be disclosed by MPA under the Maryland Public Information Act, Section 4-101 *et seq.* of the General Provisions Article of the Annotated Code of Maryland. MPA will make the final determination of whether a document must be disclosed.

4. SANCTIONS UPON IMPROPER ACTS

- A. In the event the Contractor or any of its officers, partners, principals, or employees, is convicted of a crime arising out of, or in connection with, the procurement of work or service to be done or payment to be made under this Contract, the Contract may, in the discretion of MPA, be terminated.
- B. Section 16-203 of State Finance and Procurement Article of the Annotated Code, and COMAR 21.08.01, which relate to Contracts with persons convicted of bribery, attempted bribery or conspiracy to bribe are incorporated in this Contract by reference.

- C. Section 11-205 of State Finance and Procurement Article and COMAR 21.08.03 relating to collusion for purposes of defrauding of the State are incorporated into this Contract by reference.
- D. Subtitle 08 of Title 21 of COMAR, "Disqualification, Suspension, Debarment, Reinstatement, and Sanctions" is incorporated into this Contract by reference.

5. COMPLIANCE WITH LAWS; ARREARAGES; ETC.

The Contractor hereby represents and warrants that:

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

6. NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor agrees:
 - (1) To comply with all applicable State and Federal law pertaining to nondiscrimination in employment;
 - (2) Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability of a qualified individual with a disability;
 - (3) To include a provision similar to that contained in subsection (a) above, and in any subcontract except a subcontract for standard commercial supplies or raw materials; and
 - (4) To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- B. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, MPA shall impose such sanctions as it may determine to be appropriate, including but not limited to:
 - (1) Withholding of payment to the Contractor under the Contract until the Contractor complies, and/or
 - (2) Cancellation, termination, or suspension of the Contract in whole or in part.

7. DISSEMINATION OF INFORMATION

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

8. NONHIRING OF EMPLOYEES

No official or employee of the State of Maryland, as defined under State Government Article, 15-102, Annotated Code of Maryland, whose duties as such official or employee includes matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

9. CONTINGENT FEE PROHIBITION

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

10. CONFLICT OF INTEREST LAW

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

11. FINANCIAL DISCLOSURE

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into Contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more, shall, within 30 days of the time when the aggregate value of these Contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

12. POLITICAL CONTRIBUTION DISCLOSURE

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

when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website: http://www.elections.state.md.us/campaign_finance/index.html.

13. PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

14. COST AND PRICE CERTIFICATION

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

15. CONTRACT ADMINISTRATION

This Contract will be administered on behalf of MPA by the Procurement Officer and/or by the responsible Contract Administrator(s).

16. AUTHORITY OF THE PROCUREMENT OFFICER

- A. The Procurement Officer and/or responsible Contract Administrator(s) shall decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any or all plans and/or specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
- B. The Procurement Officer and/or responsible Contract Administrator(s) shall determine the amount of work performed to be paid for under the Contract.
- C. The Procurement Officer shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.
- D. The Procurement Officer and/or responsible Contract Administrator(s) may authorize progress payments for work satisfactorily completed, subject to such retainage that the solicitation specifies as appropriate.

17. CORPORATE REGISTRATION AND TAX PAYMENT CERTIFICATION

Businesses are required to execute a Certification of Corporation Registration and Tax Payment (contained in the Contract Affidavit).

18. NOTICE TO PROCEED; PROSECUTION OF WORK

- A. Except as provided in B, after the Contract has been executed, MPA will issue to the Contractor a Notice to Proceed and this notice will stipulate the date on or before which the Contractor is expected to begin work. Any preliminary work started before receipt of the Notice to Proceed shall be at the risk of the Contractor.
- B. A Notice to Proceed shall not be required if the Contract or solicitation provides the Contractor to commence performance of the Contract on a date stated in the Contract or solicitation.
- C. The Contractor shall begin work promptly at or within the time specified in the Contract. The work shall be prosecuted diligently until the entire Contract is complete.

19. DISCREPANCIES IN DOCUMENTS

In the event the Contractor discovers any discrepancies in the Contract or other relevant documents, the Contractor shall immediately notify the Procurement Officer. The Procurement Officer will then make such corrections and interpretations as may be deemed necessary in the best interest of MPA and for fulfilling the intent of the Contract.

20. CONTRACTOR'S INSURANCE

- A. Prior to the start of work on any Contract, the Contractor shall submit to the Procurement Officer one or more certificates of insurance indicating that the Contractor carries insurance against the risks and in the amounts specified elsewhere in the Contract.
- B. The Contractor shall maintain property and casualty insurance with minimum limits sufficient to replace, at the then current value, State of Maryland and using entity equipment, components, software, etc. which is destroyed, damaged, lost, or stolen while in the custody of the Contractor, its agents, servants, employees, or subcontractors.
- C. The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits so that the State, its officials, employees, agents, servants, guests and other contractors and subcontractors are reasonably covered in the event of injury or death. The Contractor shall assure that any subcontractors used by Contractor in connection with this Contract also carry such coverage.
- D. MPA and the State of Maryland shall be named as additional insureds on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage, and certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities. All insurance policies must be with a company licensed to do business in Maryland.
- E. The Contractor may be required by the solicitation to provide additional insurance coverage.

21. RESPONSIBILITY FOR CLAIMS AND LIABILITY

- A. The Contractor shall indemnify and hold harmless MPA, MDOT, and the State of Maryland and their officers, agents, and employees, from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, arising out of or resulting from errors or omissions in performance, and negligent, reckless, or intentional performance or nonperformance of the services of the Contractor or those of its subcontractors, agents, or employees under this Contract, or arising from or based on the violation of any federal, State or local law, ordinance, regulation, order, or decree, whether by itself or its employees or subcontractors.
- B. MPA, DMOT, and the State of Maryland have no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- C. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

22. MINORITY BUSINESS ENTERPRISE COMPLIANCE

This Contract is subject to the applicable provisions of Title 14, Subtitle 3 of the State Finance and Procurement Article, Annotated Code of Maryland; COMAR 21.11.03 (Minority Business Enterprise Policies); and COMAR 11.01.10, which incorporates by reference the Minority Business Enterprise Program Manual. Copies of the Minority Business Enterprise Program Manual may be requested from the Maryland Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. This Contract is also subject to all applicable federal and State law and regulations pertaining to Minority Business Enterprise and Affirmative Action.

23. COOPERATION BY CONTRACTOR

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

24. COOPERATION BETWEEN CONTRACTORS

The Contractor agrees in the event of dispute as to cooperation between Contractors, the Procurement Officer and/or Contract Administrator(s) will act as referee and decisions made by the Procurement Officer and/or Contract Administrator(s) will be binding. The Contractor agrees to make no claims against MPA for any inconvenience, delay or loss experienced because of the presence and operations of other contractors.

25. SUBCONTRACTING; ASSIGNMENT; NOVATION OR CHANGE OF NAME

- A. This Contract is subject to COMAR 21.05.02.24.
- B. The Contractor shall not subcontract, transfer, or assign the whole or any part of this Contract without the prior written consent of the Procurement Officer; provided, however, that a Contractor may assign monies receivable under a Contract after due notice to MPA. In case the Contractor assigns all or any part of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause providing that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. MPA is not

responsible to Contractor's assignees for the fulfillment of the Contractor's obligations to subcontractors.

26. CHANGES OR MODIFICATIONS IN THE SERVICES; WORK ORDERS

A. Changes.

- (1) The Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be an order, make any change in the work within the general scope of the Contract, including but not limited to changes:
 - (a) In the specifications (including drawings and designs);
 - (b) In the method or manner of performance of the work;
 - (c) In the State-furnished facilities, equipment, materials, services, or site; or
 - (d) Directing acceleration in performance or delivery.
- (2) Any other written order or an oral order, including a direction, instruction, interpretation, or determination from the Procurement Officer that causes or constitutes any such change shall be treated as a change order under this clause provided that the contractor gives the Procurement Officer written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.
- (3) Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a change under this clause or entitle the contractor to an equitable adjustment hereunder.
- (4) Subject to paragraph (6) of this subsection, if any change under this clause causes an increase or decrease in the contractor's cost of, or the time required for, the performance of any part of the work under the Contract, whether or not changed by an order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any order under (2) above shall be allowed for any costs incurred more than twenty (20) days before the contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the contractor in attempting to comply with such defective specifications.
- (5) If the contractor intends to assert a claim for an equitable adjustment under this section, he shall do so in accordance with and subject to the disputes procedures of the Contract.
- (6) Each contract modification or change order that affects contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the contract budget or total cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the contract is adjusted to permit its completion within the project budget.

- (7) No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment is made under this Contract.
- (8) As used in this section, “work” means any and all commodities, supplies, goods, materials, labor, services, manner or time of delivery or performance, or other elements of performance required to be furnished or supplied by the contractor under this Contract.

B. Miscellaneous.

- (1) In the event of a dispute between MPA and the contractor as to whether any work is included in the scope of the Contract such that the contractor would be obligated to provide that work at no additional cost to the State, the Procurement Officer may order the contractor under this section to perform or provide the work (a “Work Order”). If the contractor considers such an order to be a change in the scope of the Contract entitling the contractor to additional compensation, a time extension, or other relief, the contractor must provide the notice required by this section and initiate a claim therefore in accordance with Contract requirements. An order of the Procurement Officer, by virtue of being called or referred to as a “change order,” does not necessarily constitute a change in the scope of the Contract or in the work required under the Contract. The contractor shall not be entitled to additional compensation, a time extension, or other relief for complying with an order of the Procurement Officer if the Contract otherwise requires the contractor to perform as stated in the order.
- (2) Upon receipt of a signed written order of the Procurement Officer under this section, the contractor shall comply with the order promptly, within the requirements of the required completion or delivery time, whether or not the contractor signs or accepts the change order. Failure to comply with the order in a timely manner shall constitute a breach of the Contract and grounds for termination for default or any other remedy available to MPA.
- (3) MPA may issue a unilateral order on MPA’s terms (including a promise to pay the contractor a “not to exceed” (“NTE”) amount) which the contractor may then dispute in accordance with the disputes procedures of the Contract. Pending resolution of such a dispute, contractor must proceed diligently with performance of the Contract as ordered by the Procurement Officer.
- (4) The terms “not to exceed” and “NTE” when used in a change order mean that the amount of the change order (whether an increase or a decrease in the contract amount) will be a reasonable amount not to exceed the amount stated.

27. APPROVAL AUTHORITY

This Contract, including any change order or amendment thereto, is subject to approval requirements established by law, the Board of Public Works, the Secretary, the Maryland Port Commission, the Executive Director of MPA, and other applicable control authorities.

28. OWNERSHIP OF DOCUMENTS

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

- B. The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for MPA, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

29. MULTIYEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

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

30. OCCUPATIONAL SAFETY & HEALTH ACT (OSHA)

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

31. DISPUTES; NO ELECTRONIC NOTICES OF CLAIM OR CLAIMS

- A. This procurement and the Contract shall be subject to the provisions of Title 15, Subtitle 2 of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR.21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.
- B. In accordance with COMAR 21.10.02.02 MPA will **not** accept notices of claim or claims by any electronic means (including by facsimile or email).

32. REMEDIES AND TERMINATION

A. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, MPA may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor shall, at MPA's option, become MPA's property. MPA shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR, Title

21.07.01.11.B.

B. Termination for Convenience

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

C. Obligations of Contractor Upon Termination

Upon notice of termination as provided in A or B above, the Contractor shall:

- (1) Take immediate action to discontinue its work and demobilize its work force in an orderly manner so as to minimize the incurrence of costs.
- (2) Take such action as may be necessary to protect the property of the State of Maryland, place no further orders or subcontracts, assign to MPA in the manner and to the extent directed by MPA all of the rights, title and, if ordered by MPA, possession and interest of Contractor under the orders or subcontracts terminated.
- (3) Transfer title to MPA of all materials, equipment, data, drawings, specifications, reports, estimates and such other information accumulated by the Contractor in performing this Contract, for the cost of which the Contractor has been or will be reimbursed under the terms of the Contract.

D. Remedies Not Exclusive

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

33. DELAYS AND EXTENSIONS OF TIME

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

34. OBLIGATION TO CORRECT DEFECTIVE PERFORMANCE

Neither the final acceptance of any work or payment therefore nor any provision in the Contract documents nor partial or entire use of any work by MPA shall constitute an acceptance of work not performed in

accordance with the Contract documents or relieve the Contractor of liability for any express warranties or responsibility for faulty performance, materials, or workmanship.

35. PATENT INDEMNITY

- A. If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit MPA to use such item or items.
- B. The Contractor will defend or settle, at its own expense, any claim or suit against MPA alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party's patent or copyright, the Contractor will defend MPA against that claim at Contractor's expense and will pay all damages, costs, and attorney fees that a Court finally awards, provided MPA (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations.
- C. If any products furnished by the Contractor become, or in the Contractor's or MPA's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense:
 - (1) Procure for MPA the right to continue using the applicable item;
 - (2) Replace the product with a non-infringing product substantially complying with the item's specifications; or
 - (3) Modify the item so that it becomes noninfringing and performs in a substantially similar manner to the original item.
- D. Options C(1), (2) and (3) are collectively referred to herein as the "Options". The Contractor may elect which Option it pursues provided, however, that:
 - (1) Any Option shall be implemented by the Contractor using its best efforts; and
 - (2) MPA shall have the right to direct the Contractor to select and implement a specific Option to the extent that MPA believes, in its sole judgment, that the selection and implementation of that particular Option is necessary to prevent or mitigate service-affecting interruptions to MPA's operations.

36. TERMS AND CONDITIONS PREVAILING

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

37. MARYLAND LAW PREVAILS

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

38. RESIDENT BUSINESS PREFERENCE

- A. This procurement is subject to the applicable provisions of COMAR Title 25.01.01.04, which authorizes that when awarding a Contract by competitive bidding, MPA may give a preference to the lowest responsive and responsible bid from a Maryland firm over that of a nonresident firm if the State

in which the nonresident firm is located gives a resident business preference.

B. The preference given under this Section shall be identical to the preference, through law, policy, or practice, given to its residents by the State in which the non-resident firm is located.

C. This provision shall not apply if it conflicts with any federal grant or regulation affecting this Contract.

39. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

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

40. PAYMENT OF STATE OBLIGATIONS

A. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

B. A proper invoice shall include a description of the items or services provided; the date the goods were received or the inclusive dates the services were rendered; the Contract price(s); retention, if any; the basis for the billing; the Contract or purchase order number; the Contractor's Federal Tax Identification Number or Social Security Number; the name and address of the proper invoice recipient.

C. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest within 30 calendar days after the payment date of the amount on which the interest is claimed to have accrued. Interest may not be claimed for more than one (1) year following the 31st calendar day after the date that a proper invoice was received, or on amounts representing unpaid interest, or if a claim has been filed under State Finance and Procurement Article Title 15, Subtitle 2 of the Annotated Code of Maryland.

D. For the purposes of this Contract an invoice amount will not be deemed due and payable if:

- (1) The amount invoiced is inconsistent with the Contract.
- (2) The proper invoice has not been received by the person or location specified in the Contract.
- (3) The invoice or performance under the Contract is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- (4) The item or services have not been accepted;
- (5) The quantity of items delivered is less than the quantity ordered;
- (6) The items or services do not meet the quality requirements of the Contract;
- (7) The proper invoice for the progress payment, if applicable has not been submitted according to the schedule contained in the agreement;
- (8) All stipulated conditions for release of the retainage, if applicable, have not been met; and
- (9) Satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract Administrator(s) concerning performance under the Contract has been submitted by the Contractor.

E. Payment by Electronic Funds Transfer

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

<http://compnet.comp.state.md.us/gad>

F. Unless otherwise provided in the solicitation, invoices are to be sent by email to mpainvoices@marylandports.com or mailed to MPA Accounts Payable, 401 East Pratt Street, Suite 1100, Baltimore, MD 21202.

41. SUSPENSION OF WORK

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

42. PRE-EXISTING REGULATIONS

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

43. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after Contract close out and final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, the Contract Manager or the Contract Manager's designee at all reasonable times. The Contractor shall, upon request by the department, surrender all and every copy of documents needed by the State, including such documents as, but not limited to itemized billing documentation containing the dates, hours spent and work performed by Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.

44. INSOLVENCY

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

45. COMMERCIAL NONDISCRIMINATION

A. As a condition of entering into this Contract, Contractor represents and warrants that it will

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

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

46. RIGHTS TO RECORDS

- A. The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, solely for purposes of this Contract with MPA shall be the sole property of MPA and shall be available to MPA at any time. MPA shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- B. The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- C. The Contractor shall report to the Contract Officer, promptly and in written detail, each notice or

claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

- D. The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

47. CONFIDENTIALITY

- A. Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law.
- B. The provisions of this Section shall not apply to information that:
- (1) Is lawfully in the public domain;
 - (2) Has been independently developed by the other party without violation of this Contract;
 - (3) Was already in the possession of such party;
 - (4) Was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or
 - (5) Which such party is required to disclose by law.

48. PROMPT PAYMENT OF SUBCONTRACTORS

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

directive, may not:

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

49. SURETY BOND ASSISTANCE PROGRAM

Assistance in obtaining bids, performance, and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDF). Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
401 East Pratt Street
Baltimore, MD 21202
(410) 767-6300

50. ACCESS TO MPA FACILITIES; MPA SECURITY; TWIC

- A. As used in this provision, “personnel performing the contract” means the Contractor and its employees, and all subcontractors and suppliers at any tier and their employees, including all individuals delivering goods to MPA terminals.
- B. Personnel performing the contract, including personnel delivering goods, shall be subject to all policies and procedures of MPA or applicable to MPA regarding (1) the security of MPA facilities, (2) ingress and egress to or from MPA facilities, and (3) movement within MPA facilities. **Such policies and procedures include those relating to the Transportation Worker Identification Credential (TWIC).** Applicable policies and procedures can be found at the MPA website (under Port Security) at: <https://mpa.maryland.gov/Pages/port-security.aspx> and at <https://www.tsa.gov/for-industry/twic> . The Contractor shall comply with and be bound by all such policies and procedures, at no additional cost to MPA.
- C. The Contractor shall not be excused from performance of the contract by the failure of personnel performing the contract to possess a TWIC nor by MPA’s refusal to allow personnel performing the contract from using on an approved escort company to gain access to MPA terminals.
- D. Personnel performing the contract must enter and exit Dundalk Marine Terminal (DMT) and Seagirt Marine Terminal (SMT) through the DMT Truck Gate on Broening Highway and may not enter through the Personally Owned Vehicle (POV) Gate.

51. ELECTRONIC TRANSACTIONS

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, MPA may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.
- B. Participation in the solicitation process on a procurement contract for which electronic means have been authorized shall constitute consent by the bidder/offeror to conduct by electronic means all elements of the procurement of that contract which are specifically authorized under the solicitation or the contract.
- C. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means include facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., eMaryland Marketplace Advantage), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this RFP (e.g., Payment by Electronic Funds Transfer) and subject to the exclusions noted in this Section, the following transactions are authorized to be conducted by electronic means on the terms described:

- (1) The Procurement Officer may conduct this procurement using eMaryland Marketplace

- Advantage, email, or facsimile to issue:
- (a) The solicitation (e.g., the RFP);
 - (b) Any amendments;
 - (c) Prebid or preproposal conference documents;
 - (d) Questions and responses;
 - (e) Communications regarding the solicitation or proposal to any offeror or potential offeror including requests for clarification, explanation, or removal of elements of an offeror's proposal deemed not acceptable;
 - (f) Submission of bids, if so, provided elsewhere in the solicitation;
 - (g) Notices of award selection or nonselection; and
 - (h) The Procurement Officer's decision on any protest or contract claim.
- (2) An offeror or potential offeror may use email or facsimile to:
- (a) Ask questions regarding this solicitation;
 - (b) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 - (c) Request a debriefing; or,
 - (d) Submit a "No Bid Response" to this solicitation.
- (3) The Procurement Officer, the Contract Administrator, and the contractor may conduct day-to-day contract administration, except as stated in subsection E, utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or Contract Administrator.
- E. The following transactions related to this procurement and any contract awarded pursuant to it are not authorized to be conducted by electronic means:
- (1) Submission of initial bids or proposals, except to the extent otherwise expressly provided in the solicitation;
 - (2) Filing of notices of claim and contract claims;
 - (3) Submission of documents determined by MPA to require original signatures (e.g., contract execution, contract modifications, etc.); or
 - (4) Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the contractor, bidder or offeror be provided in writing or hard copy.
- F. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the solicitation, the Contract, or the direction

from the Procurement Officer or Contract Administrator.

52. DRUG AND ALCOHOL FREE WORKPLACE

Contractor warrants that the Contractor shall comply with COMAR 21.11.08, Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of the Contract.

53. PURCHASE ORDER AS CONTRACT

- A. This Section 53 applies only when the MPA has issued a solicitation.
- B. As used in this Section 53, “bid” refers to a bid submitted under competitive sealed bidding, an offer submitted under competitive sealed proposals, and to a bid, offer, or quotation under any other method of procurement.
- C. As used in this provision, “bidder” refers to a bidder under competitive sealed bidding, an offeror under competitive sealed proposals, and to a bidder, offeror, or party submitting a quotation under any other method of procurement.
- D. As used in this provision, “solicitation” means an invitation to bid, a request for proposals, or any other document requesting bids, proposals, or a quotation for procurement by the MPA.
- E. The bidder’s execution and submission of a responsive bid constitutes a promise by the bidder to perform the contract solicited by the MPA in accordance with the terms and conditions stated in the solicitation. The bid shall be irrevocable for the period stated in the solicitation or for such longer period as the bidder and the MPA may agree.
- F. Upon acceptance of a bid, the Procurement Officer may issue a Purchase Order (PO), in a form to be determined by the MPA, to the bidder whose bid has been accepted and binding the bidder to a contract. The execution and issuance of a PO by the Procurement Officer, subject to all necessary approvals, shall constitute acceptance of the bid and final award of the Contract.
- G. The contract of the parties (the “Contract”) will be embodied in the contract documents, which shall consist of:
 - (1) The executed PO of the Procurement Officer, including all documents, terms, and conditions incorporated into the PO;
 - (2) The solicitation, including all documents, terms, and conditions incorporated into the solicitation; and
 - (3) The bid.
- H. In the event of a conflict between provisions of the contract documents, the controlling provisions shall be, in the following order, those of:
 - (1) The PO; then
 - (2) The solicitation; and then
 - (3) The bid.

54. ESTIMATED QUANTITIES; NOT A REQUIREMENTS CONTRACT

- A. Except as otherwise provided in the solicitation, estimated quantities represented in this solicitation are not warranted or guaranteed by the MPA. The Contractor will be entitled to no change in Contract price if quantities ordered or delivered are more or less than the quantities estimated in this solicitation. The Contractor will be paid for all services and quantities ordered or delivered under the Contract at the price bid, regardless of services or quantities previously ordered or delivered.
- B. The Contract is not a requirements contract. The MPA reserves the right to procure the same or similar services from other sources in the absolute discretion of the MPA.

55. INVESTMENT ACTIVITIES IN IRAN

By submitting a bid or proposal in response to this solicitation, the bidder or offer certifies that the bidder or offeror:

- A. Is not identified on the list created by the Maryland Board of Public Works as a person engaging in investment activities in Iran as described in § 17–702 of the State Finance and Procurement Article, Annotated Code of Maryland, and
- B. Is not engaging in investment activities in Iran as described in § 17–702.

56. CONFLICT MINERALS THAT ORIGINATED IN THE DEMOCRATIC REPUBLIC OF THE CONGO OR NEIGHBORING COUNTRIES

- A. In this section the following words have the meanings indicated.
- B. (1) (a) “Conflict mineral” means a mineral or mineral derivative determined under federal law to be financing human conflict.
 - (b) “Conflict mineral” includes columbite-tantalite (coltan), cassiterite, gold, wolframite, or derivatives of these minerals.
- C. “Noncompliant person” means a person:
 - (1) That is required to disclose under federal law information relating to conflict minerals that originated in the Democratic Republic of the Congo or its neighboring countries; and
 - (2) For which the disclosure is not filed, is considered under federal law to be an unreliable determination, or contains false information.
- D. By submitting a bid or proposal under this solicitation, the bidder or offeror agrees and certifies that it is not a noncompliant person and that it shall not become a noncompliant person during the term of this Contract.

57. LIVING WAGE

- A. If the solicitation provides that the contract is subject to the Living Wage, the Contractor promises to comply with the Living Wage Law (Title 18, State Finance and Procurement Article, Annotated Code of Maryland) and COMAR 21.11.10, at no additional cost to MPA, including:
 - (1) To pay at least the Living Wage rate required;

- (2) To pay at least the revised Living Wage rate if the Living Wage rate is increased by the Commissioner of Labor and Industry; and
- (3) To file certified payrolls as required.

B. Withholding Contract Funds for Late Payroll Submissions on Living Wage Contracts.

- (1) Pursuant to the Code of Maryland Regulations (COMAR) 21.11.10.05 an employer performing work under a Living Wage contract must submit to the Division of Labor and Industry (DLI) of the Department of Labor, Licensing, and Regulation (DLLR) payroll records for all employees covered under the Living Wage Law within 14 days after the end of each payroll period. To ensure compliance with this regulation, the Governor issued a policy directive in May 2014 directing all agencies to include payroll reporting requirement language in bid solicitations and to withhold payments and retainage if the employer fails to submit required payroll records on time. Contract funds will be withheld for late submission of payroll records according to the following process.
- (2) If, at the conclusion of the 14-day period during which the contractor is required to submit certified payroll records, no payroll records were received by the Living Wage Unit, then a Living Wage investigator will send a written letter notifying the contractor that payroll records were not received as required by regulation. The Procurement Officer assigned to the contract will also receive a copy of this notification letter. In the letter from the Living Wage investigator, the contractor will be given 14 days to submit the required payroll records. During this 14-day period the investigator will attempt to contact the contractor by phone and email to resolve the issue in person as a follow-up to the written notification. The Procurement Officer may also attempt to contact the contractor about submitting payroll information on time.
- (3) In the event that the contractor still fails to submit payroll records, the Living Wage investigator will then issue a final demand for submission of the late payroll. This second letter to the contractor will state that unless the required payroll is received by the close of business on a specified date, seven days after the period to submit stated in the second notification letter ends, funds will be withheld from contract payments until the payroll records are received by DLLR. The Procurement Officer will also receive a copy of this final demand letter.
- (4) If the contractor remains unwilling to comply and DLLR does not receive the required payroll records, then the Living Wage Unit will send a withholding request to the Procurement Officer the day after the date specified on the demand letter (the second letter). The withholding request will be sent electronically through email, followed by a mailed hard copy. The request to the Procurement Officer will include a letter from the Living Wage Unit formally requesting that payment be withheld from the contractor for failure to submit certified payroll records as required. The request will also include all copies of all documented communication between DLLR and the contractor.
- (5) Upon receipt of the withholding request, the Procurement Officer will determine the amount of money to be withheld from the contractor. It is suggested that Procurement Officers withhold 10% of each future payment due the contractor. The Procurement Officer will notify the contractor that funds will be withheld until the required payroll records are received by DLLR. The Procurement Officer will copy the Living Wage Unit on the withholding notice. The contractor's failure to submit subsequent payroll records will be considered a continuation of the same violation and the Procurement Officer will extend the withholding to subsequent payments. The Procurement Officer will not release the hold until the Living

Wage Unit notifies the Procurement Officer that the payroll(s) have been submitted. The Living Wage Unit will notify the Procurement Officer both electronically and by mail.

58. PROTECTION OF PERSONAL INFORMATION

The Contractor hereby represents and warrants that it shall comply with all Federal and State laws and regulations applicable to the protection of personal information including but not limited to, State Government Article, Sections 10-1301 – 10-1308, Annotated Code of Maryland, that took effect on July 1, 2014 and imposes the following requirements, among others, on Contractors that provide services to a State Unit and that are provided personal information about individuals under a written contract or agreement with the State Unit:

- A. Contractor shall implement and maintain reasonable security procedures and practices that:
 - (1) are appropriate to the nature of the personal information disclosed to the Contractor, and;
 - (2) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction;
- B. Contractor shall conduct reasonable and prompt investigations when the security of a computerized data system that includes personal information is breached or a breach is suspected, and;
- C. Contractor shall provide notices required of the contractor under State Government Article, Sections 10-1301 – 10-1308, Annotated Code of Maryland.

59. COMPLIANCE WITH DOIT INFORMATION SECURITY POLICY

All information technology supplies (hardware, software, and equipment) and information technology services procured under this contract must comply with the most recent version of the Maryland Department of Information Technology (DOIT) Information Security Policy, which may be viewed at:

<https://doit.maryland.gov/Documents/Maryland%20IT%20Security%20Manual%20v1.2.pdf> .

60. PERFORMANCE IN THE UNITED STATES – CONTRACTS FOR SERVICES OF \$2 MILLION OR MORE

- A. This section applies if the expected value of this contract is \$2 million or more.
- B. By submission of a bid or offer under this procurement, the bidder or offeror represents and warrants that substantially all of the services to be performed under the contract will be performed within the United States (the “US”).
- C. If substantially all of the services to be performed under this contract will not be performed within the US, the bidder or offeror shall disclose in its bid or offer:
 - (1) Where other than in the US a substantial portion the services will be performed; and
 - (2) The reason why it is necessary or advantageous to perform those services outside the US.

61. EIGHT (8) MB LIMIT ON EMAILS AND ATTACHMENTS TO MPA

Emails to MPA, including attachments, cannot exceed 8 MB in size. If the total size of an email and attachments to be sent to MPA exceeds 8 MB, you must break the email or attachments into multiple parts and send them via separate emails not exceeding 8 MB each (including attachments).

62. VETERAN-OWNED SMALL BUSINESS ENTERPRISES

A certified Veteran-Owned Small Business Enterprise (VSBE) must be verified by and registered as a VSBE on the State's eProcurement platform, eMaryland Marketplace Advantage (eMMA). The listing of VSBEs is available through the "Vendor Search" on eMMA.

63. CORPORATE DIVERSITY

Bidders and offerors for this procurement should review the requirements and restrictions of § 19-106 of Business Regulation Article, Annotated Code of Maryland, § 11-101 of the Tax Property Article, Annotated Code of Maryland, and COMAR 24.01.07. If:

- the expected value of the contract awarded as a result of this solicitation is \$1,000,000 or greater,
- the procurement uses a competitive procurement process to select the contractor, and
- no federal funds will be used to pay for the project,

the bidder or offeror must complete and submit the Corporate Diversity Addendum included in this solicitation or provided by MPA, or a copy of the Corporate Diversity Addendum completed and filed with the Maryland Department of Assessments and Taxation after April 15, 2023. The information provided in the executed Corporate Diversity Addendum will be used to determine whether or not an otherwise successful bidder or offeror will be eligible for award of the contract.

64. CONTRACTS WITH MBE GOALS – LIQUIDATED DAMAGES

- A. If the solicitation or contract establishes Minority Business Enterprise (MBE) goals, the following provision applies to the MBE participation promised by the Contractor in the contract.
- B. Provision.

**MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND PORT ADMINISTRATION
Liquidated Damages Provision for Non-Construction Contracts
Containing Minority Business Enterprise (MBE) Participation Goals**

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

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a

set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$25.79 per day until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$90.25 per MBE subcontractor.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

Attachment I: Contractor's Environmental Handbook

“Maryland Port Administration (MPA) believes that stewardship and sustainability of the environment, its business and protection of public health are essential elements to accomplish its mission to promote the flow of waterborne cargo through the port. MPA is committed to environmental compliance and continual improvement; pollution prevention; and effective engagement with its employees, communities, port users/tenants, government, and non- government organizations.”

1.0 Introduction

To ensure environmental compliance, MPA uses an Environmental Management System (EMS). The EMS will facilitate an on-going process to determine activities and conditions that impact the environment and how best to eliminate or reduce those impacts. This Contractor, Tenant, and Port User Environmental Handbook (Handbook) was developed as part of the EMS process.

This Handbook describes some of the procedures and best management practices (BMPs) that can reduce or eliminate potential impacts that MPA contractors, tenants, and port users have through their daily work activities. All contractors, tenants, and port users are expected to adhere to the practices required and to the extent possible implement BMPs set forth in this Handbook that are above and beyond what is contained in specifications and drawing documents related to this contract or lease restrictions.

2.0 Jobsite and Terminal Work Areas

Work areas are to be kept clean and litter free. Debris from the worksite should be cleared daily and disposed of properly. Sweep work areas regularly to prevent small debris, sand, grit, and other contaminants from building up and entering storm water systems.

3.0 Waste Management

Waste generated through contractor, tenant, and port user activities must be disposed of properly and is the responsibility of the contractor or tenant to do so lawfully. Each contractor, tenant, or port user is encouraged to eliminate and minimize waste where feasible and recycle waste through local recyclers, if possible.

3.1 Hazardous Waste

Hazardous waste is a solid waste that the U.S. Environmental Protection Agency (EPA) **has defined** as a **“Listed Waste”** or a solid waste that is **Ignitable, Corrosive, Reactive or Toxic**. The following sections list common hazardous wastes that may be generated during your operations at MPA facilities; however, it should not be considered a complete list. If there are any questions regarding proper disposal practices for hazardous waste, please contact the MPA Environmental Department at (410) 633-1142.

3.1.1 Aerosol Can Fluids – The contractor, tenant, or port user is responsible for proper disposal of aerosol cans and fluids. An aerosol can is a container in which gas under pressure is used to aerate and dispense liquid through a valve as a spray or foam. The aerosol shall be punctured; the fluids shall be drained, collected, and treated as a hazardous waste. The aerosol can may be crushed and recycled or disposed of properly.

3.1.2 Capacitors – If the label on a capacitor indicates that the capacitor contains PCBs, the used capacitors must be treated and disposed as a hazardous waste.

3.1.3 Lead Acid Batteries – Battery acid is a hazardous chemical. Lead Acid Batteries must be stored inside in an upright position and away from flammable liquids, ignition sources, and drains. Secondary containment is preferable. Batteries should not be stacked and should be spaced to avoid falling and cracking. A spill kit with a neutralizing agent should be readily available. Batteries can never be stored outdoors.

3.1.4 Lead and Oil-based Paints – These types of paints must be treated as a hazardous waste and disposed of properly. The best management option is to use up contents whenever possible. Completely empty paint cans may be disposed of as a solid waste.

3.1.5 Hazardous Waste Drums – When storing hazardous wastes for disposal, the drums shall be labeled with the contents (i.e., Hazardous Waste - XYZ 123) and with the accumulation start date. The contractor, tenant, or port user is responsible for making sure the drums are in good condition with lids tightly closed when not adding materials, stored in secondary containment units, properly labeled, and disposed of on time. Drums containing hazardous waste must be removed from the site as soon as possible, but no later than 90 days from the accumulation date.

3.1.6 Hazardous Waste Manifests – A manifest must accompany all hazardous waste shipments. Hazardous waste manifests must be coordinated with the MPA Environmental Department at (410) 633-1142.

3.1.7 Unknown Waste Drums – If a contractor, tenant, or port user has identified a drum containing an unknown waste, the drum shall be handled as a hazardous waste.

3.2 Universal Waste

EPA universal waste (UW) regulations address certain hazardous waste. EPA promulgated the UW regulations on May 11, 1995, to ease the management burden and promote the collection and recycling of these commonly generated wastes.

UW generated at MPA facilities would include **batteries, lamps and bulbs, mercury containing equipment, and PCB light ballasts**. UW must be sent to an approved facility within one year of accumulation. Each UW should be stored in its own labeled container (with lid). UW should not be commingled. The contractor, tenant, or port user shall not place any UW in solid waste containers or trash dumpsters. The contractor **must** dispose of UW properly.

3.2.1 Batteries (except lead acid batteries) – Batteries to be managed as UW include: nickel-cadmium, alkaline, 3.6-volt, 6-volt, 9-volt, and gel.

3.2.2 Lamps and Bulbs – Lamps and bulbs to be managed as UW include: high-pressure sodium, mercury vapor, fluorescent, metal-halide, and halogen bulbs or tubes. It is recommended that used UW lamps are stored in the original sleeve or box.

3.2.3 Mercury Containing Equipment – Mercury Containing Equipment to be managed as UW includes thermostats and lamps.

3.3 Non-hazardous Waste

Non-hazardous waste may include **used oil, oil/fuel filters, recyclables, and used absorbent materials**. The contractor is solely responsible for handling, disposing of, or recycling non-hazardous waste properly.

3.3.1 Used Waste Oil – Used waste oil shall be stored in above ground storage tanks (AST) or

drums in good condition and labeled as “Used Oil.” The ASTs or drums shall be free of visible leaks and must have a secondary containment mechanism. The contractor shall recycle their used waste oil. A spill kit must be readily available next to all drums and ASTs containing oil. All oil spills must be cleaned up immediately.

3.3.2 Fuel Filters – Fuel filters include gasoline, diesel, and used oil.

- **Gasoline Filters** – Gasoline filters shall be collected after use and positioned to allow collection of the used gasoline. The filter should be disposed in an appropriate container specifically for used gasoline filters.
- **Diesel and Oil Filters** – Used diesel and oil filters shall be collected and positioned to allow for proper drainage. The oil and diesel mixture shall be put into a drum or tank with secondary containment and labeled – Used Oil. The drained filter can be crushed and discarded in a drum labeled Oil filters.

3.3.3 Used Anti-Freeze – Used anti-freeze shall be stored in labeled containers and tanks with secondary containment. The containers shall be maintained in good condition and all spills and leaks must be cleaned up immediately. Used anti-freeze is disposed of offsite in an appropriate manner and the contractor shall maintain receipts for all transfers offsite.

3.3.4 Recyclables: Scrap Tires, Scrap Metal, Wire Rope, and Wood Pallets – MPA considers scrap tires, scrap metal, wire rope, and wood pallets as recyclable materials. Whenever possible, MPA contactors, tenants, and port users should recycle these materials in an appropriate manner. MPA requires that their contractors, tenants, and port users cover spools of used wire rope to ensure that the oil and grease on the wire is not exposed to stormwater and released into storm drains.

3.3.5 Used Absorbent Materials – Absorbent materials used to clean up an oil spill shall be cleaned up immediately, placed in a plastic bag, sealed, and disposed of as a solid waste in the dumpster. If the absorbent material is used to clean up a hazardous waste, the absorbent material is managed as a hazardous waste, per section 3.1 of this document.

3.3.6 Non-Hazardous Waste Drums – Non-hazardous waste that is stored in drums includes used oil, used hydraulic fluid, used anti-freeze, and used parts washer fluid. These drums must be stored inside or in a mechanism providing secondary containment and labeled with the drum’s contents. Drums containing new product such as oil, anti-freeze, hydraulic fluid, and grease *should not* be stored with used product.

3.3.7 Latex Paint – Latex paint is non-hazardous and shall only be disposed of if the paint can is completely empty or if the paint has completely dried or solidified in the can. The best management option is to use up the contents and eliminate the waste.

3.4 General Waste Management Best Management Practices

Materials associated with construction and general work activities must be stored and disposed of properly as described in Sections 3.1 through 3.3. However, additional BMPs for general waste management should be considered at all work sites and include the following:

- Provide clearly labeled recycling and waste facilities and allow for separation and sorting of materials
- Conduct pre-construction and routine site audits to determine the nature and amount of

materials to be reused, recycled, or disposed

- Develop a plan to minimize waste and maximize recycling and include training and clear signage to support the plan
- Identify ways of reusing materials (e.g., concrete crushing) on site
- Encourage onsite materials management for reuse opportunities

4.0 Oil and Pollutant Spill Prevention Controls and Countermeasures

Spill Prevention, Controls, and Countermeasures include the methods to prevent spills before they happen, the methods to contain or control a spill once it has occurred, and the countermeasures to reduce the impact of a spill.

Note: A spill of one gallon of oil can contaminate a MILLION gallons of water!

The Oil Pollution Prevention Rule was put into law in 1974 by the authority of the Clean Water Act. Oil means any kind of oil in any form. This includes petroleum; fuel oil; oil mixed with wastes; fats, oils or greases of animals, fish, or marine life; vegetable oils; and other oils including synthetic and mineral oils.

All MPA contactors, tenants, and port users conducting oil handling procedures on MPA property are required to have an oil response spill kit and be responsible for the 3Rs – React, Report and Respond.

- React if you see an oil spill.
- Report the oil spill.
- Respond to the oil spill.

4.1 How to Control an Oil Spill

- **First, do not put yourself or anyone else in danger.**
- **Stop the flow.**
 - This may involve turning a drum upright, closing a valve, or plugging a hole.
- **Classify the spill.**
 - Determine appropriate clean-up measures.
- **Contain the spill.**
 - Prevent the spill from migrating, especially to a storm drain.
 - Use absorbent materials, booms, or pillows from a spill response kit.
 - If the spill cannot be contained, block off nearby storm drains to prevent spills from entering them.
- **Notify MDTA Police at (410) 537-7911.**
- **Notify Maryland Department of the Environment Emergency Spill Response Officials at (866) 633-4686.**
- **Document the incident.**

4.2 Spill Kits

MPA contractors, tenants, and port users are **required** to have spill kits readily available at their facilities/sites and must restock kits as needed.

4.3 Spill Prevention, Control, and Countermeasure Best Management Practices

Spill prevention and prompt appropriate spill response reduces the potential for polluting water, soil, and air. Spills of concern include contaminants covered under the Oil Pollution Prevention Rule as well as chemicals and hazardous wastes such as herbicides, fertilizers, de-icing products, lubricants, paints, solvents, and fuels. Additional examples of spills that could occur include the following:

- Diesel fuel spill from equipment during re-fueling or a break in a fuel line
- Hydraulic fluid spill from a hydraulic line break
- Liquid spills during transfers
- Evaporation of solvents from open containers (including soiled rag storage containers)

Prior to starting work, a site inspection should be completed to assess the potential for spills and preventative actions that can be taken. If equipment or facilities are identified as having a high potential for spills, spill and leak monitoring systems and emergency spill-response equipment should be located nearby. On-water activities should include spill prevention plans that specify emergency response and emergency equipment (e.g., oil booms).

5.0 Stormwater Pollution Prevention Plan

MPA contractors, tenants, and port users must be aware that every time it rains, pollutants from the surface discharge into storm drains. **The contaminated stormwater goes directly into our creeks, rivers, and bay.** The pollution poses a risk to humans, wildlife, and the environment and the following actions are key to reducing and eliminating contaminated stormwater from entering adjacent water bodies.

- Storm drains or catch basins collect stormwater runoff during and following a rain event.
- Water collected in the storm drains is not treated at a wastewater treatment plant, but rather drains directly into local streams, rivers, and eventually empties into the Chesapeake Bay.
- Any time pollutants, such as used wash water, motor oil, fertilizers, pesticides, grit, debris, or trash are dumped or washed into a storm drain they end up in our streams, rivers, and the Chesapeake Bay. These pollutants degrade various forms of aquatic life, waterways used for recreation, and sources of our drinking water.
- When a product is biodegradable, it does not mean that it is non-toxic to aquatic life or safe to enter our waterways. Therefore, even environmentally friendly products are banned from being disposed into storm drains.
- Non-permitted discharge of any kind to a storm drain is called non-point source pollution. This non-point source pollution is illegal, and it is the leading cause of water quality deterioration of the bodies of water throughout the United States.

Contractors, tenants, and port users are responsible for maintaining a work environment that prevents discharges to the waters of Maryland. Recommended procedures include the following:

- Maintain work areas as neatly as possible.
- Ensure that all equipment is regularly inspected and functioning correctly.
- Clean oil spills immediately.
- Minimize storage of materials outside.
- Do not wash vehicles or equipment outside.
- Closely follow procedures as outlined in this handbook.

5.1 Additional Stormwater Pollution Prevention Plan Best Management Practices

BMPs include **both structural devices and nonstructural practices** designed to temporarily store or treat stormwater runoff to mitigate flooding and reduce pollution. Some example BMPs are included below and should be considered as part of a site and project plan for reducing the potential for contaminated stormwater reaching adjacent water bodies.

- Consider choosing materials made for exterior or in-water use to minimize the contribution of common pollutions to stormwater or aquatic environments. Review and avoid or minimize using the following materials:
 - Copper and zinc roofs, gutters, downspouts, siding, or galvanized materials
 - Treated lumber, treated piling, or dock bull rails
 - Coal tar sealants on asphalt pavement
 - Fertilizers and pesticides through effective low-maintenance landscape design
- Reduce stormwater runoff from infrastructure by adopting the following practices:
 - Minimize impervious surfaces and maximize pervious or semi-pervious surfaces such as concrete/asphalt or pavers.
 - Retain or increase existing trees and natural vegetation on site to the extent feasible.
 - Include low impact water quality features (e.g., below ground media filtration devices; compost berms; vegetated strips; constructed stormwater wetland; biorientation facility; or buffer strips).
 - Include rainwater harvesting designs.
 - Include green roofs.
- Minimize the amount of stormwater runoff from demolition sites into the harbor by installing temporary water catchments.
- Divert stormwater in contact with maintenance areas or operations containing or using potential polluting substances to collection basins or sanitary sewer.
- Provide stormwater water quality controls and/or treatment for routine maintenance and fueling of operation equipment.

6.0 Air and Noise Pollution Best Management Practices

MPA supports measures to mitigate and reduce air and noise pollution and encourages contractors, tenants, and port users to consider BMPs that can reduce impacts on workers and the community. Contractors and tenants are encouraged to implement the following BMPs to reduce air and noise pollution.

6.1 Air

- Require tenant-owned and construction-related trucks, cargo handling equipment, ships, barges, and marine equipment to use low sulfur or ultra-low sulfur fuels where possible.
- Cover trucks hauling material such as debris or fill while operating on and off port property.
- Minimize idling of construction equipment, cargo handling equipment, off-road and on- road vehicles.

- Evaluate types of equipment used for maintenance (e.g., hybrid or electric maintenance vehicles, natural gas-powered street sweepers, or electric mowers in place of gas or diesel-powered and/or solar chargers for use in light-duty battery-operated equipment).
- Minimize emission generation by using hybrids, electric, or human power vehicles, or low fuel consumption vehicles.
- Conduct regular energy audits and identify ways to switch from diesel to hybrid or electric, reduce fuel and energy consumption, and incorporate alternative fuels (e.g., biogas, natural gas).

6.2 Noise

- Reduce noise generation at the source by specifying use of less noisy equipment, requiring muffler systems on equipment, employing shields, modifying vehicles and equipment to reduce noise levels.
- Use noise barriers where appropriate; detour construction-related transportation away from sensitive public and port areas.
- Evaluate the impact of noise and light generated during construction and operation on the surrounding areas.

7.0 Natural Resources Protection and Conservation Best Management Practices

MPA believes taking responsibility for clean air, land, and water not only complements good business, but drives it. Protecting and conserving our natural resources is a key part of MPA's commitment as a good neighbor and for long-term sustainability of the Patapsco River and Chesapeake Bay. Contractors, tenants, and port users are expected to incorporate protection and conservation practices into special projects and everyday activities. BMPs include the following:

- Minimize site disturbance through clearing and grading; maintain natural drainage courses if possible.
- Retain or increase existing trees and natural vegetation on site to the extent feasible.
- Ensure construction equipment is decontaminated prior to entering site and prior to leaving the site to prevent the spread of invasive species.
- Use construction materials from local or regional sources.

8.0 Contractor Acceptance

By accepting this contract, the contractor acknowledges receipt of the Contractor, Tenant, and Port User Environmental Handbook and agreement to adhere to the practices set forth in the Handbook. The contractor also agrees to train its employees on the requirements within the handbook. These training records should be maintained on site and available to the MPA for review. This Handbook does not specifically identify all applicable environmental laws and regulations. The contractor is still required to adhere to all applicable local, state, and federal environmental laws and regulations, even if not specifically identified in this handbook. handbook. These training records should be maintained on site and available to the MPA for review. This Handbook does not specifically identify all applicable environmental laws and regulations. The contractor is still required to adhere to all applicable local, state, and federal environmental laws and regulations, even if not specifically identified in this handbook.

Attachment J: Cruise Schedule



**2024
OPERATIONS' CRUISE CALENDAR**



10/18/2023 RB

January
(7)

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February
(7)

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March
(8)

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April
(7)

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May
(9)

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June
(8)

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July
(8)

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August
(8)

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September
(9)

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October
(12)

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November
(6)

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December
(8)

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

CARNIVAL - 47

John W Brown-1

VISION OF THE SEAS - 42

OCEAN VOYAGER-2

97

Norwegian Sun-1

**Royal - May 25 early arrival 0500 hours
01/02/24-debart only
Carnival Legend back to Pride 04/21**



2025
OPERATIONS' CRUISE CALENDAR

9/26/2023 RB

January (6)						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February (7)						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March (9)						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April (8)						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May (10)						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June (8)						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July (9)						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August (8)						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September (7)						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October (8)						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November (5)						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December (4)						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Carnival - 47

Vision of the Seas - 39

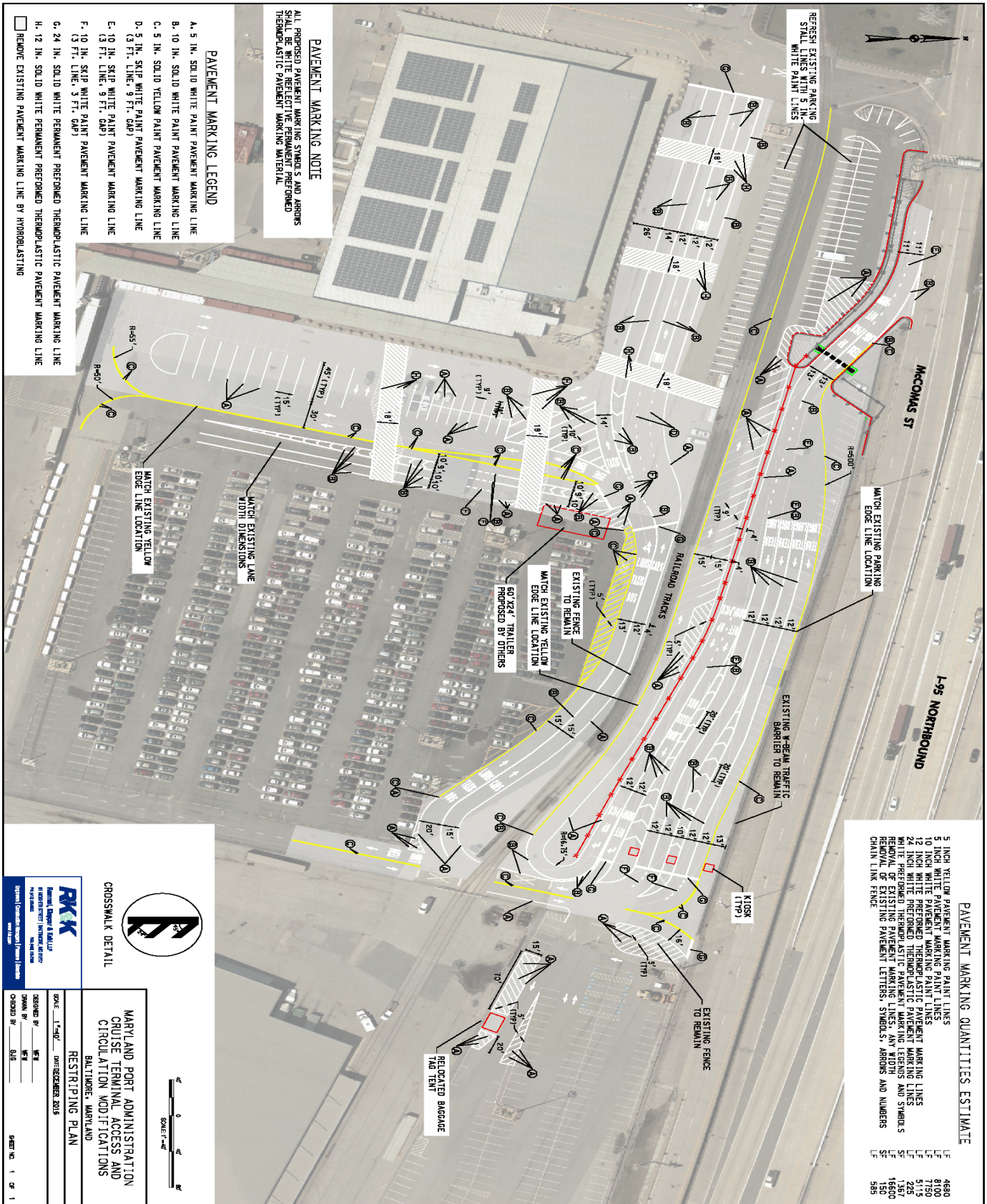
89

AMERA-1

Europa-2

Saga Spirit- 1

Attachment K: MPA Cruise Terminal Circulation Access Map



PAVEMENT MARKING NOTE
ALL PROPOSED PAVEMENT MARKING SYMBOLS AND ARROWS SHALL BE WHITE REFLECTIVE THERMOPLASTIC PREFORMED THERMOPLASTIC PAVEMENT MARKING MATERIAL.

- PAVEMENT MARKING LEGEND**
- A. 5 IN. SOLID WHITE PAINT PAVEMENT MARKING LINE
 - B. 10 IN. SOLID WHITE PAINT PAVEMENT MARKING LINE
 - C. 5 IN. SOLID YELLOW PAINT PAVEMENT MARKING LINE
 - D. 5 IN. SKIP WHITE PAINT PAVEMENT MARKING LINE (3 FT. LINE, 3 FT. GAP)
 - E. 10 IN. SKIP WHITE PAINT PAVEMENT MARKING LINE (3 FT. LINE, 9 FT. GAP)
 - F. 10 IN. SKIP WHITE PAINT PAVEMENT MARKING LINE (3 FT. LINE, 3 FT. GAP)
 - G. 24 IN. SOLID WHITE PERMANENT PREFORMED THERMOPLASTIC PAVEMENT MARKING LINE
 - H. 12 IN. SOLID WHITE PERMANENT PREFORMED THERMOPLASTIC PAVEMENT MARKING LINE

REMOVE EXISTING PAVEMENT MARKING LINE BY HYDROBLASTING

PAVEMENT MARKING QUANTITIES ESTIMATE

MARKING TYPE	QUANTITY
5 INCH YELLOW PAVEMENT MARKING PAINT LINES	4680
10 INCH WHITE PAVEMENT MARKING PAINT LINES	8100
5 INCH SOLID YELLOW PAVEMENT MARKING LINES	7150
5 INCH SKIP WHITE PAVEMENT MARKING LINES	5225
10 INCH SKIP WHITE PAVEMENT MARKING LINES	1357
24 INCH WHITE PERMANENT THERMOPLASTIC PAVEMENT MARKING LEGENDS AND SYMBOLS	1650
REMOVAL OF EXISTING PAVEMENT MARKING LINES, ANY WIDTH	150
REMOVAL OF EXISTING PAVEMENT LETTERS, SYMBOLS, ARROWS AND NUMBERS	585
CHAIN LINK FENCE	585



CROSSWALK DETAIL

MARYLAND PORT ADMINISTRATION
CRUISE TERMINAL ACCESS AND
CIRCULATION MODIFICATIONS
BALTIMORE, MARYLAND

RESTRIPPING PLAN

SCALE: 1"=40'
DATE: DECEMBER 2015

DESIGNED BY: [Name]
DRAWN BY: [Name]
CHECKED BY: [Name]

SHEET NO. 1 OF 1