

Request for Proposals

**TRAVEL SERVICES FOR THE STATE OF MARYLAND**

PROJECT NO. 050B9800007



DEPARTMENT OF  
BUDGET & MANAGEMENT

**Issue Date: 03/10/2009**

**NOTICE**

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

**Minority Business Enterprises are Encouraged to Respond to this Solicitation**

STATE OF MARYLAND  
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to bid on this Contract, please fax this completed form to: 410-974-3274 to the attention of the Procurement Officer.

**Title:** TRAVEL SERVICES FOR THE STATE OF MARYLAND

**Project No:** 050B9800007

1. If you have responded with a "no bid", 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 Maryland Government is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the bid/proposals is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE 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 bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

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Offeror Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Request For Proposals**

**TRAVEL SERVICES FOR THE STATE OF MARYLAND  
PROJECT NUMBER 050B9800007**

**RFP Issue Date:** March, 10, 2009

**RFP Issuing Office:** Maryland Department of Budget and Management  
Division of Procurement Policy & Administration

**Procurement Officer:** Michael Howard  
Office Phone: (410) 260-7518  
Fax: (410) 974-3274  
e-mail: [mhoward@dbm.state.md.us](mailto:mhoward@dbm.state.md.us)

**Proposals are to be sent to:** Maryland Department of Budget and Management  
45 Calvert Street, Room 142  
Annapolis, MD 21401  
Attention: Michael Howard

**Pre-Proposal Conference:** March, 18, 2009 10:00 AM Local Time  
45 Calvert Street, Room 164 A & B  
Annapolis, Maryland 21401

**Closing Date and Time:** April 02, 2009 – 2:00 PM Local Time

**NOTE**

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

- 1.1.1 The Maryland Department of Budget and Management, Division of Procurement Policy & Administration is issuing this Request for Proposals to provide travel services for State of Maryland employees on official business.
- 1.1.2 It is the State's intention to obtain services, as specified in this Request for Proposals, from a Contract between the successful Offeror and the State.
- 1.1.3 DBM intends to award one contract to the Offeror whose proposal is deemed to be the most advantageous to the State.
- 1.1.4 Offerors, or through their sub-contractors, must be able to provide all services and meet all of the requirements requested in this solicitation.

### 1.2 Abbreviations and Definitions

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

- a. **Agency** – The unit of the Maryland State government procuring travel services through the Contract issued as a result of this RFP.
- b. **ARC** – Airlines Reporting Corporation
- c. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us)
- d. **Common Carrier Accounts** – Business Accounts with public airlines, railroads, and bus lines for ticket purchases.
- e. **Consolidator Tickets** – Large blocks of tickets purchased from major airlines by a consolidator at deep discounts off of the regular published fare that are resold at attractive rates.
- f. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.
- g. **Contract Manager (CM)** – The State representative for this project that is primarily responsible for Contract administration functions, including issuing written direction, compliance with terms and conditions, monitoring this project to ensure compliance with the terms and conditions of the Contract and in achieving on budget/on time/on target (e.g., within scope) completion of the project.
- h. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- i. **CPC (Corporate Purchasing Card) Contractor** – A contractor that provides the State with credit services for the purchase of common carrier accounts. The current CPC contractor is Bank of America.
- j. **DBM** – Maryland Department of Budget and Management.
- k. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- l. **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
- m. **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: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- n. **Offeror** – An entity that submits a proposal in response to this RFP.

- o. **PNR** – Passenger Name Record
- p. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract, issuing notices to proceed, determining scope issues, and is the only State representative that can authorize changes to the Contract. DBM may change the Procurement Officer at any time by written notice to the Contractor.
- q. **Request for Proposals (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management, Project Number 050B980007 dated February 26, 2009, including any amendments.
- r. **State** – “State” means the State of Maryland.
- s. **STMO** – “STMO” means the State Travel Management Office, an office within the DBM.
- t. **Travel Arranger** – Agency contact responsible for making travel reservations with the Contractor. The Travel Arranger may or may not be the Traveler.
- u. **Travel Coordinator** – The respective designated Agency representative and single point of contact responsible for serving as liaison between the STMO and the Agency as well as being responsible for coordinating Agency travel requirements with the Contractor. The Coordinator also ensures compliance with State travel policies for the requesting Agency and issues the authorization number for the requested travel services.
- v. **Traveler** – The person performing travel.
- w. **Travel Status** – The condition of a State employee while traveling on State business. An employee is not in travel status while commuting from home to the employee’s assigned office, regardless of the length of that commute.

**1.3 Contract Type**

The Contract that results for this RFP shall be an indefinite quantity contract with fixed unit prices in accordance with COMAR 21.06.03.06A(2).

**1.4 Contract Duration**

The Contract resulting from this RFP shall be for a period of about 5 years beginning on or about July 1, 2009 and ending June 30, 2014. The Contractor shall provide services upon receipt of a Notice to Proceed from the Procurement Officer.

**1.5 Procurement Officer**

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Michael Howard  
 Maryland Department of Budget and Management  
 45 Calvert Street, Room 142  
 Annapolis, Maryland 21401  
 Phone Number: 410-260-7518  
 Fax Number: 410-974-3274  
 E-mail: [mhoward@dbm.state.md.us](mailto:mhoward@dbm.state.md.us)

DBM may change the Procurement Officer at any time by written notice.

## **1.6 Contract Manager**

The Contract Manager is:

Larry Williams  
Fleet & Travel Administrator  
Maryland Department of Budget and Management  
State Fleet and Travel Management  
45 Calvert Street, Rm 127  
Annapolis, Maryland 21401  
Phone Number: 410-260-7195  
Fax Number: 410-974-3274  
Email: [larryw@dbm.state.md.us](mailto:larryw@dbm.state.md.us)

DBM may change the Contract Manager at any time by written notice.

## **1.7 Pre-Proposal Conference**

A Pre-Proposal conference (Conference) will be held on March 18, 2009, beginning at 10:00 AM, at 45 Calvert Street, Room 164 A & B, Annapolis, MD 21401. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

The Pre-Proposal Conference will be summarized. As promptly as is feasible subsequent to the Pre-Proposal Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please e-mail, mail or fax at (410) 974-3274 the Pre-Proposal Conference Response Form to the attention of the Procurement Officer with such notice no later than 4:00 PM on April 2, 2009. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call no later than March 10, 2009. DBM will make a reasonable effort to provide such special accommodation.

## **1.8 eMarylandMarketplace**

Each Offeror must indicate their eMaryland Marketplace vendor number in the Transmittal Letter (cover letter) submitted at the time of their Technical Proposal submission to this RFP.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site ([www.dbm.maryland.gov](http://www.dbm.maryland.gov)) and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

In order to receive a contract award, a vendor must be registered on eMaryland Marketplace (eMM). Registration is free. Go here to register: <https://ebidmarketplace.com/>. Click on "Registration" to begin the process and follow the prompts.

## **1.9 Questions**

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be

submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted in a timely manner prior to the proposal due date to the Procurement Officer. Time permitting answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

#### **1.10 Proposals Due (Closing) Date**

An unbound original and four (4) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than 2:00 PM (local time) on April 02, 2009 in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word format must be enclosed with the original financial proposal. Ensure that the diskettes are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date, April 02, 2009 at 2:00 PM (local time) will not be considered.

**Proposals may not be submitted by e-mail or facsimile.**

#### **1.11 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for 90 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

#### **1.12 Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DBM Procurements web page and through eMarylandMarketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

#### **1.13 Cancellations; Discussions**

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

**1.14 Oral Presentation**

Offerors will be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically oral presentations occur within 30 days of receipt of proposals. The Procurement Officer will notify Offerors of the exact time and place of any oral presentations.

**1.15 Incurred Expenses**

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

**1.16 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

**1.17 Protests/Disputes**

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

**1.18 Multiple or Alternate Proposals**

Neither multiple nor alternate proposals will be accepted.

**1.19 Access to Public Information Act Notice**

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. (See Section 4.4.2.1)

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Technical proposal and if applicable in the Financial proposal.

**1.20 Offeror Responsibilities**

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.24 below. If an Offeror that seeks to perform or provide the services required by this RFP is subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

### **1.21 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

### **1.22 Proposal Affidavit**

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

### **1.23 Contract Affidavit**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five business days of notification of proposed Contract award.

### **1.24 Minority Business Enterprises**

An MBE subcontract participation goal of five percent (5 %) of the total fees paid to the Contractor as reflected in Attachment F (Price Proposal Form), column B, has been established for this procurement.

Reporting for MBE participation provided directly by a MDOT-certified MBE subcontractor will be based upon the total fees paid to the prime Contractor under the Contract, as reflected in Attachment F (Price Proposal Form), column B. The prime Contractor's reported payments to its MBEs may only include the portions attributable to its Contract with the State.

Each Offeror shall complete, sign and submit Attachment D-1 (Certified MBE Utilization and Fair Solicitation Affidavit) and D-2 (MBE Participation Schedule) at the time it submits its technical response to the RFP. Failure of an Offeror to complete and sign Attachments D-1 (Certified MBE Utilization and Fair Solicitation Affidavit) and D-2 (MBE Participation Schedule) at the time it submits its technical response to the RFP, will result in the State's rejection of the Offeror's Proposal to the RFP.

The selected Offeror, once notified of award will be responsible for timely submitting the following forms:

- D-3 (Outreach Efforts Compliance Statement)
- D-4 (Subcontractor Project Participation Statement)

The Contractor and its subcontractors, once awarded a contract, will be responsible for submitting timely the following forms to provide the State with ongoing monitoring of MBE Participation:

- D-5 (MBE Participation Prime Contract Paid/Unpaid MBE Invoice Report) (Contractor responsibility)
- D-6 (MBE Subcontractor/Contractor Unpaid MBE Invoice Report) (Contractor shall follow up with MBE subcontractors to ensure timely and accurate submission)

An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 1.24 must submit a good faith request for waiver with its proposal submission. See COMAR 21.11.03.11.

A current directory of certified Minority Business Enterprises is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive Maryland 21076. The phone number is 410-865-1269. The directory is also available at <http://www.mdot.state.md.us>. The most current and up-to-date information on Minority Business Enterprises is available via this website.

**1.25 Arrearages**

By submitting a response to this solicitation, each Offeror 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 that it shall not become so in arrears during the term of the Contract if selected for Contract award.

**1.26 Procurement Method**

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

**1.27 Verification of Registration and Tax Payment**

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

**1.28 False Statements**

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

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

**1.29 Payments by Electronic Funds Transfer**

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

<http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>>

**1.30 Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding

the State's Living Wage requirement is contained in the following section entitled ***Living Wage Requirements for Service Contracts*** (Attachment J). If the Offeror fails to complete and submit the required Living Wage Affidavit (Attachment K) documentation, the State may determine an Offeror to be not responsible.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The applicable Living Wage rate is determined by whether a majority of services take place in a Tier 1 area or Tier 2 area of the State. The Tier 1 area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 area includes any county in the State not included in the Tier 1 area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the Contractor provides 50% or more of the Contract services. If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 contract. If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 contract. If the Contractor provides more than 50% of the services from an out-of-State location, then the Contract will be deemed to be a Tier 1 contract. The Offeror must identify in its Offer the location(s) from which 50% or more of the Contract services will be provided.

Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

### **1.31 Prompt Payment Policy**

This procurement and the contracts to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and COMAR 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror to this solicitation who is awarded a Contract under this solicitation must comply with the prompt payment requirements outlined in the Contract, § 32.-Prompt Payment. Additional information is available on the GOMA website at:

[http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs\\_000.pdf](http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf) .

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## **SECTION 2 – OFFEROR MINIMUM QUALIFICATIONS**

This section specifies minimum qualifications and the forms of proof to be submitted with the Offeror's technical proposal to demonstrate the Offeror meets the qualifications.

### **2.1 Offerors must demonstrate their ability to meet the following requirements:**

- a. Each Offeror shall have current Airline Reporting Corporation (ARC), International Air Travel Agent Network (IATAN), and AMTRAK approvals.
- b. Each Offeror must have annual total common carrier billings for each of the immediate past three (3) calendar years in excess of \$750,000 in corporate or governmental accounts or any combination of corporate and governmental accounts.

### **2.2 Proof that the Minimum Qualifications have been Met**

- a. Each offeror shall submit an appointment certification in its name from each of the following:
  - Airline Reporting Corporation (ARC)
  - International Air Travel Agent (IATAN)
  - Amtrak
- b. A profit and loss statement from the offeror's most recent three fiscal years that demonstrates carrier billing revenue in excess of \$750,000 as required by RFP Section 4.4.9.
- c. The proofs shall be submitted in the Executive Summary in accordance with RFP Section 4.4.4.

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## SECTION 3 – SCOPE OF WORK

### 3.1 Purpose and Background

- 3.1.1 The State is issuing this solicitation for the purposes outlined in Section 1.1 of this RFP in order to obtain competitive group fares and rates for authorized official State travel in accordance with the State's Standard Travel Regulations. (See <http://dbm.maryland.gov>, keyword search "travel.")
- 3.1.2 The travel program (the "travel program") includes the following components: (1) the STMO for program administration, (2) the Contractor for travel services, (3) the CPC Contractor for credit services for charging State agency common carrier accounts, and (4) the Agencies to be serviced. Each Agency will have one or more Travel Coordinators.
- 3.1.3 Executive Branch Agencies must use the travel program except when emergencies or unusual operating conditions arise or for conference travel when special rates can be obtained only from the organizer. Under these circumstances, Agencies may make alternative arrangements as appropriate. The Legislative and Judicial Branches may, but are not required to participate in the program. The University System of Maryland has its own travel program but may, solely at its discretion, participate in the State travel program (see RFP Section 3.3.5). The Contractor shall provide travel services as provided in this RFP and the Contract to these Agencies if and when the Agencies decide to participate in the program.
- 3.1.4 State travel expenditures for common carrier tickets for fiscal year 2008 were \$2.6 million. This figure represents 6,500 tickets, of which approximately 91% were e-tickets. For informational purposes, a schedule is attached (Attachment G) that reflects Agency utilization by approximate common carrier volumes. The State makes no guarantee of any actual volume during the term of the Contract. The current Contract fee per paper ticket and for per e-ticket is \$16.50. Additional current Contractor information can be found at <http://dbm.maryland.gov>; keyword search "Contract Library."

### 3.2 Contractor Personnel

The Contractor shall provide personnel to implement and support the Contract. Described below are the personnel minimums required in the performance of the Contract.

- 3.2.1 Account Manager or Contract Administrator. This person shall coordinate closely with the Contract Manager. This person shall have at least three (3) years' experience in the delivery of volume travel services (air, rail and group ticketing) of at least 5,000 transactions per year. This person is the designated single point-of-contact for the Contractor with the authority and knowledge to resolve customer complaints, billing complaints, Contract matters, and errors on behalf of the Contractor.
- 3.2.2 Reservation Agents. The Contractor's reservation agents serving this Contract shall have experience in corporate travel reservations, including air, bus, rail and international reservations. During the term of the Contract, the Contractor's personnel must be familiar with the State's lowest logical fare policy (COMAR 23.02.01.03) and the requirements of this scope of work.

### 3.3 General Requirements

- 3.3.1 The Traveler/Travel Arranger will deal directly with the Contractor for the day-to-day purchase of travel services. Travelers/Travel Arrangers are required to have all travel approved prior to making a reservation with their Travel Coordinator. Travel authorization numbers will be issued by the agency Travel Coordinator or designee as proof of approval. A reservation for State business travel cannot be finalized without a State authorization number. The Contractor shall make the reservation in accordance with the Standard Travel Regulations (<http://dbm.maryland.gov/>, keyword search “travel”).
- 3.3.2 The Contractor shall segregate travel activities that appear not to conform to the State's travel policy requiring use of the lowest logical fares based on acceptable times, locations, and conditions. This information will enable any travel activities that were not done in accordance with State travel regulations to be reported to the Contract Manager in accordance with RFP Section 3.5.2.
- 3.3.3 The information required to be maintained by the contractor, if not already part of the Contractor's standard PNR information, shall include at a minimum: State authorization number, name of traveler, itinerary, ticket cost, form of payment, any comments regarding declined lower fares, if itinerary includes personal travel, Travel Coordinator name, Travel Arranger name and phone number, if different from Travel Coordinator, and the address of where the paper itinerary will be mailed.
- 3.3.4 Other non-executive branch State agencies and the University of Maryland System may purchase services covered by this Contract at the same prices stated in the Contract that results from this solicitation. These arrangements shall constitute a contract between the Contractor and that State contracting party.
- 3.3.5 Other governments or public agencies may purchase from the Contractor the services covered by the Contract resulting from this solicitation at the same prices chargeable under the Contract. All such transactions:
  - a. Shall constitute a contract between the Contractor and that government or agency;
  - b. Shall not constitute purchases by the State or State agencies under this Contract;
  - c. Shall not be binding or enforceable against the State; and
  - d. May be subject to other terms and conditions agreed to by the Contractor and the purchaser
- 3.3.6 All users of the Contract shall be entitled to credit for unused refundable tickets. Refunds shall be processed for refundable tickets and shall be made in the form of a credit refund receipt, with the credit applied to the user Agency credit business travel account. If possible, the Contractor shall process refunds in the same ARC period that they are received from the user Agency.
- 3.3.7 For other than wholesale/consolidator tickets the Contractor shall only charge a fee per ticket issued to the State traveler. The Contractor shall not charge any fee for any cancellation, voids, refunds, or waivers.
  - 3.3.7.1 For wholesale/consolidator tickets the Contractor shall be entitled to:
    - a. Payments for the cost of the ticket
    - b. Reimbursement of a credit card merchant fee
    - c. Its per ticket fee

**3.4 Specific Contractor Requirements**

The Contractor shall:

- 3.4.1 Maintain a dedicated toll-free telephone number for routine travel contact from State agencies during at least 8 am to 5 pm (Local Time) Monday through Friday, excluding State holidays.
- 3.4.2 Provide 24-hour emergency travel service for authorized personnel in travel status. This emergency service must have access to Contractor's system for making changes and reservations for travel. The Contractor shall contact traveler within 2 hours of receipt of call or voice message.
- 3.4.3 Have procedures and an automated capability to monitor continuously the quality of travel services to ensure delivery of those services at the lowest logical fares or costs. The Contractor must also have automated capability to complete pre-trip audits to ensure that the bookings/fares are adjusted to the lowest logical fare. The Contractor shall also have a quality control method to ensure the lowest logical fares.
- 3.4.4 Query authorized Travelers/Travel Arrangers as to acceptable times, locations, and conditions of tickets so that the lowest fares are identified. Minimal changes that would result in materially lower fares should be presented to and reviewed with travelers. The following factors must be considered when making reservations:
  - a. Routing: In all cases, the least expensive routing shall be recommended to Travelers/Travel Arrangers even if it results in separate tickets. Although lower cost options involving downline changes of carrier shall be offered, the travelers shall be advised of the potential problems associated with carrier changes.
  - b. Layovers: Layovers shall not delay a traveler's arrival at destination by more than two (2) hours actual travel time and layovers that result in a material cost benefit to the State shall be recommended to State travelers.
  - c. Travel Incentives: Travel incentives, premiums, gifts, awards or prizes offered by airlines and other carriers shall be refused in the interest of obtaining the lowest possible fares.
  - d. Departure Dates: Alternate departure and return dates and times shall be proposed to travelers in the interest of obtaining the lowest possible fares. Traveler's preferences shall be the final determination of departure and return dates and times.
  - e. Fare Quotes: The use of full fares is discouraged. If full fares are used, the Contractor shall furnish appropriate rationale and documentation for each full fare used in the PNR. A fare shall be quoted for every reservation and recorded in each PNR. For either no lower fair available or a traveler refused the lower fair, the Contractor shall note this information in the PNR.
  - f. Any travel activities in this section that appear not to conform to the State's travel policies and regulations will be reported as required in Section 3.5.2 of this RFP.
- 3.4.5 Provide transportation services as follows:
  - a. Make reservations for air and rail. Airline and train tickets must be issued on approved ticket stock or in strict compliance with carrier rules governing "electronic ticketing"; passengers must receive necessary documentation from the Contractor in print or electronically transmitted, or by delivery if paper documents are required. The Contractor must provide full instructions to travelers about required government identification, etc.
  - b. Notify passengers of any adjustments for any change(s) in flight or train schedules. Tickets and billings shall be modified or re-issued to reflect these changes.
  - c. Make a timely effort to notify travelers of airport closings, cancelled or delayed flights, trains, or voyages.
  - d. Ensure each ticket itinerary issued by the Contractor references the appropriate State agency and State authorization numbers.
  - e. Provide notification by voice message confirmed by an email.

- f. Ensure any travel activities in this section that appear not to conform to the State's travel policies and regulations will be reported as required in Section 3.5.2 of this RFP.

3.4.6 Provide International Travel Services as follows:

- a. Provide travel originating or terminating in foreign countries for air and rail travel.
- b. Provide advice and arrange for international travel, including reservations and ticket delivery for air or rail transportation and reservations for car rental, charter bus services, and hotel/motel accommodations.
- c. Advise traveler of all documentation required for entry and stay for specific destination, if any.
- d. Provide travelers with advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for foreign travel.
- e. Provide, upon request, information and advice on conditions at the various foreign destinations, including climatic conditions, types of clothing that are appropriate or essential, national and religious holidays, location of American embassies and consulates, special or hazardous security conditions, etc.
- f. Provide technical advice on such matters as foreign currency exchange rates and transactions, securing auto insurance in conjunction with foreign car rentals, excess baggage requirements and fees.
- g. Provide assistance with passport and visa applications for foreign travel when requested without fee.
- h. Ensure travel activities in this section that appear not to conform to the State's travel policies and regulations will be reported as required in Section 3.5.2. of this RFP.

3.4.7 Provide Lodging Services when in travel status as follows:

- a. Make lodging reservations; this service shall include initiating and confirming reservations and confirming the rate at which the reservation is made.
- b. Book lodging at the lowest rate possible. Final selection of accommodations rests with the traveler.
- c. The Contractor shall receive no compensation for lodging services.

3.4.8 Provide Rental Vehicle Services when in travel status as follows:

- a. Reserve commercial rental vehicles at the lowest possible, confirm the rate at which the reservation is made, and include such information on the traveler's itinerary.
- b. Any vehicle size and operating (mileage) costs must be consistent with the minimum size vehicle needed to achieve the traveler's mission and State's interest in economy.
- c. The Contractor shall receive no compensation for rental vehicle services.

3.4.9 Provide travelers with written itineraries by email, fax, or direct delivery that include the name of traveler, the traveler's agency, and not less than the following information 24 hours prior to travel:

- a. Carrier(s);
- b. Flight, train, and voyage number(s);
- c. Departure and arrival dates and times for each segment of the trip, seat assignments, meals or other amenities provided;
- d. Reservation information for ground transportation (e.g., limo service) at destination(s);
- e. Name, phone number and location of hotel/motels and room rates booked by the Contractor at each destination;

- f. Name and location of rental car agency, rental rates, and car type booked by the Contractor at each destination;
- g. Ticket number, amount billed to agency account, and authorization numbers; and
- h. Special circumstances related to the travel (e.g., commuter service, unusual hotel cancellation policy, etc.).

3.4.10 Provide Ticket Delivery as follows:

- a. Electronic tickets shall be used whenever available, unless otherwise requested by the Traveler or Travel Arranger. The State of Maryland has a preference for e-tickets and paper tickets will be issued only with prior approval of Travel Coordinator. Use of paper tickets that result in higher trip costs shall be reported as an exception in accordance with RFP Section 3.5.2.
- b. Paper tickets, itineraries and boarding passes (if applicable) shall be delivered to the applicable Agency in a timely fashion in a sealed package addressed to the Agency Travel Coordinator. All Travel Coordinators will be identified prior to inception date of the Contract.
- c. Paper tickets routinely shall be provided not later than five (5) days in advance of scheduled travel date unless the State agency requests otherwise. The Contractor may select the method of ticket delivery to each agency; however, the Contractor remains responsible for the tickets until they are received and receipted at the agency's approved delivery point.
- d. The Contractor shall keep a record of ticket deliveries and agency signature receipts for tickets. Delivery records must be provided to the Contract Manager upon request.
- e. Paper tickets prices include all changes associated with delivery of paper tickets by the Contractor to the traveler. The Contractor is not allowed to charge any other amount for paper ticket delivery.

3.4.11 Wholesale/Consolidator Tickets. The Contractor shall have the capability and provide wholesale/consolidator tickets when savings exist over standard coach fares or other available discounts.

3.4.12 Travel Insurance. The Contractor shall, for any ticket issued, provide travel insurance to all passengers on official State business. The amount shall be at least \$100,000 per traveler except the Contractor shall, for any group travel, provide travel insurance per traveler limited to the amount established by the Contractor's insurance carrier.

3.4.13 Special and Group Travel Services.

- a. The Contractor shall provide travel services for and coordinate all aspects of official State group travel. Group travel is considered 10 or more persons.
- b. The Contractor shall provide special travel service for and coordinate all aspects of cabinet-level employee travel, Governor's overseas trade missions which could include 50 or more travelers, and executive group travel both domestically and internationally.

<b>3.5 Management Reports</b>
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The Contractor shall email a consolidated management information and reconciliation report to the Contract Manager. Reports shall be provided in Microsoft Excel unless another software format is acceptable to the Contract Manager and in the following manner:

3.5.1 A monthly sales activity report shall be provided to each Travel Coordinator, with a consolidated copy sent to the Contract Manager in an Excel format that can be read by the Microsoft Office 2003, within five (5) calendar days after the last day of each month. This report shall contain at minimum the

following four elements: (1) Total sales in dollars for air travel; (2) total sales in dollars for rail travel; (3) the number of transactions; (4) the number of passengers; and (5) the total fees paid to the Contractor.

3.5.2 A monthly exception report to the Contract Manager, which shall identify every reservation where a lowest logical fare that was lower than the accepted fare was offered but declined by the passenger and the reason the lower fare was declined. This information shall be provided to the Contract Manager by the 5th workday after the end of each month. (See Attachment I for sample format)

3.5.3 Annual Air/Rail Summary Report.

This report shall be provided to the Contract Manager within 45 days of the end of the State's fiscal year. The report shall include travel detail by each agency and the overall total for all agencies. See ATTACHMENT H for sample format.

- a. Air transportation. This report shall include information as identified in Attachment H
- b. Rail Transportation. This report shall include information as identified in Attachment H.

3.5.4 Annual Passenger Detail Report

This report shall include information at the agency and statewide level. This report shall be provided to the Contract Manger within 45 days of the end of the fiscal year. This reports shall be on cost savings and fees (services, exchanges, waivers, misc., etc.). This reports shall identify the State agency account by name and the agency's business travel account (BTA) number and shall contain the following information:

- a. The full name of each traveler, carrier, fare basis, and origin and destination points.
- b. Ticket number and travel dates.
- c. Transportation charges by mode of travel for each trip; the lowest standard full fare for the trip, the lowest fare available, and the actual transportation charge. The difference between actual transportation charge and the lowest standard full fare shall also be itemized (identified as cost avoidance).

3.5.5 The Contractor and its MBE subcontractors shall provide the following MBE Reports via e-mail:

- a. Contractor: MBE Report Attachment D-5, the Contractor's Monthly by the 10th of the following month to the MBE Liaison Officer and the Contract Manager.
- b. Sub-Contractor: MBE Report Attachment D-6, the MBE Subcontractor's monthly by the 10th of the following month to the MBE Liaison Officer and the Contract Manager.

## **3.6 Transition Plan**

The Contractor shall have a transition plan for assuming the work outlined within this RFP that is currently being performed by the incumbent Contractor and for training the Contract Manager. The Contractor shall assist the Contract Manager in performing an initial orientation program for the State's Travel Coordinators. The orientation program shall be held at 45 Calvert Street, Annapolis, MD and shall be approximately 2 hours in duration. The final transition plan must be delivered to the Contract Manager at the contract kick-off meeting, which will be held about 10 days after Contract award.

3.6.1 The Contractor shall supply orientation materials to all attendees of the orientation programs. There will be approximately 250 persons trained. The handout must continue to be available upon request during the term of the Contract to any traveler, coordinator, or State employee. The handout shall

include contact information, procedures for obtaining travel services, and description of contracted services. The Contractor may be required to provide annual agency updates to the orientation materials upon request by the Contract Manager.

- 3.6.2 The Contractor shall have a detailed implementation plan for establishing State travel services including tasks, schedules, man-hours and any State assistance necessary for implementation.

### **3.7 Insurance Requirements**

- 3.7.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors.
- 3.7.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.
- 3.7.3 The Contractor shall provide a copy of the Contractor's current certificate of insurance that at a minimum shall contain the following:
- a. Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
  - b. General Liability - The Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement.
    - i. \$ 500,000 - General Aggregate Limit (other than products/completed operations)
    - ii. \$ 500,000 - Products/completed operations aggregate limit
    - iii. \$ 250,000 - Each Occurrence Limit
    - iv. \$ 250,000 - Personal and Accidental Injury Limits
    - v. \$ 50,000 - Fire Damage Limit
    - vi. \$ 5,000 - Medical Expense
- 3.7.4 Upon execution of a Contract with the State, Contractor shall maintain insurances as identified in section 3.7.3 of this RFP, and shall maintain and report such insurance annually to the Procurement Officer.
- 3.7.5 The State shall be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Worker's Compensation excepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities in the Contract. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

### **3.8 Contract Close-Out**

- 3.8.1 As the end of the Contract term approaches, the State requires a smooth and orderly transition from the Contractor to any successor contractor to ensure minimum disruption and avoid decline in service to using State agencies. The Contractor must be available and cooperative in any transition at the Contract close-out.
- 3.8.2 The Contractor shall turn over to the successor contractor all outstanding travel requests it receives prior to the expiration of the Contract regardless of the date of commencement of travel. Contractor

shall continue to provide customer assistance on all ticketed reservations made prior to Contract expiration up to the conclusion of the travel.

### **3.9 Corporate Purchasing Procedures**

- 3.9.1 All invoices for services shall be submitted to the agency purchasing travel services no later than 30 calendar days following the month the service was provided and include the following information: Agency name and address, Contractor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, invoice period, invoice date, invoice number, amount due and the purchase order number(s) being billed. Invoices shall have separate sections for the price of the ticket and the fee charged by the Contractor. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.
- 3.9.2 Contractor shall have a process for resolving billing errors. The Contractor shall also work with the agencies to resolve billing discrepancies.
- 3.9.3 The State intends to continue to use a major corporate credit contractor for payment of common carrier ticket expenses and fees to the Contract. The current credit Contractor is Bank of America. State agencies are provided with an agency business travel account(s) for charging common carrier transportation. The Contractor shall charge the agency's business travel account for all common carrier tickets including fees and other charges. Lodging and car rental charges shall not be charged to the business travel account; the traveler will provide a separate form of payment for these charges.

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## **SECTION 4 – PROPOSAL FORMAT**

### **4.1 Two Part Submission**

Offerors shall submit proposals in separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

### **4.2 Proposal Structure and Copies**

Volume I-Technical Proposal shall be prepared and sealed separately from Volume II-Financial Proposal. An unbound original, so identified, and four (4) copies of each volume are to be prepared. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Word format shall also be prepared with the unbound originals technical or financial volumes, as appropriate. The electronic media is to be submitted on a CD or DVD and shall be identical to the paper copies prepared.

### **4.3 Packaging, Labeling and Submission Instructions**

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. The two sealed packages shall be submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). Each sealed package shall bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and closing date and time for receipt of the proposals. The electronic media inside each package shall bear a label on the outside containing the RFP number and name, the name of the Offeror and the volume number.

All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

### **4.4 Volume I – Technical Proposal**

#### **4.4.1 Transmittal Letter**

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of each addendum by its number. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror's responsibilities in Section 1.20.

#### **4.4.2 Format of Technical Proposal**

Inside a sealed package described in Sections 4.2 and 4.3, above, an unbound original, to be so labeled, four copies and the electronic version shall be provided. Section 3 of this RFP provides requirements and Section 4 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's Technical Proposals should be organized and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number.

The Technical Proposal shall include the following section in this order:

#### **4.4.3 Title and Table of Contents**

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal.

Note: The identification of information which is claimed to be confidential is to be placed after the Title page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall also be included with the identified material.

#### **4.4.4 Executive Summary**

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary". The Offeror shall also state how the Offeror meets the minimum qualifications outlined in Section 2 to include ACC, ITAN, and Amtrak approvals and the \$750,000 billing requirement for each of the past 3 years.. Offerors who cannot demonstrate they meet the minimum qualifications will be eliminated from further consideration.

The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If no exceptions to terms and conditions are made, the summary shall indicate this.

The Offeror shall include its eMaryland Marketplace Identification number.

#### **4.4.5 Offeror Technical Response to RFP Requirements**

The Offeror shall address each major section in the Technical Proposal and describe how its proposed services will meet the requirements as described in the RFP. The Offeror shall identify the location(s) from which it proposes to provide the service, any current facilities that it operates at that location, and any required acquisition of space to satisfy the State's requirements as outlined in this RFP. If the State is seeking Offeror agreement to a requirement, the Offeror shall state its agreement or disagreement.

As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall include an explanation of how the work will be done.

**Note: No pricing information is to be included in the Technical Proposal (Volume 1). Pricing will only be included in the Financial Proposal (Volume II).**

#### **4.4.6 Offeror Experience and Capabilities**

Offerors shall include information on past experience with similar projects/services. General requirements of the Offeror and personnel are outlined in Section 3.3. Offerors shall describe how their organizations can meet the qualifications of this RFP and shall include the following:

4.4.6.1 An overview of the Offeror's experience and capabilities providing services. This description shall include:

- a. The number of years the Offeror has provided these services; and,
- b. The number of clients and geographic locations that the Offeror currently serves.

4.4.6.2 The names and titles of the key management personnel directly involved with supervising the services rendered under this Contract.

4.4.6.3 The process for resolving billing errors.

4.4.6.4 As part of its proposal, each Offeror is to provide a list of all contracts with any entity of the State of

Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract, the Offeror is to provide:

- a. The State contracting entity
- b. A brief description of the services/goods provided
- c. The dollar value of the contract
- d. The term of the contract
- e. The State employee contact person (name, title, telephone number and if possible e-mail address)
- f. 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 Offeror's level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

#### **4.4.7 References**

The Offeror shall provide at least three references from its customers who are capable of documenting the Offeror's ability to provide the specified services. Each client reference shall be from a client for whom the Offeror provided service and shall include the following information:

- a. Name of client organization
- b. Name, title, and telephone number of point of contact for client organization
- c. Value, type, duration, and services provided of contract(s) supporting client organization

**DBM reserves the right to request additional references.**

#### **4.4.8 Economic Benefit Factors**

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

- a. The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- b. The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- c. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- d. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

#### **4.4.9 Financial Capability and Statements**

The Offeror shall include Financial Statements, specifically, an abbreviated Profit and Loss (P&L) and an abbreviated balance sheet for the Offeror's last three fiscal years (independently audited preferred). The financials will be used to validate that minimum qualification requirements of RFP section 2 are met.

#### **4.4.10 Certificate of Insurance**

The Offeror shall provide a copy of the Offeror's current certificate of insurance with the prescribed limits set forth in Section 3.7.

#### **4.4.11 Subcontractors**

Offerors shall identify all subcontractors, including MBEs, and the role these subcontractors will have in the performance of the Contract.

#### **4.4.13 Additional Required Technical Submissions**

- a. Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)
- b. Completed Minority Business Participation Forms (Attachments D-1 and D-2 with original of Technical Proposal only)
- c. Completed Living Wage Affidavit (Attachment K —with original of Technical Proposal only).
- d. Appointment certifications for each of Airline Reporting Corporation (ARC), International Air Travel Agent (IATAN) and Amtrak.
- e. Identification the street address, city, state, zip code, and county of the location(s) from which 50% or more of the Contract services will be provided.

### **4.5 Volume II - Financial Proposal**

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 4.3, the Contractor shall submit an original unbound copy, three copies, and an electronic version in MS Word of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in Attachment F. Complete the price sheets only as provided in the Price Proposal Instructions.

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## SECTION 5– EVALUATION CRITERIA AND SELECTION PROCEDURE

### 5.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee organized for that purpose. Evaluations will be based on the criteria set forth below.

### 5.2 Technical Criteria

The criteria to be applied to each technical proposal are listed in descending order of importance:

- Technical Response to RFP Requirements. Offeror’s response to the work requirements of the RFP that illustrates a comprehensive understanding of work requirements to include an explanation of how the work will be done. Responses to work requirements such as “concur” or “will comply” will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Section 4.4.5)
- Offeror Experience and Capabilities. (Ref. Section 4.4.6)
- References. (Ref. Section 4.4.7)
- Economic Benefit Factors. (Ref. Section 4.4.8)

### 5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total prices proposed within the stated guidelines (as submitted on Attachment F—Price Proposal Form).

### 5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement Contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

### 5.5 Selection Procedures

#### 5.5.1 General Selection Process

The Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, an Offeror's financial proposal will be returned unopened.

## **5.5.2 Selection Process Sequence**

5.5.2.1 The first step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.

5.5.2.2 Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

5.5.2.3 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.

5.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs). However, the State reserves the right to make an award without issuing a BAFO if/when it's determined to be in the State's best interest.

## **5.5.3 Award Determination**

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contracts to the responsible Offeror whose proposals are determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors.

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## **ATTACHMENTS**

ATTACHMENT A is the State's Contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer expeditiously upon notification of proposed Contract award.

ATTACHMENT B – Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's technical proposal.

ATTACHMENT C – Contract Affidavit. It is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE PARTICIPATION INSTRUCTIONS AND FORMS D-1 THROUGH D-6. Forms D-1 and D-2 must be completed and submitted with the Offeror's technical proposal.

ATTACHMENT E – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP section 1.7 by those potential Offerors who plan on attending the conference.

ATTACHMENT F – Price Proposal Form Instructions. Price Proposal form must be completed and submitted as the Financial Proposal.

ATTACHMENT G – State of Maryland Common Carrier Air /Rail Summary by Agency.

ATTACHMENT H – Annual Air/Rail Summary Report

ATTACHMENT I – Exception Report

ATTACHMENT J – Living Wage Requirements for Service Contracts

ATTACHMENT K – Living Wage Affidavit. This form must be completed and submitted with the Offeror's technical proposal.

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## ATTACHMENT A – CONTRACT

### TRAVEL SERVICES FOR THE STATE OF MARYLAND

THIS CONTRACT (the “Contract”) is made this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between \_\_\_\_\_ and the STATE OF MARYLAND, acting through the DEPARTMENT OF BUDGET AND MANAGEMENT, DIVISION OF PROCUREMENT POLICY & ADMINISTRATION.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

#### 1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Agency” means the unit of the Maryland State government procuring travel services through the Contract issued as a result of this RFP.
- 1.2 “Contract Manager” means Larry Williams of the Department.
- 1.3 “Contractor” means \_\_\_\_\_ whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
- 1.4 “CPC (Corporate Purchasing Card) Contractor” means a contractor that provides the State with credit services for the purchase of common carrier accounts. The current CPC contractor is Bank of America.
- 1.5 “Department” means the Maryland Department of Budget and Management.
- 1.6 “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_.
- 1.7 “Procurement Officer” means Michael Howard of the Department.
- 1.8 ”RFP” means the Request for Proposals for Travel Services for the State of Maryland Project 050B9800007, and any amendments thereto issued in writing by the State.
- 1.9 “State” means the State of Maryland.
- 1.10 “STMO” means the State Travel Management Office, an office within the Department.
- 1.11 “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_.
- 1.12 “Travel Coordinator” means the respective designated Agency representative and single point of contact responsible for serving as liaison between the STMO and the Agency as well as being responsible for coordinating Agency travel requirements with the Contractor. The Coordinator also ensures compliance with State travel policies for the requesting Agency and issues the authorization number for the requested travel services.

#### 2. Scope of Work

2.1 The Contractor shall provide all travel services deliverables for State employees on official business as defined in the RFP Section 3. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached hereto and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Technical Proposal

Exhibit C – The Financial Proposal

Exhibit D - State Contract Affidavit, executed by the Contractor and dated \_\_\_\_\_

2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract or the RFP. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR, Title 21, is obtained.

### **3. Time for Performance.**

The Contract resulting from this RFP shall be for a period of approximately five (5) years beginning on the Contract execution date and ending on June 30, 2014. The Contractor shall provide services upon receipt of a Notice to Proceed from the Procurement Officer.

### **4. Consideration and Payment**

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the respective using Agency's Travel Coordinator shall pay the Contractor through the CPC in accordance with the terms of this Contract and at the rates specified on Exhibit C, Contractor's Financial Proposal. Except with the express written consent of the Procurement Officer, all payments by Agencies to the Contractor pursuant to this Contract shall not exceed \$\_\_\_\_\_. Contractor shall notify the Contract Manager, in writing, at least 60 days before payments reach the specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the receipt by the respective using Agency Travel Coordinator of a proper invoice for services provided by the Contractor, acceptance by the respective Agency Travel Coordinator of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is\_\_\_\_\_. 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, are prohibited. Invoices shall be submitted to the designated Agency Travel Coordinator that requested the services. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

**4.3** In addition to any other available remedies, if, in the opinion of the Agency Travel Coordinator requesting the services, the Contractor fails to perform in a satisfactory and timely manner, the Agency Travel Coordinator may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract.

**4.4** Contractor's eMarylandMarketplace vendor ID number is \_\_\_\_\_.

## **5. Rights to Records**

**5.1** 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, for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

**5.2** 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 State, 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.

**5.3** The Contractor shall report to the Contract Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

**5.4** The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## **6. Exclusive Use**

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

## **7. Patents, Copyrights, Intellectual Property**

**7.1** If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

**7.2** The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a court finally awards, provided the State (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. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

**7.3** If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

## **8. Confidentiality**

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. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

## **9. Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder.

## **10. Indemnification**

**10.1** The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

**10.2** The State has 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.

**10.3** The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

**10.4** 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.

## **11. Non-Hiring of Employees**

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

## **12. Disputes**

This 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. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## **13. Maryland Law**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act, Maryland Code Annotated, Commercial Law Article, Title 22, does not apply to this Contract, or to any purchase order, or Notice to Proceed, issued under this Contract. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

## **14. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **15. Contingent Fee Prohibition**

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 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 this Contract.

#### **16. Non-availability of Funding**

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 canceled 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 nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

#### **17. Termination for Cause**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State 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 the 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 hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

#### **18. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. 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; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that 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).

#### **19. Delays and Extensions of Time**

The Contractor agrees to prosecute the work 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.

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.

**20. Suspension of Work**

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

**21. 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 Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

**22. 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 person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

**23. Political Contribution Disclosure**

The Contractor shall comply with Election Law Article, §§14-101 - 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

**24. 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 closeout and final payment by the State 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, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, Contractor shall provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies and/or variances.

**25. Compliance with Laws**

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State 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, 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.

## **26. Cost and Price Certification**

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

## **27. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 11 and 13 through 26 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

## **28. Parent Company Guarantee (If Applicable)**

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by "[Contractor]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. "[Corporate name of Parent Company]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. "[Corporate name of Parent Company]" further agrees that if the State brings any claim, action, suit or proceeding against "[Contractor]", "[Corporate name of Parent Company]" may be named as a party, in its capacity as Absolute Guarantor.

## **29. Commercial Non-Discrimination**

29.1 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.

29.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DBM, in all subcontracts.

29.3 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 are 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.

**30. Administrative**

**30.1 Procurement Officer.** The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

**30.2 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:

Maryland Department of Budget and Management  
State Fleet and Travel Management  
45 Calvert Street, Room 127  
Annapolis, Maryland 21401

Attention: Larry Williams

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**31. Prompt Pay Requirements**

31.1. If a Contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:

- A. Not process further payments to the Contractor until payment to the subcontractor is verified;
- B. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
- C. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- D. Place a payment for an undisputed amount in an interest-bearing escrow account; or
- E. Take other or further actions as appropriate to resolve the withheld payment.

31.2. 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.

31.3. An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a Contractor and subcontractor under this policy directive, may not:

- A. Affect the rights of the contracting parties under any other provision of law;
- B. Be used as evidence on the merits of a dispute between the Agency and the Contractor in any other proceeding; or
- C. Result in liability against or prejudice the rights of the Agency.

31.4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

31.5. To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:

A. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

B. This verification may include, as appropriate:

- (1) Inspecting any relevant records of the Contractor;
- (2) Inspecting the jobsite; and
- (3) Interviewing subcontractors and workers.
- (4) Verification shall include a review of:

(a) The Contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

(b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

C. If the Agency determines that a Contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.

(1) Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

D. If the Agency determines that a Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:

- (1) Terminate the Contract;
- (2) Refer the matter to the Office of the Attorney General for appropriate action; or
- (3) Initiate any other specific remedy identified by the Contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

E. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

**IN WITNESS THEREOF**, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND  
 BY: DEPARTMENT OF BUDGET AND  
 MANAGEMENT

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

\_\_\_\_\_  
 By: T. Eloise Foster, Secretary

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Witness

Approved for form and legal  
 Sufficiency this \_\_\_\_ day \_\_\_\_\_, 2009.

\_\_\_\_\_  
 Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (BPW Item #)

**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

#### I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
  - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:

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

**L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_ ) (foreign \_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: \_\_\_\_\_ Address: \_\_\_\_\_ .

(If not applicable, so state).

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

**M. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

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

N. Repealed.

**O. ACKNOWLEDGEMENT**

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

business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: \_\_\_\_\_ By: \_\_\_\_\_ (Authorized Representative and Affiant)

**ATTACHMENT C – CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_(title)\_\_\_\_\_ and the duly authorized representative of \_\_\_\_\_(business)\_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic\_\_\_\_) (foreign\_\_\_\_) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

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

Address: \_\_\_\_\_

\_\_\_\_\_

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

**C. 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: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Authorized Representative and Affidavit)

## ATTACHMENT D – MINORITY BUSINESS ENTERPRISE FORMS

State of Maryland  
DEPARTMENT OF BUDGET AND MANAGEMENT

### PURPOSE

The Prime Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the Minority Business Enterprise (MBE) goal stated in the Invitation for Bids (IFB) or Request for Proposals (RFP). MBE performance must be in accordance with this Attachment, as authorized by Minority Business Enterprise Policies as set forth by 21.11.03 of the Code of Maryland Regulations (COMAR). Accordingly, the Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

To meet the goal using MBE subcontractors, all Prime Contractors must:

- ❑ Identify work areas for subcontracting
- ❑ Solicit minority business enterprises through written notice or personal contact
- ❑ Help minority businesses meet bonding requirements or grant them a waiver of bonding requirements
- ❑ Identify their MBE subcontractors at the time they submit their bids or proposals

An MBE **must be** certified at the time of proposal submission in order to have its Contract participation counted under the Department's MBE program.

### MBE GOALS AND SUB GOALS



An MBE subcontract participation goal of 5% percent of the total fees paid to the Contractor as reflected in Attachment F (Price Proposal Form), column B, has been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount (5% of fees paid to the Contractor as reflected in Attachment F (Price Proposal Form), column B) will be performed by certified minority business enterprises as specified.

- ◆ A prime Contractor — including an MBE prime Contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors or request a waiver. (COMAR 21.11.03.09B(2))
- ◆ A prime Contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

### SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or Offeror must include with its bid or offer:
  1. A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

2. A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.
    - a. **COMAR 21.11.03.09C(5). The failure of a bidder to complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the bid is not responsive.**
    - b. **COMAR 21.11.03.09C(6). The failure of an Offeror to complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the proposal is not susceptible of being selected for award.**
- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
1. Outreach Efforts Compliance Statement (Attachment D-3)
  2. Subcontractor Project Participation Statement (Attachment D-4)
  3. If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
  4. Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

**NOTE: If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for Contract award. If the Contract has already been awarded, the award is voidable.**

#### **MBE REPORTING INSTRUCTIONS**

##### **Prime Contractor shall:**

1. Submit by the 10<sup>th</sup> of each month to the Department a separate report for each (Attachment D-5) Subcontractor. The report shall list:
  - a) all payments made to the MBE subcontractor during the previous month
  - b) **any unpaid invoices over 30 days old received from any certified MBE subcontractor, the invoice number, the amount of each invoice and the reason payment has not been made.**
2. Include in its written agreements with the MBE subcontractors as listed on the MBE Participation Schedule a requirement that those subcontractors submit by the 10<sup>th</sup> of each month, to the Department a report (**Attachment D-6**) that identifies the prime Contract. The D-6 report shall list:

- a) all payments received from the Prime Contractor during the previous month
  - b) any outstanding invoices to include the invoice number and date, and the invoice amount
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. **Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.**
  4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. **Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.**
  5. Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, itemizing all payments made to, or withheld from MBE subcontractors.

## **Attachments**

**MUST be submitted with technical proposal in response to this RFP:**

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit
- D-2 MBE Participation Schedule

**Submit within 10 working days of notification of apparent award or actual award, whichever is earlier:**

- D-3 Outreach Efforts Compliance Statement
- D-4 Subcontractor Project Participation Statement

**Submit on a monthly basis after Contract award:**

- D-5 Prime Contractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the Prime Contractor)
- D-6 Subcontractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the MBE subcontractor)

**Attachment D-1**  
Certified MBE Utilization and Fair Solicitation  
**Affidavit**

**This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. (COMAR 21.11.03.09C(5) and 21.11.03.09C(6) )**

In conjunction with the bid or offer submitted in response to Solicitation No. 050B9800007, I affirm the following:

1. Commitment to MBE Participation Goal or Request for Waiver (check only one applicable box):

I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 5 % of the total fees paid to the Contractor as reflected in Attachment F (Price Proposal Form), column B, and I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the **5%** MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of \_\_\_%, and I request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 working days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.

3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

(a) Outreach Efforts Compliance Statement (Attachment D-3)

(b) Subcontractor Project Participation Statement (Attachment D-4)

(c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)

- (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

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

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

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

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

**Attachment D-2**  
 MBE Participation Schedule  
*(Submit with bid or proposal)*

<p><b>This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer and has not requested a full waiver, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.</b></p>
--

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

<b>TOTAL MBE PARTICIPATION:</b>	_____ %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____ %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____ %

<p>Document Prepared By: (please print or type)</p> <p>Name: _____ Title: _____</p>
--

**ATTACHMENT D-2**  
**MBE Participation Schedule (continued)**

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	

**Attachment D-3**  
**Outreach Efforts Compliance**  
**Statement**

In conjunction with the bid or offer submitted in response to Solicitation No. 050B9800007, I state the following:

1. Bidder/ Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)
  
- This project does not involve bonding requirements.
  
5.  Bidder/Offeror did/did not attend the pre-bid/proposal conference  
 No pre-bid/proposal conference was held.

\_\_\_\_\_  
Bidder/Offeror Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT D-4  
Subcontractor Project Participation  
Statement**

**Submit one form for each MBE  
listed on the MBE Participation Schedule**

Provided that \_\_\_\_\_ is awarded the State contract in conjunction with  
(Prime Contractor Name)  
Solicitation No. 050B9800007, it and \_\_\_\_\_,  
(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which subcontractor shall:

(describe work) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By: \_\_\_\_\_  
Prime Contractor Signature  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Subcontractor Signature  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

**ATTACHMENT D-5**

**This form is to be completed monthly by the prime contractor.**

**Maryland Department of Budget and Management  
Minority Business Enterprise Participation  
Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the month following the month the services were provided.</b>	Contract #: Contracting Unit: Contract Amount: MBE Subcontract Amt: Project Begin Date: Project End Date: Services Provided:
---	--

Prime Contractor:		Contact Person:																															
Address:																																	
City:		State:	ZIP:																														
Phone:	FAX:																																
Subcontractor Name:		Contact Person:																															
Phone:	FAX:																																
Subcontractor Services Provided:																																	
<b>List all payments made to MBE subcontractor named above during this reporting period:</b> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:35%; text-align: center;"><u>Invoice#</u></th> <th style="width:35%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Paid: \$</b></td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			<b>Total Dollars Paid: \$</b>		_____	<b>List dates and amounts of any outstanding invoices:</b> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:35%; text-align: center;"><u>Invoice #</u></th> <th style="width:35%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Unpaid: \$</b></td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			<b>Total Dollars Unpaid: \$</b>		_____
	<u>Invoice#</u>	<u>Amount</u>																															
1.																																	
2.																																	
3.																																	
<b>Total Dollars Paid: \$</b>		_____																															
	<u>Invoice #</u>	<u>Amount</u>																															
1.																																	
2.																																	
3.																																	
<b>Total Dollars Unpaid: \$</b>		_____																															

\*\*If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

**\*\*Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

MBE Officer Department of Budget and Management Procurement Unit 45 Calvert Street, 1 <sup>st</sup> Floor Annapolis, MD 21401 <a href="mailto:MBEOfficer@dbm.state.md.us">MBEOfficer@dbm.state.md.us</a>	Larry Williams Fleet & Travel Administrator Department of Budget and Management 45 Calvert Street, Rm 127 Annapolis, MD 21401 <a href="mailto:larryw@dbm.state.md.us">larryw@dbm.state.md.us</a>
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT D-6**  
**Minority Business Enterprise Participation**  
**Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the month following the month the services were performed.</b>	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name: _____																															
MDOT Certification #: _____																															
Contact Person: _____																															
Address: _____																															
City: _____	State: Maryland	ZIP: _____																													
Phone: _____	FAX: _____																														
<b>Subcontractor Services Provided:</b>																															
<b>List all payments received from Prime Contractor during reporting period indicated above.</b> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td><b>Total Dollars Paid: \$</b></td> <td colspan="2">_____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Paid: \$</b>	_____		<b>List dates and amounts of any unpaid invoices over 30 days old.</b> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td><b>Total Dollars Unpaid: \$</b></td> <td colspan="2">_____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Unpaid: \$</b>	_____	
	<u>Invoice Amt</u>	<u>Date</u>																													
1.																															
2.																															
3.																															
<b>Total Dollars Paid: \$</b>	_____																														
	<u>Invoice Amt</u>	<u>Date</u>																													
1.																															
2.																															
3.																															
<b>Total Dollars Unpaid: \$</b>	_____																														
Prime Contractor: _____		Contact Person _____																													

**\*\*Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

MBE Officer Department of Budget and Management Procurement Unit 45 Calvert Street, 1 <sup>st</sup> Floor Annapolis, MD 21401 <a href="mailto:MBEOfficer@dbm.state.md.us">MBEOfficer@dbm.state.md.us</a>	Larry Williams Fleet & Travel Administrator Department of Budget and Management 45 Calvert Street, Rm 127 Annapolis, MD 21401 <a href="mailto:larryw@dbm.state.md.us">larryw@dbm.state.md.us</a>
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**Project No. 050B9800007  
Travel Services for the State of Maryland**

A Pre-Proposal Conference will be held at 10:00 AM, on March 18, 2009, at 45 Calvert Street, Room 164 A&B, and Annapolis, MD 21401. Please return this form by March 16, 2009, advising whether or not you plan to attend.

Return via e-mail or fax this form to the Procurement Officer:

Michael Howard  
Department of Budget and Management  
Division of Procurement Policy and Administration  
45 Calvert Street, Room 142  
Annapolis, MD 21401  
Email: mhoward@dbm.state.md.us  
Fax # (410) 974-3274

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.

\_\_\_\_\_ No, we will not be in attendance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## ATTACHMENT F – PRICE PROPOSAL FORM INSTRUCTIONS

### 1. General Instructions

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Instructions and a Price Proposal Form have been prepared. Offerors shall submit their price proposal on the form in accordance with the instructions on the form and as specified herein. Do not alter the forms or the price proposal shall be rejected. The Price Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

- a. The price proposal form is used to calculate the Offeror's TOTAL PRICE PROPOSED.
- b. All Unit/Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15
- c. All Unit Prices must be the actual unit price the State shall pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.
- d. All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.
- e. All goods or services required or requested by the State 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. Every blank in the price proposal form shall be filled in.
- f. Except as instructed on the form, nothing shall be entered on the price proposal form that alters or proposes conditions or contingencies on the prices.
- g. The “Total Proposed Price” specified below is based on model quantities and will be used solely for price evaluation, comparison and selection for recommendation for award. There is no guarantee of any maximum or minimum quantities under the contract.
- h. It is imperative that the prices included on the Price Proposal Form have been entered correctly and calculated accurately by the vendor and that the respective total prices agree with the entries on the Price Proposal Form. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12. The actual prices the State will pay are the transaction fees in Column B of the price form.

### 2. Special Instructions

- a. **Column A (rows 1-10)** represents the # of Tickets purchased during each contract period. This number provided by the State is being used for evaluation purposes and may not reflect actual ticket transactions.
- b. **Column B (rows 1-10)** is to be used by the Offeror to record the fee charged for each type of ticket ordered through the Contractor. This is the only fee the State will pay the Contractor for its services.

- c. **Column C (rows 1-10)** is the extended price. The Offeror is to multiply Column A (number of tickets) times Column B (your fee per ticket) and record the results in Column C, Rows 1-10, for each contract period.
- d. **Column D (rows 1-10)** The Offeror is to sum Column C and record the results on Row 11 of Column D. The Total Proposed Price will establish each Offeror's financial ranking.

## ATTACHMENT F—Price Proposal Form

Row #	Description	Contract Period (Year 1)			COLUMN D
		A	B	C=(A*B)	
		# of Tickets	FEE	Extended Price	
1	E-Tickets	7000	\$	\$	
2	Paper Tickets	600	\$	\$	
<b>Contract Period (Year 2)</b>					
3	E-Tickets	7200	\$	\$	
4	Paper Tickets	620	\$	\$	
<b>Contract Period (Year 3)</b>					
5	E-Tickets	7400	\$	\$	
6	Paper Tickets	640	\$	\$	
<b>Contract Period (Year 4)</b>					
7	E-Tickets	7600	\$	\$	
8	Paper Tickets	660	\$	\$	
<b>Contract Period (Year 5)</b>					
9	E-Tickets	7800	\$	\$	
10	Paper Tickets	680	\$	\$	
11	<b>Total Proposed Price (Years 1-5) (D = Sum of Column C )</b>			\$	
<b>Authorized Signature Company Name &amp; Address</b>			<b>Company Tax ID #</b>		
<b>Name and Title:</b>			<b>eMaryland Marketplace Registration #:</b>		

**ATTACHMENT G – STATE OF MARYLAND AIR/RAIL SUMMARY BY DEPARTMENT**

Department	7/1/2007 - 12/31/2007						1/1/2008 - 06/30/2008						YTD Total Air, Rail Fee
	# Air Tkts	Air \$	Rail Tkts	Rail \$	Fee \$	Total Air, Rail & Fee \$	# Air Tkts	Air \$	# Rail Tkts	Rail \$	Total Fee \$	Total Air, Rail & Fee \$	
Administrative Hearings	2	887.90	0	0.00	33.00	920.90	9	3,984.95	0	0.00	148.50	4,133.45	5,05
Aging Department Of	7	2,233.70	0	0.00	115.50	2,349.20	9	3,456.01	0	0.00	148.50	3,604.51	5,95
Agriculture Dept Of	44	12,760.30	0	0.00	726.00	13,486.00	48	16,802.06	0	0.00	808.50	17,610.56	31,09
Assessments & Taxation	2	269.80	0	0.00	33.00	302.80	1	431.00	0	0.00	16.50	447.50	75
Attorney General Office Of	38	13,531.60	11	1,693.00	808.50	16,033.10	38	10,207.10	8	802.00	762.50	11,771.60	27,80
Baltimore City Comm. College	76	20,632.12	8	1,329.00	1,386.00	23,347.12	88	82,353.10	14	1,725.00	2,082.50	86,160.60	109,50
Budget & Management	10	2,519.81	0	0.00	132.00	2,651.81	11	6,375.68	1	74.00	198.00	6,647.68	9,29
Business & Econ Dev	80	95,935.64	8	1,450.00	1,386.00	98,726.64	86	51,857.28	14	2,096.90	1,650.00	55,604.18	154,33
Comptroller of the Treasury	82	25,196.82	11	1,420.00	1,534.50	28,151.32	107	39,719.99	15	1,593.00	2,013.00	43,325.99	71,47
Deaf Md School For The	2	693.60	0	0.00	33.00	726.60	14	5,182.36	0	0.00	231.00	5,413.36	6,13
Education, Department Of	75	19,198.50	11	1,541.50	1,452.00	22,192.00	154	49,456.25	18	1,181.00	2,854.60	53,491.85	75,68
Elections - State Board Of	3	755.50	0	0.00	49.50	805.00	3	1,475.50	0	0.00	49.50	1,525.00	2,33
Environment Dept of the	79	21,289.35	2	297.00	1,303.50	22,889.85	90	29,771.81	13	1,481.00	1,683.00	32,935.81	55,82
Executive Department	50	27,661.11	1	83.00	841.50	28,585.61	92	35,631.20	9	2,254.00	1,666.50	39,551.70	68,13
Health & Mental Hygiene	274	79,320.01	12	16,618.00	4,636.50	85,574.51	448	137,671.21	23	2,219.00	7,854.00	147,744.21	233,31
Higher Education	19	4,580.95	2	252.00	346.50	5,179.45	11	5,049.32	5	569.00	264.00	5,882.32	11,06
Historic St Mary's City	3	803.30	0	0.00	49.50	852.80	0	0.00	0	0.00	0.00	0.00	85
Housing & Community Dev	54	11,335.46	2	463.00	924.00	12,722.46	55	16,990.41	7	874.00	1,006.50	18,870.91	31,59
Human Relations Commission	5	2,224.00	1	35.00	99.00	2,358.00	6	1,429.70	0	0.00	99.00	1,528.70	3,88
Human Resources, Dept. Of	53	16,146.90	2	204.00	841.50	17,192.40	53	20,567.51	4	516.00	940.50	22,024.01	39,21
Allegany County DSS	1	278.80	0	0.00	16.50	295.30	0	0.00	0	0.00	0.00	0.00	29
Anne Arundel County DSS	22	7,684.20	5	416.50	445.50	8,546.20	18	7,527.90	2	286.00	313.50	8,127.40	16,67
Baltimore City DSS	124	34,952.89	6	1,376.00	1,980.00	38,308.89	70	20,026.51	2	352.00	1,188.00	21,566.51	59,87
Baltimore County DSS	22	6,703.15	6	719.00	445.50	7,867.65	28	10,048.57	6	1,120.00	561.00	11,729.57	19,59
Calvert County DSS	4	1,253.50	0	0.00	66.00	1,319.50	3	1,172.00	0	0.00	49.50	1,221.50	2,54
Caroline County DSS	1	128.20	0	0.00	16.50	144.70	1	419.00	0	0.00	16.50	435.50	58
Carroll County DSS	4	1,036.30	0	0.00	66.00	1,102.30	5	1,549.00	0	0.00	82.50	1,632.00	2,73
Cecil County DSS	6	1,832.40	0	0.00	99.00	1,931.40	10	3,685.00	0	0.00	165.00	3,850.00	5,78
Charles County DSS	7	1,980.20	0	0.00	115.50	2,095.70	21	7,910.50	0	0.00	346.50	8,257.00	10,35

**ATTACHMENT G (cont'd)– STATE OF MARYLAND AIR/RAIL SUMMARY BY DEPARTMENT**

Department	7/1/2007 - 12/31/2007						1/1/2008 - 06/30/2008						YTD Total Air, Rail and Fee
	# Air Tkts	Air \$	Rail Tkts	Rail \$	Fee \$	Total Air, Rail & Fee \$	# Air Tkts	Air \$	# Rail Tkts	Rail \$	Total Fee \$	Total Air, Rail & Fee \$	
Dorchester County DSS	19	8,470.70	0	0.00	313.50	8,784.20	12	5,866.50	0	0.00	198.00	6,064.50	14,848.70
Frederick County DSS	10	2,973.20	0	0.00	165.00	3,138.20	17	4,671.00	1	224.00	297.00	5,192.00	8,330.20
Garrett County DSS	0	0.00	0	0.00	0.00	0.00	1	656.00	0	0.00	16.50	672.50	672.50
Harford County DSS	4	1,269.00	3	368.00	115.50	1,752.50	14	5,819.50	1	125.00	247.50	6,192.00	7,944.50
Howard County DSS	20	4,368.65	0	0.00	231.00	4,599.65	8	2,595.80	0	0.00	132.00	2,727.80	7,327.45
Kent County DSS	0	0.00	0	0.00	0.00	0.00	1	257.00	0	0.00	16.50	273.50	273.50
Prince Georges County DSS	27	9,711.75	4	669.00	511.50	10,892.25	34	11,794.65	3	298.00	630.50	12,723.15	23,615.40
Queen Anne County DSS	8	1,642.00	0	0.00	132.00	1,774.00	7	2,324.50	0	0.00	115.50	2,440.00	4,214.00
Saint Mary's County DSS	2	493.60	0	0.00	33.00	526.60	0	0.00	1	263.00	16.50	279.50	806.10
Somerset County DSS	0	0.00	0	0.00	0.00	0.00	8	2,822.50	0	0.00	115.50	2,938.00	2,938.00
Talbot County DSS	3	841.30	0	0.00	49.50	890.80	12	5,054.50	0	0.00	198.00	5,252.50	6,143.30
Washington County DSS	3	692.10	0	0.00	49.50	741.60	26	6,493.50	0	0.00	429.00	6,922.50	7,664.10
Wicomico County DSS	11	4,208.10	0	0.00	181.50	4,389.60	12	5,075.50	0	0.00	181.50	5,257.00	9,646.60
Worcester County DSS	0	0.00	0	0.00	0.00	0.00	5	2,359.90	0	0.00	82.50	2,442.40	2,442.40
Disabilities Department Of	14	4,055.60	2	178.00	264.00	4,497.60	6	2,018.00	0	0.00	99.00	2,117.00	6,614.60
Juvenile Services	154	57,925.62	0	0.00	2,541.00	60,466.62	153	51,520.01	0	0.00	2,508.00	54,028.01	114,494.63
Labor, Licensing and Regulation	70	20,644.62	3	562.80	1,171.50	22,378.92	143	45,970.31	4	691.00	2,442.00	49,103.31	71,482.23
Lottery Agency	21	4,377.40	0	0.00	346.50	4,723.90	11	3,648.60	0	0.00	181.50	3,830.10	8,554.00
Emergency Management	24	8,394.13	0	0.00	399.50	8,793.63	29	10,714.59	0	0.00	498.50	11,213.09	20,006.72
Energy Administration	8	2,086.60	0	0.00	132.00	2,218.60	6	1,808.50	0	0.00	99.00	1,907.50	4,126.10
Emergency Medical Services Institute for	10	2,690.66	0	0.00	181.50	2,872.16	21	5,070.46	0	0.00	346.50	5,416.96	8,289.12
State Police	105	45,678.37	0	0.00	1,732.50	47,410.87	89	37,644.50	0	0.00	1,468.50	39,113.00	86,523.87
Supplemental Retirement	2	1,155.40	0	0.00	33.00	1,188.40	1	145.00	0	0.00	16.50	161.50	1,349.90
Military Dept	37	10,009.50	0	0.00	703.50	10,713.00	36	12,194.20	0	0.00	614.00	12,808.20	23,521.20
Morgan State University	466	175,958.12	27	4,548.00	9,429.00	189,935.12	482	157,176.25	40	5,246.60	8,933.20	171,356.05	361,291.17
Natural Resources Department of	74	21,587.73	4	728.00	1,287.00	23,602.73	52	18,034.32	1	102.00	858.00	18,994.32	42,597.05
Peoples Counsel Office of	1	372.60	1	187.00	33.00	592.60	3	685.00	0	0.00	49.50	734.50	1,327.10
State Planning Office of - Mr. Samer Atiya	12	3,961.28	1	218.00	231.00	4,410.28	28	9,790.56	3	330.00	511.50	10,632.06	15,042.34

**ATTACHMENT G (cont'd)– STATE OF MARYLAND AIR/RAIL SUMMARY BY DEPARTMENT**

Department	7/1/2007 - 12/31/2007						1/1/2008 - 06/30/2008						YTD Total Air, Rail and Fee
	# Air Tkts	Air \$	# Rail Tkts	Rail \$	Fee \$	Total Air, Rail & Fee \$	# Air Tkts	Air \$	# Rail Tkts	Rail \$	Total Fee \$	Total Air, Rail & Fee \$	
Prepaid College Trust	3	674.60	0	0.00	49.50	724.20	4	1,265.10	0	0.00	66.00	1,331.10	2,055.30
Public Broadcasting	66	18,079.30	3	698.00	1,122.00	19,899.30	51	15,435.97	14	3,441.00	1,072.50	19,949.47	39,848.77
Public Defender System	5	2,131.80	3	510.00	115.50	2,757.30	6	1,956.45	0	0.00	99.00	2,055.45	4,812.75
Public Service Commission	24	9,147.50	15	2,932.00	643.50	12,723.00	25	7,758.40	10	1,117.00	594.00	9,469.40	22,192.40
Public Safety & Correctional Services	109	31,040.81	2	281.00	1,633.50	32,955.31	52	12,538.05	5	589.00	957.00	14,084.05	4,703,936.00
Retirement Agency	40	9,131.50	13	1,974.00	874.50	11,980.00	50	14,178.60	28	4,624.00	1,333.50	20,136.10	32,116.10
Stadium Authority	8	3,126.40	1	315.00	148.50	3,549.90	4	1,061.00	0	0.00	66.00	1,127.00	4,716.90
Transportation Department of	28	5,236.61	5	655.00	548.00	6,439.61	45	13,667.05	10	1,249.00	907.50	15,823.55	22,263.16
Motor Vehicle Admin.	5	1,542.30	0	0.00	82.50	1,624.80	13	4,898.54	0	0.00	231.00	5,129.54	6,754.34
Highway Admin	68	20,244.70	1	128.00	1,105.50	21,478.20	97	28,602.75	2	242.00	1,584.00	30,428.75	51,906.95
Transit Administration State of MD	67	18,291.62	13	2,167.00	1,221.00	21,679.62	126	46,598.64	3	1,107.00	2,112.00	49,817.64	71,497.26
Aviation Administration	83	201,112.38	1	132.00	1,320.00	202,564.38	104	145,303.71	0	0.00	1,699.50	147,003.21	349,567.59
Transportation Auth	51	30,964.10	8	2,130.00	973.50	34,067.60	10	2,750.50	0	0.00	165.00	2,915.50	36,983.10
Port Administration	69	37,425.50	21	4,894.00	1,501.50	43,821.90	103	41,655.96	29	6,723.00	2,211.00	50,589.96	94,411.86
Treasurer's Office	11	2,281.90	0	0.00	148.50	2,430.40	8	970.90	4	667.00	198.00	1,835.90	4,266.30
Workers Compensation	4	744.20	0	0.00	66.00	810.20	16	10,893.69	0	0.00	264.00	11,157.69	11,967.89
General Services	0	0.00	0	0.00	0.00	0.00	4	983.40	0	0.00	66.00	1,049.400	104,940.00
Veterans Affairs	1	556.80	0	0.00	16.50	573.30	5	828.50	0	0.00	82.50	911.00	1,484.30
Legislative Services	14	2,902.80	0	0.00	231.00	3,133.80	11	2,896.15	0	0.00	198.00	3,094.15	6,6227
Insurance Administration	86	21,678.41	4	262.00	1,485.00	23,425.41	126	33,772.47	27	5,176.10	2,623.50	41,572.07	64,997.48
Archives, Md State	6	1,551.10	0	0.00	99.00	1,650.10	6	1,382.71	0	0.00	99.00	1,486,849.01	3,131.81
<b>Grand Total</b>	<b>3,002</b>	<b>1,225,258.40</b>	<b>224</b>	<b>37,389.70</b>	<b>53,633.50</b>	<b>1,316,281.67</b>	<b>3,562</b>	<b>1,372,361.10</b>	<b>327</b>	<b>49,357.60</b>	<b>65,130.30</b>	<b>1,486,849.01</b>	<b>2,803,130.68</b>

**ATTACHMENT H – ANNUAL AIR/RAIL SUMMARY (SAMPLE)**

**Annual Air Summary** From 7/1/20XX through 6/30/20XX

	<b>Domestic Total</b>	<b>International Total</b>
(a) Tickets Issued (\$)		
--E-Tickets (\$)		
--Paper Tickets (\$)		
Tickets Exchanged (\$)		
(b) Tickets Refunded (\$)		
(c) Net Tickets Issued (\$) (a – b = c)		
Fee(s) Paid (\$)		
(a) # Tickets Issued		
--# E-Tickets		
--#Paper Tickets		
# Tickets Exchanged		
(b) # Tickets Refunded		
(c) # Net Tickets Issued (a – b = c)		
% Tickets Refunded		
Average Ticket Cost (\$)		

**Annual Rail Summary** From 7/1/20XX through 6/30/20XX

	Dollar Amount	# of Tickets
Tickets Issued		
Tickets Refunded		
Net Tickets Issued		
Fee(s) Paid		
Average Ticket Cost		

**ATTACHMENT I – EXCEPTION REPORT**

**Report for Reservations Where Lowest Fare is Declined  
Month/Year**

<b>Item #</b>	<b>Transaction Date</b>	<b>Departure Date</b>	<b>Traveler</b>	<b>Ticket #</b>	<b>Carrier</b>	<b>\$ Fare Paid (x)</b>	<b>\$ Full Coach Fare</b>	<b>\$ Saved Over Full Coach</b>	<b>\$ Lower Fair Offered (y)</b>	<b>\$ Loss (z) (x-y=z)</b>	<b>Reason Declined</b>
1											
2											
3											
4											
5											
6											
7											

**ATTACHMENT J – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or was 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.
  
- B. The Living Wage Law does not apply to:
  - (1) A Contractor who:
    - (A) has a State contract for services valued at less than \$100,000, or
    - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  
  - (2) A Subcontractor who:
    - (A) performs work on a State contract for services valued at less than \$100,000,
    - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (C) performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
  
  - (3) Service contracts for the following:
    - (A) services with a Public Service Company;
    - (B) services with a nonprofit organization;
    - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
    - (D) services between a Unit and a County or Baltimore City.
  
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
  
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

**ATTACHMENT K – LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_  
Name of Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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

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

- The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract
- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Witness Name (Typed or Printed) \_\_\_\_\_

Witness Signature \_\_\_\_\_ Date \_\_\_\_\_