

STATE OF MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT SMALL PROCUREMENT CATEGORY III INVITATION FOR BIDS (SPIFB) PILOT VEHICLE RENTAL SERVICE PROGRAM SPIFB NUMBER 050B9400002

ISSUE DATE: JUNE 12, 2019

NOTICE

A Prospective Bidder that has received this document from a source other than eMarylandMarketplace (eMM) <u>https://emaryland.buyspeed.com/bso/</u> should register on eMM. In order to receive a contract award, a vendor must be registered on eMM

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

NO BID NOTICE/VENDOR FEEDBACK FORM

To help us improve the quality of State solicitations, and to make our 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 or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Title: PILOT VEHICLE RENTAL SERVICE PROGRAM Solicitation No: 050B9400002

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)
- \Box 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)
- \Box Payment schedule too slow
- \Box 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:	
E-mail Address:	

STATE OF MARYLAND

DEPARTMENT OF BUDGET AND MANAGEMENT (DBM) KEY INFORMATION SUMMARY SHEET

Invitation for Bids	Services, PILOT VEHICLE RENTAL SERVICE PROGRAM	
Solicitation Number:	050B9400002	
SPIFB Issue Date:	June 12, 2019	
SPIFB Issuing Office:	Department of Budget and Management	
Procurement Officer:	Gregory Dennis	
	45 Calvert Street	
	Annapolis, Maryland 21402-1907	
e-mail:	Gregory.dennis@maryland.gov	
Office Phone:	410-260-7430	
Bids are to be sent to:	45 Calvert Street, Room 134	
	Annapolis, Maryland 21402	
	Attention: Gregory Dennis	
Pre-Bid Conference:	Not applicable for this SPIFB	
Questions Due Date and Time	June 19, 2019 4:00 PM Local Time	
Bid Due (Closing) Date and	July 2, 2019 2:00 PM Local Time	
Time:	Bidders are reminded that a completed Feedback Form is requested if a no-bid decision is made.	
Public Bid Opening Date, Time and Location	N/A	
MBE Subcontracting Goal:	There is no MBE goal for this SPIFB	
VSBE Subcontracting Goal:	There is no VSBE goal for this SPIFB	
Contract Type:	Indefinite Quantity with Firm Fixed Price	
	COMAR 21.06.03.06A(2) and COMAR 21.06.03.02.A(2)	
Contract Duration:	Period of Performance is 18 months beginning on or around August 1, 2019	

Primary Place of Performance:	Annapolis, Maryland
SBR Designation:	No
Federal Funding:	No

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1 Minimum Qualifications

1.1 Bidder Minimum Qualifications

The Bidder shall provide required documentation with its Bid to satisfy the following Minimum Qualifications:

- **1.1.1** The Bidder shall have a Vehicle rental location in or within five (5) miles of the City of Annapolis, Maryland.
- **1.1.2** The Bidder shall have not less than three years' experience providing vehicle rental services.

1.2 Required Documentation

- **1.2.1** As proof of meeting the minimum qualification in Section 1.1.1, the Bidder shall identify its rental office address in or within five (5) miles of the City of Annapolis, Maryland.
- **1.2.2** As proof of meeting the minimum qualification in Section 1.1.2 the Bidder shall provide with its Bid, at least two references, with the following information: client name, contact person with title, address, email address, and telephone number, services provided, and dates of service, who can attest that the Bidder meets the qualification in 1.1.2.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- **2.1.1** The Department is issuing this SPIFB to procure the services defined in this Section 2, as specified in this SPIFB, from a Contract between the successful Bidder and the Department.
- 2.1.2 The Department is seeking to establish a Pilot Vehicle Rental Service Program between Maryland State government offices located in Annapolis and other State government offices located in Maryland. All rental pickups and drop-offs will originate and terminate in Annapolis, Maryland. The Department of Budget and Management desires only roundtrip vehicle rental service for this program.
- **2.1.3** The Department intends to make single award for the work under this SPIFB. See SPIFB Section 4.5 Award Basis for more Contract award information.
- **2.1.4** A Contractor, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Contractor shall remain responsible for Contract performance regardless of subcontractor participation in the work.

2.2 Background and Purpose

The State is seeking to establish a Vehicle Rental Program for use by State Personnel. The State wishes to enter into a Contract with a single qualified vehicle rental company to obtain comprehensive local rental program services for Vehicles (as defined in Appendix 1). The services shall include but are not limited to the ability for State Personnel to make reservations by various methods, provide Vehicle and State Personnel pick-up and drop-off, after hours Vehicle pick-up and return, roadside assistance and reporting to the State as described in this solicitation.

2.3 Contractor Staff and Roles

The Contractor shall, throughout the Contract term, provide the name and a toll-free telephone number for a Contractor Account Executive.

2.4 Contractor Responsibilities

Contractor shall meet each requirement below:

2.4.1 Vehicle Rentals

The Contractor shall provide Daily Vehicle Rental(s) (DVR) including Compact, Standard and Luxury Vehicles, Luxury SUVs and Premium Passenger Vans (as defined in Appendix 1) upon a reservation request by State Personnel. A Daily Vehicle Rental shall be billed in 24-hour increments pursuant to the pricing provided on Contractor's Bid Form. For example, if State Personnel rent a vehicle for 60-hour period, the Contractor may invoice for three times its Daily Vehicle Rental Rate for that Vehicle rental, for the first 24 hour period, the second 24 hour period, and the remaining 12 hours.

2.4.2 Reservations

Reservations for a rental Vehicle (a "Reservation Request") are initiated by the Contract Monitor or an Agency Fleet Coordinator. The Reservation Request will be made by phone, fax, email or via the Contractor's electronic access (web portal) if included and will be deemed received as of the time the Reservation Request is transmitted by Contract Monitor or the Agency Fleet Coordinator as documented on the Agency server. The Contractor shall respond within four Normal State Business Hours to the Reservation Request with a written confirmation issued to the State Requester. The Contractor shall provide the rental Vehicle within one (1) Business Day of the State's transmission of the Reservation Request at the time specified on the Reservation Request or on the date and time specified in the Reservation request whichever is later.

2.4.3 Vehicle Pick-up and Return Hours

Contractor shall provide Vehicle pick-up and return hours every day including weekends and <u>excluding</u> holidays <u>as observed by the State in accordance with</u> https://dbm.maryland.gov/employees/Pages/StateHolidays2019.aspx as follows: 7:00 AM-6:00 PM Local Time.

2.4.4 Vehicle and State Personnel Pick-up and Drop-off

A. At the request of the Contract Monitor or an Agency Fleet Coordinator, and with four (4) Normal State Business hours' notice, the Contractor shall pick-up specified State Personnel from a specified Annapolis location and bring the State Personnel to the Contractor's Annapolis rental office location to secure a rental Vehicle. The Contractor shall, if further requested, return the State Personnel from the Contractor's Annapolis rental location to a specified Annapolis location during Normal State Business hours following the State Personnel's return of the rental Vehicle.

B. At the request of the Contract Monitor or an Agency Fleet Coordinator, and with four (4) hours' notice, the Contractor, shall deliver and/or pick-up a Vehicle to and from a specified Annapolis location.

2.4.5 After Hours Vehicle Pick-up and Return by State Personnel

On occasion, it may be necessary for State Personnel to pick up or return a Vehicle to the Contractor's facility outside of the pick-up and return hours specified in 2.4.3. The Contractor shall provide after-hours pick up and return of Vehicles and other accommodations such as a key drop box.

2.4.6 Reservation Guarantee

Contractor shall guarantee the rental Vehicle reservation and ensure that the rental Vehicle is available at the time and date detailed in the Reservation Request. If for any reason the requested Vehicle is unavailable, the Contractor shall provide a substitute Vehicle at least equivalent in capacity to the one requested. Regardless of the Vehicle substituted, the Contractor must invoice for a Vehicle rental that was not provided in accordance with the Reservation Request at half the rate as provided on the Contractor's Bid Form for the Vehicle requested in Reservation Request.

2.4.7 Fuel

Fuel levels in all rental Vehicles at pick-up shall register 3/4 tank full or higher. State Personnel shall not be responsible <u>forhave the option of not</u> refilling the Vehicle's tank upon the return of the Vehicle to Contractor. The cost of fuel shall be included in the Contractor's rates on the Bid Form. For Vehicle Rentals where the fuel is not refilled upon return by State Personnel, the Contractor shall refuel the tank at the then-current Maryland per gallon rate from the Automobile Association of America (AAA) and invoice accordingly.

2.4.8 Volume Discounts

Contractor shall offer volume discounts as provided on the Bid Form. Discounts will not factor into the Bid Price. When each volume discount tier is met, the percent discount off the DVR will be applied to all Vehicles rented within that tier threshold in that monthwithin each tier during the remainder of the month. For example, if the Contractor's Tier 1 discount is 3 percent and the State rents 60 vehicles, the Contractor's Tier 1 discount will apply to 10 vehicles that month (the 51st through 60th rentals). Vehicle rentals that start in one month and end in the next will be counted in the month in which the rental is returned.

2.4.9 Reports

Contractor shall provide to the Contract Monitor monthly reports that track Vehicle usage and spend data including Vehicle type, rental duration, pick-up and return time, <u>starting and ending mileage</u>, State Personnel renters, the Agency Fleet Coordinator, and the using Agency <u>for each Vehicle Rental</u>. The Contract Monitor may request other reports as needed. Contractor shall provide reports as requested and at no additional cost.

2.4.10 Road Side Assistance

The selected Contractor shall provide 24-hour, seven (7) days a week emergency roadside assistance for the Vehicles rented by State Personnel. This service shall include a single toll-free number for State Personnel use. The Contractor shall as soon as possible, but in no event more than three (3) hours from the time of the call, provide all necessary roadside assistance to State Personnel. Services that must be included, at a minimum, are as follows:

- 1) Replacement of lost keys (including remote entry devices);
- 2) Flat tire service;
- 3) Lockout service (if keys are locked inside the Vehicle);
- 4) Jump-starts;

- 5) Fuel delivery services of up to three (3) gallons of fuel if a Vehicle is out of fuel; and
- 6) Towing or delivery of replacement Vehicle when none of the above roadside assistance services apply.

2.5 Contractor Additional Requirements

Contractor shall meet each requirement below:

2.5.1 Disability Accommodations

The Contractor shall provide upon request Vehicles that are accessible for passengers with disabilities, specifically Vehicles that provide **<u>storage for</u>** passenger wheelchair<u>s</u> access and that are passenger mobility enabled.

2.5.2 Insurance Protection

- <u>This section is inapplicable to this SPIFB.</u> In addition to the minimum level insurance required by the State (see SPIFB Section 3.3), rental rates on the Bid Form shall include:
 - A. Loss damage waiver protection that relieves the State of financial responsibility if the vehicle is lost, damaged or stolen; and

Supplemental liability insurance in a combined single limit amount per occurrence of not less than \$1,000,000 per accident for bodily injury, death, or property damage to third parties arising out of the use or operation of the rental Vehicle.

2.6 Taxes

2.6.1 The State and Vehicle rentals by State Personnel under this Contract are exempt from sales and use taxes.

2.7 Customer Service

The Contractor shall provide State Personnel with a convenient and safe space for personal vehicle parking and rental Vehicle pick up and drop off.

3 Contractor Requirements: General

3.1 Contract Initiation Requirements

This section is not applicable to this SPIFB.

3.2 End of Contract Transition

This section is not applicable to this SPIFB.

3.3 Insurance Requirements

In addition to the Insurance Protection required by SPIFB §2.5, 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:

3.3.1 The following type(s) of insurance and minimum amount(s) of coverage are required:

- a) Commercial General Liability of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- b) Worker's Compensation The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than. One million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
- c) Automobile or Commercial Truck Insurance The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the state where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- **3.3.2** The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- **3.3.3** All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance written notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- **3.3.4** Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- **3.3.5** The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.

3.3.6 The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.4 Additional Clauses

3.4.1 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.

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4 Procurement Instructions

4.1 Procurement Method

A Contract will be awarded in accordance with the Small Procurement Method in accordance with COMAR 21.05.07.

4.2 Bid Due (Closing) Date and Time

- **4.2.1** 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.
- **4.2.2** Requests for extension of this date or time shall not be granted.
- **4.2.3** Bidders submitting Bids should allow sufficient delivery time to ensure timely receipt by the Procurement Officer.
- **4.2.4** The date and time of an e-mail submission is determined by the Department's date and time stamp of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- **4.2.5** Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Bids.

4.2.6 Bids may not be submitted by facsimile.

4.2.7 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 (e.g., too busy, cannot meet mandatory requirements).

4.3 Receipt, Opening, and Recording of Bids

- A. Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.
- B. Bids shall be opened publicly, at the time, date and place designated in the SPIFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). The name of each Bidder, the Total Evaluated Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available and recorded at the time of bid opening.

4.4 Confidentiality of Bids / Public Information Act Notice

- **4.4.1** The Bidder should give specific attention to the clear identification of those portions of its Bid that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. This information should be identified by page number and placed in the Transmittal Letter with the Bid.
- **4.4.2** The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before Contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this

solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Evaluated Bid Price.

4.4.3 For requests for information made under the PIA, the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

4.5 Award Basis

- **4.5.1** A Contract will be awarded to the responsible Bidder submitting a responsive Bid with the Most Favorable Total Evaluated Bid Price, as referenced in COMAR 21.05.07.06.D for providing the goods and services as specified in this SPIFB. See SPIFB Section 6 for Bid evaluation and award information.
- **4.5.2** 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 Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.

4.6 **Duration of Bids**

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

4.7 **Revisions to the SPIFB**

- **4.7.1** If the SPIFB is revised before the due date for Bids, the Department shall post any addenda to the SPIFB on eMM and shall endeavor to provide such addenda to all prospective Bidders that were sent this SPIFB or are otherwise known by the Procurement Officer to have obtained this SPIFB. It remains the responsibility of all prospective Bidders to check eMM for any addenda issued prior to the submission of Bids.
- **4.7.2** Bidders shall acknowledge the receipt of all addenda to this SPIFB issued before the Bid due date.
- **4.7.3** 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.

4.8 Cancellations

- **4.8.1** The State reserves the right to cancel this SPIFB, accept or reject any and all Bids, in whole or in part, received in response to this SPIFB and to waive or permit the cure of minor irregularities.
- **4.8.2** 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).
- **4.8.3** If the State determines that the services that are the subject of the SPIFB can be provided more cost effectively by a public institution of higher education, then the SPIFB may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b) (2).

4.9 Incurred Expenses

The State 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.

4.10 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).

4.11 Bidder Responsibilities

- **4.11.1** Bidders must be able to provide all goods and 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.
- **4.11.2** If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, and letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Bid shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- **4.11.3** A parental guarantee of the performance of the Bidder under this Section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder's experience and qualifications. Instead, the Bidder's responsibility will be assessed to the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Bidder, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.12 Acceptance of Terms and Conditions

By submitting a Bid in response to this SPIFB, the Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this SPIFB and the Contract, attached hereto as Attachment A. Any exceptions to this SPIFB or the Contract must be raised prior to Bid submission. Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.

4.13 Compliance with Laws/Arrearages

By submitting a Bid in response to this SPIFB, 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.

4.14 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 <u>https://www.egov.maryland.gov/businessexpress</u>.

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

4.15 False Statements

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

4.15.1 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.
- **4.15.2** A person may not aid or conspire with another person to commit an act under Section 4.18.1.
- **4.15.3** 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 (5) years or both.

4.16 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. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <u>http://dllr.maryland.gov/paidleave/</u>.

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5 Bid Format

5.1 One Part Submission

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

5.2 Labeling

Each Bidder shall label the sealed Bid with the SPIFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

5.3 Bid 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 Department.

5.4 Required Bid Submissions

A Bidder shall include the following with its Bid:

- **5.4.1** Bidder Information Sheet (see Appendix 2)
- 5.4.2 Acknowledgement of all addenda to this SPIFB.
- **5.4.3** Minimum Qualifications Documentation. The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in SPIFB Section 1..
- **5.4.4** Completed Required Attachments. Submit three (3) copies of each with original signatures:
 - 1) Completed Bid Form (Attachment B).
- **5.4.5** Additional Document *<u>If Required</u>. Submit three (3) copies of each with original signatures, if required. *See appropriate SPIFB section to determine whether the document is required for this procurement.
 - 1) A Signed Statement from the Bidder's Parent Organization Guaranteeing Performance of the Bidder. *see SPIFB section 4.11.2
- **5.4.6 References.** At least three (3) references are requested from customers who are capable of documenting the Bidder's ability to provide the goods and services specified in this SPIFB. References used to meet any Minimum Qualifications (see SPIFB Section 1) may be used to meet this request. Each reference shall be from a customer for whom the Bidder has provided goods and services within the past three (3) years and shall include the following information:
 - 1) Name of customer organization;

- 2) Name, title, telephone number, and e-mail address, if available, of point of contact for customer organization; and
- 3) Value, type, duration, and description of goods and services provided.

The Department 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.

- **5.4.7** List of Current or Prior State Contracts. Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:
 - 1) The State contracting entity;
 - 2) A brief description of the goods and services provided;
 - 3) The dollar value of the contract;
 - 4) The term of the contract;
 - 5) The State employee contact person (name, title, telephone number, and e-mail address); and
 - 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Bidder's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Bidder.

5.4.8 Financial Capability. The Bidder shall include in its Bid a commonly-accepted method to prove its fiscal integrity. If available, the Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;
- 4) Evidence of a successful financial track record; and
- 5) Evidence of adequate working capital.
- **5.4.9** Certificate of Insurance. The Bidder shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Bid submission date. See Sections 2.5.2 and 3.3 for the required insurance certificate submission for the apparent awardee.
- **5.4.10** Subcontractors. The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.
- **5.4.11 Legal Action Summary.** This summary shall include:
 - 1) A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;

- 2) A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;
- 3) A description of any judgments against the Bidder within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
- 4) In instances where litigation is ongoing and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

5.5 Delivery

- **5.5.1** Bidders may either mail or hand-deliver Bids.
- **5.5.2** Any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the SPIFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail or another form for which both the date and time of receipt can be independently verified by the Department. It could take several days for an item sent by USPS first class mail to make its way by normal internal mail to the procuring unit and a Bidder using USPS first class mail will not be able to prove a timely delivery at the mailroom.
- **5.5.3** Hand-delivery includes delivery by commercial carrier acting for the Bidder. For any type of direct (non-mail) delivery, a Bidder is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

5.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a notification of recommendation for Contract award, the following documents shall be completed and submitted by the recommended awardee within five (5) business days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- A. Signed contract (Attachment A),
- B. Copy of a current certificate of insurance with the prescribed limits set forth in SPIFB Sections 2.5.2 and 3.3 "Insurance Requirements," listing the State as an Additional Insured, if applicable; see SPIFB Sections 2.5.2 and 3.3.
- C. Name, contact information, and resume for Contract Account Executive

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6 Bid Evaluation and Award

6.1 Bid Evaluation Criteria

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

6.2 Award Determination

Award will be made to the responsible Bidder who submits to the State the responsive Bid that has the most favorable Total Evaluated Bid Price.

6.3 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 and attestations as directed in Table 1 of Section 7 - SPIFB Attachments and Appendices.

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SPIFB ATTACHMENTS AND APPENDICES

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 SPIFB, 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, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

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 three (3) copies 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.

Applies ?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award	А	Sample Contract (included in this SPIFB)
Y	With Bid	В	Bid Instructions and Form
Applies ?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions (included in this SPIFB)
Y	With Bid	2	Bidder Information Sheet
Additional Submissions			
Applies ?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.3.5 ; 1 copy

Table 1: SPIFB ATTACHMENTS AND APPENDICES

PILOT VEHICLE RENTAL SERVICE PROGRAM Solicitation #: 050B9400002

Attachment A. Contract

THIS CONTRACT (the "Contract"), is made as of the ______day of, ____2018 by and between the STATE OF MARYLAND, acting through the DEPARTMENT OF BUDGET & MANAGEMENT ("Department"), and

("Contractor")

whose principal office in Maryland is: and whose principal business address is:

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Contract.

(a) **The Contractor shall provide a Pilot Vehicle Rental Service Program** between Maryland State Agency offices located in Annapolis and other State Agency offices located in Maryland in accordance with the Invitation for Bids for the Pilot Vehicle Rental Service Program, SPIFB Number 050B9400002 dated______, as amended (the "SPIFB").

(b) The SPIFB is attached and incorporated by reference as Exhibit_____. The Contractor's Bid dated______is attached and incorporated by references as Exhibit ______. If there is any conflict between this Contract and any Exhibits incorporated by reference, the terms of this Contract shall govern. If there is any conflict among the Exhibits, the following order or precedence shall determine the prevailing provision:

Exhibit A – the SPIFB

Exhibit B – the Contractor's bid

2. Changes. This Contract may be amended only with the written consent of both parties after any approvals required by COMAR Title 21. Amendments may not significantly change the scope of the Contract (including the Contract price).

3. Term of Contract.

The term of this Contract shall be for the period of approximately eighteen (18) months beginning on ______ 2019 through_____.

4. Compensation and Method of Payment.

(a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed

\$_____. The Department shall compensate Contractor for services satisfactorily performed in accordance with the Contractor's bid.

- (b) Method of Payment. The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.
- (c) **Tax Identification Number.** The Contractor's Federal Tax Identification Number is:_____.

The Contractor's Social Security Number is: _____ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.

- (d) **Invoicing.** All invoices for services shall be signed by the Contractor and submitted to the Procurement Officer. All invoices shall be submitted no later than the 15th of the month for the preceding calendar month. All invoices shall include the following information:
 - (i) Contractor name and address;
 - (ii) Remittance address;
 - (iii)Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
 - (iv)Invoice period;
 - (v) Invoice date;
 - (vi)Invoice number;
 - (vii) State assigned Contract number;
 - (viii) State assigned (Blanket) Purchase Order number(s);
 - (ix)Goods or services provided; and
 - (x) Amount due; and
 - (xi)Any additional documentation required by regulation, the Contract, or the Contract Monitor.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

The Contractor Account Executive shall respond to any billing issues within one (1) Business Day and address to the Contract Monitor's satisfaction any issues prior to the next invoice.

5. <u>Use of Estimated Quantities</u>

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

6. **Procurement Officer**. The Department designates Gregory Dennis to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.

7. **Disputes**. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

8. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A) (2).

9. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

10. Termination for Nonappropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

11. Non-Discrimination. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

12. Maryland Law Prevails. The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

13. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners, nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

14. Commercial Non-Discrimination Policy. The Contractor shall comply with the provisions of State Finance and

Procurement Article. Title 19, Annotated Code of Maryland.

15. Notices.

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: Gregory Dennis

Procurement Officer 45 Calvert Street Annapolis, Maryland 21401

If to the Contractor: _____

Contractor: <<ContractorName>> State of Maryland Department of Budget and Management DBM By: <<Contractor Signer>> By: <<agencyContractSigner>>, <<agencyContractSignerTitle>> Date: Date: Witness/Attest: Witness: PARENT COMPANY (GUARANTOR) (if applicable) By: Date: Witness/Attest:

IN WITNESS WHEREOF, the parties have executed this Contract as of the date herein above set forth.

Approved for form and legal sufficiency			
this	day of	_, 20	

Assistant Attorney General

Attachments: Exhibit A: Small Procurement Invitation for Bids (SPIFB) for Pilot Vehicle Rental Service Program, SPIFB 050B9400002

Exhibit B: Contractor's Bid

Attachment B. Bid Instructions & Form

B-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 EVALUATED 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 State will pay for the specific item or service identified in this SPIFB 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 or services required through this SPIFB and proposed by the vendor at **No Cost to the State** 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.

H) Omitted.

I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the SPIFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, insurance, 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. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

J) Unless indicated elsewhere in the SPIFB, sample amounts used for calculations on the Bid Form are typically estimates for evaluation purposes only. Unless stated otherwise in the SPIFB, the Department 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.

B-1 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. Failure to adhere to any of these instructions may result in the Bid being determined not responsive.

See separate Excel Bid Form labeled:--Bid Form SPIFB 050B9400002.xls.

Appendix 1. – Abbreviations and Definitions

For purposes of this SPIFB, the following abbreviations or terms have the meanings indicated below:

- A. Agency A State of Maryland government entity
- B. Agency Fleet Coordinator The State Agency representative responsible for implementing the State's fleet policies for their Agency as directed by the Contract Monitor. The Contract Monitor will provide the Contractor with a list of Agency Fleet Coordinators.
- C. Bid The Bidder's Bid.
- D. Bid Price Form or Bid Form The Attachment B Bid Form.
- E. Bidder An entity that submits a Bid in response to this SPIFB
- F. Business Day(s) The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of "Normal State Business Hours" below).
- G. COMAR Code of Maryland Regulations available on-line at <u>http://www.dsd.state.md.us/COMAR/ComarHome.html</u>.
- H. Compact Vehicle as defined by the Association of Car Rental Industry Systems Standards (ACRISS) at <u>https://www.acriss.org/car-codes/</u> (English Vehicle Guide, North American Fleet) equipped with four doors, automatic transmission, air conditioning, seating for two adults, two children, storing three pieces of luggage.
- I. Contract The Contract awarded to the successful Bidder pursuant to this SPIFB. The Contract will be in the form of **Attachment A**.
- J. Contract Monitor The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- K. Contractor The selected Bidder that is awarded a Contract by the State.
- L. Contractor Account Executive The individual assigned by the Contractor to oversee all work performed under the Contract and who is the day-to-day contact.
- M. Contractor Personnel Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this SPIFB.
- N. Daily Vehicle Rental (DVR) Roundtrip rental of a Vehicle for a period of up to twenty-four (24) hours.
- O. Data Breach The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- P. Department of Budget and Management or (DBM or the "Department").
- Q. eMM eMaryland Marketplace (see SPIFB Section 4.2).

- R. Executive Staff shall constitute the following: Governor, Lieutenant Governor, Governor's Office Staff, Department Secretaries and Assistant Secretaries, Executive Directors of Independent Agencies and others authorized in writing by the Contract Monitor.
- S. Invitation for Bids (SPIFB) This Invitation for Bids issued by the Department of Budget and Management (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- T. Key Personnel All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See SPIFB Section 2.3.
- U. Local Time Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- V. Luxury SUV as defined by the Association of Car Rental Industry Systems Standards (ACRISS) at <u>https://www.acriss.org/car-codes/</u> (English Vehicle Guide, North American Fleet) equipped with four doors, automatic transmission, seating seven adults, air conditioning, and All Wheel Drive (AWD).
- W. Luxury Vehicle as defined by the Association of Car Rental Industry Systems Standards (ACRISS) at <u>https://www.acriss.org/car-codes/</u> (English Vehicle Guide, North American Fleet) equipped with four doors, automatic transmission, seating for five adults, storing six pieces of luggage, air conditioning, and All Wheel Drive (AWD).
- X. Minority Business Enterprise (MBE) Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- Y. Normal State Business Hours Normal State business hours are 8:00 a.m. 5:00 p.m. Monday through Friday except State Holidays, which can be found at: <u>www.dbm.maryland.gov</u> keyword: State Holidays.
- Z. Notice to Proceed (NTP) A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- AA. NTP Date The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- BB. Personally Identifiable Information (PII) Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- CC. Premium Passenger Van- as defined by the Association of Car Rental Industry Systems Standards (ACRISS) at <u>https://www.acriss.org/car-codes/</u> (English Vehicle Guide, North American Fleet) equipped with, automatic transmission, seating for eight adults, and air conditioning.
- DD. Procurement Officer Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment A**), and is the only State representative who can authorize

changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

- EE. Protected Health Information (PHI) Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- FF. Security Incident A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. "Imminent threat of violation" is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- GG. Security or Security Measures The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
- HH. Sensitive Data Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to "personal information" under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- II. Standard Vehicle- as defined by the Association of Car Rental Industry Systems Standards (ACRISS) at <u>https://www.acriss.org/car-codes/</u> (English Vehicle Guide, North American Fleet) equipped with four doors, automatic transmission, seating for four adults, one child, storing five (5) pieces of luggage, air conditioning and All Wheel Drive (AWD).
- JJ. State The State of Maryland.
- KK. State Personnel An individual authorized to rent Vehicles pursuant to the Contract resulting from this solicitation by the Contract Monitor or Agency Fleet Coordinator.
- LL. Total Evaluated Bid Price The Bidder's Total Evaluated Bid Price for goods and services in response to this solicitation included in **Attachment B** Bid Form.
- MM. Vehicle A Compact Vehicle, Standard Vehicle, Luxury Vehicle, Luxury SUV, and Premium Passenger Van as each is defined by the Association of Car Rental Industry Systems Standards (ACRISS) at <u>https://www.acriss.org/car-codes/</u> (English Vehicle Guide, North American Fleet).
- NN. Veteran-owned Small Business Enterprise (VSBE) A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Appendix 2. – Bidder Information Sheet

Appendix 2. Bidder Information Sheet

See link at <u>http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_BidderInformationSheet.pdf</u>.