

Request for Proposals

**MAINTENANCE AND REPAIR SERVICES
FOR STATE-OWNED VEHICLES**

PROJECT NO. 050B1400025



DEPARTMENT OF
BUDGET & MANAGEMENT

Issue Date: 10/06/2010

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: Maintenance and Repair Services for State-Owned Vehicles
Project No: 050B1400025

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:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

A. MAINTENANCE AND REPAIR SERVICES FOR STATE-OWNED VEHICLES

PROJECT NUMBER 050B1400025

RFP Issue Date: October 06, 2010

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

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: October 15, 2010 10:00 AM Local Time
45 Calvert Street, Room 164 A & B
Annapolis, Maryland 21401

Closing Date and Time: November 5, 2010 – 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 Motor Vehicle Maintenance Management Services.
- 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, including through the use of 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 principal department or independent unit of the Executive Branch of the State procuring fleet services through the Contract issued as a result of this RFP.
- b. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us
- c. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.
- d. **Contract Manager (CM)** – The State representative for this project who is primarily responsible for Contract administration functions, including issuing written direction, 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. The CM can change at any time by written notice.
- e. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- f. **DBM** – Maryland Department of Budget and Management.
- g. **Fiscal Year** - July 1 of one year through June 30 of the next year. The fiscal year is known by the calendar year in which it ends. Thus, fiscal year 2011 began July 1, 2010 and will end June 30, 2011.
- h. **Independent Vendor** – A vehicle maintenance and/or accident repair vendor that has either a single or multiple service locations in Maryland, and possibly in other states, with which the Contractor has a formal business relationship, as distinguished from a National Account Vendor, i.e. any vehicle maintenance and/or accident repair vendor of the Contractor other than a National Account Vendor.
- i. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- j. **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
- k. **National Account Vendor** – Service vendor that operates vehicle maintenance repair facilities throughout the United States or in a multi-state region(s) with which the Contractor has an established relationship involving discounted and/or standardized fees or other arrangements that benefit the Contractor's customers. Examples of such vendors include Goodyear, Firestone, and Pep Boys.
- l. **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 - keyword : State Holidays.
- m. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that specifies when preliminary (start-up) activities under the contract are to begin, and when actual vehicle maintenance and accident repair management repair services required under the contract are to begin. The start date listed in the NTP is the official start date of the

contract. However, the Contractor will not be paid for any preliminary (start-up) activity performed prior to the contract services start date.

- n. **Offeror** – An entity that submits a proposal in response to this RFP.
- o. **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.
- p. **Request for Proposals (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management, Project Number 050B1400025 dated October 06, 2010, including any amendments.
- q. **State** – “State” means the State of Maryland.
- r. **Supplemental Revenue** – a situation where the State is charged for services performed by an Independent Vendor, but the Contractor pays the Independent Vendor an amount less than it receives from invoices to the State. Typical industry terminology for such Supplemental Revenue includes “Short Pay” and “Administrative Percentage.
- s. **Supplemental Revenue Rate** – The difference between what the Independent Vendor bills the Contractor and what the Contractor pays the Independent Vendor, expressed either as a percentage of amount billed or a fixed amount per transaction.
- t. **Vehicle Upfitting and Retrofitting** – After market installation of items such as but not limited to: lighting, security partitions, radios, computers, etc. in State vehicles.

1.3 Contract Type

The contract that results from this RFP will be an Indefinite Quantity Contract with Firm Fixed Unit Prices as defined in COMAR 21.06.03.02 and .06.

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of Five (5) years beginning on or about April 1, 2011. 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

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

1.6 Contract Manager

The Contract Manager is:

Larry Williams
Maryland Department of Budget and Management
Fleet and Travel Administrator
45 Calvert Street, Rm 127

Annapolis, Maryland 21401
Phone Number: 410-260-7195
Fax Number: 410-974-3274
Email: 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 October 15, 2010, beginning at 10:00 AM, at 45 Calvert Street, Room 164 A & B, Annapolis, MD 21401. All interested Offerors are encouraged to attend the pre-proposal conference 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 October 13, 2010. The Pre-Proposal Conference Response Form is included as Attachment D to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please submit a request for special accommodation no later than October 13, 2010. DBM will make a reasonable effort to provide such special accommodation.

1.8 eMarylandMarketplace

eMaryland Marketplace (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) 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 eMM. Registration is free. 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 to the Procurement Officer 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 November 05, 2010 in order to be considered. An electronic version (CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal in MS Excel format must be

enclosed with the original financial proposal. Ensure that the CDs are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

The outside package containing the technical and financial proposal must indicate that it contains a response to RFP 050B1400025. The Package must also identify the offeror, and include the name of a contact person and the email address and/or phone number for this person.

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, November 05, 2010 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 120 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 (<http://dbm.maryland.gov/agencies/procurement/Pages/ProcurementHome.aspx>) 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.

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. If an Offeror that seeks to perform or provide the services required by this RFP is a 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

No MBE subcontractor participation goal has been established for the services resulting from this contract.

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 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 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 Non-Visual Access

Not applicable.

1.31 Contract Extended to include other Governments or Agencies or Non-Profit Organizations

Maryland Non-Profit Organizations, Maryland county, municipal, and other non-State of Maryland governments within Maryland or Governments, or agencies of governments outside of Maryland, including Washington, D.C., may purchase from the Contractor goods or services covered by this contract at the same prices chargeable to the State. All such purchases by Maryland Non-Profit Organizations or non-State of Maryland governments or agencies: (1) shall constitute contracts between the Contractor and that organization, government or agency; (2) shall not constitute purchases by the

State of Maryland or State of Maryland agencies under this contract; (3) shall not be binding or enforceable against the State of Maryland, and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor may only contact the appropriate Contract Manager to determine whether a government entity that proposes to use this contract is an agency of the State of Maryland. The Contract Manager will have no involvement of any kind regarding the usage of this contract by any non-State of Maryland governmental entity or Maryland Non-Profit Organizations. Nonetheless, the Contractor shall report quarterly to the DBM Contract Manager non-State of Maryland governments and Maryland Non-Profit Organizations which have obtained services under the provisions of this contract and the aggregate value of such usage, along with an annual and end of contract summation of the contents of these quarterly reports.

1.32 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 G). If the Offeror fails to complete and submit the required Living Wage Affidavit (Attachment H), 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.

1.33 Conflict of Interest Affidavit and Disclosure

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel and each of the participating subcontractor personnel shall be required to complete agreements such as Attachment I's Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.34 Prompt Payment Policy

This procurement and the contracts to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive (Directive) issued by the Governor's Office of Minority Affairs (GOMA) 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 Code of Maryland Regulations (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 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

1.35 Electronic Procurements Authorized

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, DBM may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the bidder/offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the RFP or the Contract.
- C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this RFP (e.g. §1.30 related to electronic funds transfer (EFT)) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
1. The Procurement Officer may conduct this procurement using eMarylandMarketplace, e-mail or facsimile to issue:
 - a. the solicitation (e.g. the RFP);
 - b. any amendments;
 - c. pre-proposal conference documents;
 - d. questions and responses;
 - e. communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offeror's proposal deemed not acceptable;
 - f. notice that a proposal is not reasonably susceptible for award or does not meet minimum qualifications and notices of award selection or non-selection; and
 - g. the Procurement Officer's decision on any protest or Contract claim.
 2. An Offeror or potential Offeror may use e-mail or facsimile to:
 - a. ask questions regarding the solicitation;
 - b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 - c. request a debriefing; or,
 - d. submit a "No Bid Response" to the solicitation.
 3. The Procurement Officer, the State's Contract Manager and the Contractor may conduct day-to-day Contract administration, except as outlined in section E of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or Contract Manager.

E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

1. submission of initial bids or proposals;
2. filing of protests;
3. filing of Contract claims;
4. submission of documents determined by DBM to require original signatures (e.g. Contract execution, Contract modifications, etc); or
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

F. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the RFP, the Contract, or in the direction from the Procurement Officer or Contract Manager.

SECTION 3 – SCOPE OF WORK

3.1 Purpose and Background

The Department of Budget and Management (DBM) is seeking to obtain a Contractor specializing in Motor Vehicle Maintenance and Accident Repair Management Services who will provide: 1.) maintenance and repair services through a statewide fleet account network for State-owned vehicles that are not maintained by in-house State facilities, and 2.) an Accident Management Program to manage the reporting of all vehicle accidents, vandalism incidents and repair work for participating State agencies.

Maryland law places responsibility for ensuring the economic and efficient use of Executive Branch motor vehicles with the Secretary of the Department of Budget and Management. The Executive Branch is comprised of 17 principal Departments and more than 50 Independent Agencies. The Department of Budget & Management is responsible for the administration and management of State motor vehicles. Fleet management activities are decentralized in Maryland. DBM provides oversight while State agencies own their vehicles, manage their motor vehicle activities under DBM policy guidance, and pay their own bills. Large agencies typically have a fleet manager with principal responsibility for agency fleet management and control. Smaller agencies often have a fleet coordinator who manages/coordinates agency fleet activities as part of his/her overall duties.

The current contract for vehicle maintenance and accident reporting and repair management services allows participating State agencies to utilize a national account repair and maintenance service for vehicle maintenance and repair for light duty vehicles as well as heavy duty trucks. During FY 2009 approximately 4600 State-owned sedans, light trucks and vans, traveling more than 56 million miles, and approximately 500 State-owned medium and heavy-duty trucks were enrolled in vehicle maintenance/repair with the current contractor. The current contractor also provides accident management services for the entire State fleet of about 8800 vehicles and approximately 500 medium and heavy-duty trucks). Additional Non-national account repair vendors may be added to the network at the State's request. The State typically only adds additional vendors if there is a lack of coverage in a specific geographical area.

This historical information is provided for informational purposes only. The State does not make or imply any guarantee of minimum or maximum number of vehicles or categories of vehicles under the contract that will result from this RFP.

The current contractor provides agencies with packets containing maintenance coupons and general information for each agency vehicle, and deals directly with each agency in providing daily service and monthly billing. There are approximately 400 billing accounts across the various departments and agencies. The current contractor provides a consolidated monthly report to each agency showing purchases made by vehicle. Expenditures for account maintenance and repair services were over \$8.2 million during FY 2009. National Account vendors provided 17% or \$1.4 million of maintenance work and Non-National Account vendors provided 83% of the repairs or \$6.7 million. Current fleet Maintenance and Repair Policies are provided in Attachment J.

Locations

State vehicles are located statewide, with more than 60% of the vehicles located in the central Maryland area. This area includes Baltimore City, Anne Arundel County, Baltimore County, Carroll County, Harford County, Howard County, Prince George's County and Montgomery County. The remaining State vehicles are located throughout the State.

Current Operating Environment

The State of Maryland has a statewide information system to capture utilization and expenses. The Fleet Administration Unit (FAU) receives from the current contractor by e-mail monthly a data file that contains detailed maintenance and repair transactions for vehicles participating in the program. This data is imported into the WebFleetMaster (WFM) database (Record lay-out is included in Attachment K). Automated procedures within WebFleetMaster perform the import.

The WFM system is comprised of a browser based front-end, a Web application mid-tier and a SQL database. The database, application and Web servers for the production WFM system are hosted on a single machine. The database server is Microsoft SQL Server 2000 Standard Edition, the application server is New Atlanta ServletExec 4.1, and the Web server is Internet Information Server 5.0. The WFM Web application consists of JSP, ASP, and HTML pages.

Interfaces exist so that data or information is collected currently from external sources for fuel and maintenance/repair expenses. Agency users can log into the WFM and generate their own reports or view the data. Some of the current external sources have many agency divisions, each capable of submitting data directly into the WFM. All interfaces maintain open architecture.

3.2 Scope of Work - Requirements

3.2.1 Maintenance and Repair Services

The Contractor shall:

- 3.2.1.1 Provide all conventional maintenance, repairs, glass, preventative maintenance, emergency road services, and towing for a fleet of about 5,000 passenger automobiles, vans and light trucks using nationwide account vendors, independent repair facilities, and automobile dealerships as required.
- 3.2.1.2 Provide all conventional maintenance, repairs, glass, preventative maintenance, emergency road services, and towing for a fleet of about 500 medium to heavy-duty trucks using nationwide account vendors, independent repair facilities, and automobile dealerships as required.
- 3.2.1.3 Provide upfitting services to law enforcement and other State vehicles which may require after market installation of lighting systems, computers, radios, storage systems, etc. using network vendors.
- 3.2.1.4 Provide a centralized Technical Support Center (TSC) wherein the Contractor shall provide maintenance experts to review and approve all vehicle maintenance and repair services over \$100 and up to \$1,000 without the State agency's approval 24 hours a day, 7 days a week, and 365 days a year. TSC experts shall obtain the requesting agency's written approval for all services estimated to exceed the \$1,000 limit prior to authorizing these services. Some agencies may require agency-specific approval levels lower than \$1000 limit. The contractor shall make this approval adjustment when requested.
- 3.2.1.5 Maintain a monitoring system to notify agencies in writing of all original equipment manufacturer (OEM) recalls that affect program vehicles, exercise all existing warranties, and recoup warranty reimbursements for program vehicles.
- 3.2.1.6 Provide for emergency road services 24-hours a day, 7 days a week, and 365 days a year.

3.2.2 Accident Management program

The Contractor shall with regard to the State Fleet:

- 3.2.2.1 Provide an Accident Management Program, which shall track accidents and refer vehicles for repairs. Services shall be available 24 hours a day, 7 days a week, and 365 days a year.
- 3.2.2.2 Provide an 800 number which agencies shall use to report accidents. This number shall be available 24 hours a day, 7 days a week, and 365 days a year.
- 3.2.2.3 Take comprehensive accident reports from agencies, complete Association for Cooperative Operations Research and Development (ACORD) Automobile Loss Notice forms and forward via email the forms to the State's Insurance Office and the agency involved in the accident.
- 3.2.2.4 Arrange for towing when necessary.

- 3.2.2.5 Arrange for repairs at an established facility.
- 3.2.2.6 Monitor repairs, ensuring timely, quality results.
- 3.2.2.7 Provide a database to track and report vehicle accident volume and expenses by agency Statewide. Individual accident occurrences shall be identified by agency, vehicle, accident type and cost. Initial data shall be provided via the standard ACORD form and results shall be reported to the Insurance Division in the Office of the Treasurer.
- 3.2.2.8 Provide DBM with a monthly summary report electronically to track accident and repair activity.

3.2.3 Administrative Services with regard to State vehicles/the State Fleet

The Contractor shall:

- 3.2.3.1 Meet with the State Contract Manager at least twice a year to provide program updates.
- 3.2.3.2 Provide written policies and procedures via the web to explain the process by which drivers/agencies can access maintenance and repair services, including emergency road services, and report and track agency accidents. In addition, the Contractor shall notify participating agencies when policy or procedure changes occur.
- 3.2.3.3 Provide a network of participating national account and independent vendors in Maryland who provide maintenance and accident repair for light, medium and heavy-duty vehicles as well as accident reporting and referrals.
- 3.2.3.4 Provide listings of all national account vendors; one list for light duty vehicles and one list for medium to heavy-duty trucks, which shall be updated at least annually. The Contractor shall maintain up-to-date listings of vendors on the web.
- 3.2.3.5 Secure additional national account and independent vendors that are not currently part of the network offered, but who meet pricing and technical capabilities for the network offered, in any location when deemed necessary by the State.
- 3.2.3.6 Establish performance standards and requirements for national account and independent vendors providing vehicle maintenance, repair and accident management to State Fleet. These standards shall include national account and independent vendor price auditing, quality assurance, vendor monitoring, problem resolution methods, and invoicing dispute procedures.
- 3.2.3.7 Provide standardized pricing with at least one national account glass replacement vendor.
- 3.2.3.8 Establish methods/procedures and distribute vendor/billing cards and initial instructional/training information.
- 3.2.3.9 Establish procedures and conduct ongoing performance reviews, identify problems and implement solutions with participating agencies.
- 3.2.3.10 Provide the DBM Contract Manager and agency fleet managers access to the Contractor's Fleet Information System which will provide daily detailed accident and maintenance transaction and expenditure data. Agency fleet managers should only have access to their respective fleet data. The Contract Manager will have access to the entire data base.
- 3.2.3.11 Provide DBM by the 15th of each succeeding month with an electronic transfer data file of all vehicle maintenance including accident repair transactions by agency. DBM will download this file into the State's fleet

information system. The Contractor shall ensure that the data file and naming conventions will import properly into WFM (Attachment L).

3.2.4 Payments and Billing

The Contractor shall:

- 3.2.4.1 Pay national account and independent vendors for all authorized bills incurred by State-owned vehicles. No payment should be made for unauthorized bills. The Contractor shall resolve any differences with the service providers and using agencies.
- 3.2.4.2 Invoice each participating agency no later than ten (10) calendar days following the last calendar day of the month in which the bill was incurred.
- 3.2.4.3 Bill all administrative and service fees directly to the using agencies. These fees shall be identified separately from the cost of maintenance or accident repair services on the agency's invoice.
- 3.2.4.4 Provide invoices containing easily identifiable State expense codes and Contractor repair codes indicating the facility and what type of repair was done on the vehicle. It is anticipated that State expense codes will cover and include many detailed Contractor repair codes. The State reserves the right to add, delete, or otherwise modify its expense codes at the beginning of each contract year so that expense data entry into the State's fleet information system is simplified and accurate (Attachment K).
- 3.2.4.5 All maintenance and accident repair services approved under the contract must be billed to the State no later than 90 days after the Contract end date. Any services billed after this date will not be paid.
- 3.2.4.6 Not invoice the State for sales and excise taxes. The State is exempt and shall not pay these taxes.

3.2.5 Management

The Contractor shall:

- 3.2.5.1 Upon receipt of Notice to Proceed, implement the Management Plan, which outlines all tasks associated with implementing the Maintenance and Repair Services and Accident Management Program as described in its Technical Proposal.
- 3.2.5.2 Provide an "Account Manager" who is responsible for the implementation and management of the State's maintenance and services account and the Accident Management Program. This "Account Manager" shall also function as liaison with the State Fleet Administrator and agency fleet managers for establishing account procedures and resolving problems.
- 3.2.5.3 Have all account procedures in place prior to the start of the Contract. Updates or changes to these procedures by the Contractor shall be submitted in advance to the State Fleet Administrator for approval. Once approved, the Contractor shall distribute updated procedures to using agency fleet managers and account users within 30-days.
- 3.2.5.4 No less than 30 days prior to the start of a successor contract the Contractor shall provide all vehicle maintenance data and accident history information available at that time to the successor contractor, if other than the Contractor. The Contractor will remain responsible to provide vehicle maintenance data and accident history information for all vehicle maintenance and/or repair activities approved by the Contractor as of the last day of the current Contract. The Contractor shall provide additional vehicle maintenance data and accident history information pertaining to activities it approved in the last month of the Contract to a successor contractor, if any, as of 45 days after the Contract end date, and if necessary, 90 days after the Contract end date.

The Contractor may make arrangements with a successor contractor to provide more frequent data updates for its last Contract month approvals than at 45 and 90 days after the Contract end date. In addition, if all last Contract month approvals data can be transmitted on or before 45 days after the Contract end date, or before 90 days after the Contract end date the Contractor's final Contract month reporting obligation may be satisfied in one report rather than two, or with a final report date less than 90 days after the Contract end date. Except for the circumstances described above in this paragraph concerning one final data report versus two, the Contractor may not make fewer than two data submission updates.

As of 90 days after the Contract end date, the Contractor is not required to provide any further data on approvals it made during the last month of the Contract if a bill had not yet been received by the Contractor for any such approval. Moreover, as stated in Section 3.2.4.5, the State will not pay for any invoice for maintenance or repair services provided during the last month of the Contract that has not been billed to the State as of 90 days after the Contract end date.

3.2.6 Supplemental Revenue

3.2.6.1 If the Contractor derives Supplemental Revenue from Independent Vendors, the Contractor shall return all Supplemental Revenue derived from the State account to the State in the form of invoice credits. Such credits are to be provided no later than the subsequent invoice.

3.2.6.2 Pursuant to §3.2.7 of this solicitation the State will audit the Contractor to determine the actual Supplemental Revenue that the Contractor received on State accounts. If the actual Supplemental Revenue received by the Contractor for the audit period is greater than the Supplemental Revenue returned to the State through credits, the Contractor must remit the balance through additional credits as directed by the State. If the Contractor has credited the State for more than the actual Supplemental Revenue during the period covered by the audit, the State will provide instructions on how subsequent invoices will be adjusted.

3.2.6.3 If the Contractor fails to make timely adjustments to its invoices to provide a required credit amount to the State, the State may offset the difference against payments due to the Contractor.

3.2.7 Supplemental Revenue Audits

3.2.7.1 Audits will be conducted of Supplemental Revenues involving Independent Vendors for (1) Maintenance and Repair, and (2) Accident Repairs. The purpose of these audits is to assure that all Supplemental Revenues derived by the Contractor on the State's account are returned to the State. The audit will establish Supplemental Revenues to a tenth of a percent (e.g., 10.8%). Actual audit costs will be billed to the Contractor either monthly or as incurred, if audit activities take place less frequently than monthly. If the Contractor does not remit payments to DBM for audit activities within 30 days of invoice receipt, DBM will withhold payment to the Contractor, or make an equivalent deduction from these payments.

The first year cost for these audits will not exceed \$25,000. Costs for each year of the contract beyond the first year will not exceed \$10,000.

The Contractor must provide the Contract Manager with an electronic copy of each month's detailed invoice in either Excel or Access format to be used for audit purposes. The Contractor must also provide the Contract Manager with a comprehensive list of Independent Vendors and identify the actual Supplemental Revenue Rate for each Vendor. The Independent Vendor list must be updated monthly, as required to reflect new Independent Vendors and any change in a Vendor's Supplemental Revenue Rate. The Contractor must make reasonable efforts to cooperate with the State's audit contractor as it seeks to verify Supplemental Revenue information for work performed on State vehicles.

If requested by the Contractor, the State will require its audit contractor to enter into a non-disclosure agreement whereby the audit contractor will not divulge any information concerning the Contractor's business arrangements with Independent Vendors to any party other than the State. The State will treat such business arrangement information in the manner prescribed in Title 10, Subtitle 6, Part III, Access to Public Records, of the State Government Article,

Annotated Code of Maryland. As permitted by the Maryland Public Information Act (PIA), Title 10, Subtitle 6, Part III of the State Government Article, DBM will treat information concerning the Contractor's Supplemental Revenue agreements with Independent Vendors as confidential commercial or financial information.

3.3 Security Requirements

3.3.1 Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available on-line at: <http://doit.maryland.gov> – keyword: Security Policy.

3.3.2 The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the Contract Manager. The Contractor shall fill-out any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.3.3 Physical Security:

3.3.3.1 Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

3.3.3.2 At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badging, and wearing the badge in a visual location at all times.

3.4 Reports

3.4.1 The Contractor shall provide the following reports:

1. An annual report due within 90 days following the end of the immediately preceding fiscal year, which provides a detailed breakdown of all maintenance and accident management by agencies.
2. A quarterly report due within 30 days following the end of each quarter, which provides a summary of amounts billed to participating State agencies each quarter.
3. A report of accidents (identified by agency, vehicle, accident type and cost) to the Insurance Division in the Office of the Treasurer within 24 hours of notice by agency.

3.5 Insurance

3.5.1 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. The Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.

3.5.2 Within 10 days of notice of selection as recommended offeror the, the Contractor shall provide a copy of the Contractor's current certificate of insurance and shall update such certificates from time to time, as directed by the State 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.

\$2,000,000 - General Aggregate Limit (other than products/completed operations)
\$2,000,000 - Products/completed operations aggregate limit
\$1,000,000 - Each Occurrence Limit

\$1,000,000 - Personal and Accidental Injury Limits

\$ 50,000 - Fire Damage Limit

\$ 5,000 - Medical Expense

3.5.3 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 within 10 days of notice of selection as recommended offeror. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than 45 days advance notice of any non-renewal, cancellation, or expiration. In the event the State receives a notice of non-renewal, the Contractor shall provide the State with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

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 Proposals

Volume I-Technical Proposal shall be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). An unbound original, so identified, and five copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word or MS Excel format and the Volume II- Financial Proposal in MS Excel format shall also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media is to be submitted on a CD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror and the volume number.

4.3 Submission

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. Each file 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.

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 any addenda. 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 Additional Required Technical Submissions

- A) Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)
- B) Completed Living Wage Affidavit (Attachment H—with original of Technical Proposal only).
- C) Certificate of Insurance

4.4.3 Format of Technical Proposal

Inside a sealed package described in Section 4.3, above, an unbound original, to be so labeled, three 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 sections in this order:

4.4.4 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: 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 be included.

4.4.5 Executive Summary

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary".

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.

4.4.6 Offeror Experience and Capabilities

Offerors shall include information on past experience with similar projects/services. Similar projects/services are contracts w/other state entities or large accounts with over 20 billing accounts. Offerors shall describe how their organization can meet the requirements 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:

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

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 The process for resolving service problems.

4.4.6.5 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:

- Name of client organization
- Name, title, telephone number, and email address of point of contact for client organization
- Value, type, duration, and services provided of contract(s) supporting client organization

DBM reserves the right to request additional references.

4.4.6.5 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:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the contract
- The term of the contract
- The State employee contact person (name, title, telephone number and e-mail address)
- 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 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) it proposes to provide the service, any current facilities that it operates at that location, and any required construction 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 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).

4.4.8 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 last two years (independently audited preferred).

4.4.9 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 3.5 of this solicitation.

4.4.10 Subcontractors

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

4.4.11 Economic Benefit Factors

Offerors shall submit with their proposals narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the contract term.

As applicable, for the full duration of the contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the procurement officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this contract:

1. generic statements that the State will benefit from the offeror's superior performance under the contract;
2. descriptions of the number of offeror employees located in Maryland other than those that will be performing work under this contract; or
3. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this contract.

Discussion of Maryland based employees or locations may be appropriate if the offeror makes some projection or guarantee of increased or retained presence based upon being awarded this contract.

Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments, if any, and provide a breakdown of expenditures in that category:

- The 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.
- The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels.
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- Subcontract dollars committed to Maryland small businesses and MBEs.
- Other benefits to the Maryland economy which the offeror promises will result from awarding the contract to the offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

4.4.12 Legal Action Summary – Describe:

1. Any outstanding legal actions or potential claims against the Offeror
2. Any settled or closed legal actions or claims against the Offeror over the past five years
3. Any judgments against the Offeror within the past five years, including the case name, number, court and final ruling or determination from the court.
4. The judge and court location in instances where litigation is ongoing and the Offeror has been directed by the court not to disclose information

4.5 Volume II - Financial Proposal

- 4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, so identified, five (5) paper copies and an electronic version in MS Excel of the Financial Proposal.
- 4.5.2 In order to assist Offerors in the preparation of their Financial Proposals a Price Form in Excel format has been prepared and is included as Attachment E_Financial Proposal.xls. Offerors must submit their Financial Proposal in accordance with the instructions as specified herein. The Financial Proposal must contain all price information in the format specified on the Financial Proposal Instructions & Forms (Price Form E1). The Financial Proposal must be submitted and completely filled in (no blanks or omissions) and signed by an individual who is authorized to commit the Offeror to the prices, services and requirements as stated in this RFP.
- 4.5.3 All Unit Prices listed in the Price Form E1 & E2 will be Fixed Unit prices. The State shall pay the Contractor no fees other than those specified on Price Forms E1& E2.

Some vendors may use Supplemental Revenue practices, such as short pay or administrative fees, to augment the direct payment revenue derived from the State. Supplemental Revenues represent an indirect expense to the State. The State requires that Supplemental Revenues be returned in full to the State. All offerors must assert in their financial proposals if they do or do not receive supplemental revenue.

Price Form E3 summarizes all proposed charges to the State by totaling the prices in E1 and E2. Price Form E3's total will constitute the offerors' financial proposal and will be combined with offerors' technical proposal to determine the offer that is most advantageous to the State.

- 4.5.4 The Financial Proposal shall contain all price information requested in the format specified in Price Form E3. Complete the Price Forms only as provided in this section and in the Price Proposal Instructions. Do not change or alter the Price Forms and do not enter anything on the Financial Proposal Forms that alters or proposes conditions or contingencies on the proposed prices or offer. Failure to comply may result in the rejection of your offer.

SECTION 5– EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and will be based on the criteria set forth below. The evaluation committee will review and provide input to the Procurement Officer. The State reserves the right to utilize the services of individuals outside of the established committee for technical advice, as deemed necessary.

5.2 Technical Criteria

The criteria to be applied to each Technical Proposal are listed below in descending order of importance:

- Adequacy of the Management Plan to provide the proposed services, to complete all deliverables required under this RFP, and the ability to complete all deliverables within the required timeframes
- Experience and qualifications of the Offeror, with specific emphasis on similar projects
- Experience and qualifications of the specific personnel to be assigned to the project, with specific emphasis on similar projects
- Economic Benefit to Maryland

5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest (best price) to the highest price, based on the “Five Year Total Estimated Price Proposed” as specified on the Financial Proposal Summary Form E3.

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. 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, price will be given greater weight than technical factors.

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 – 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 E – See data File Attachment E_Financial Proposal.xls

ATTACHMENT F – Non-Disclosure Form.

ATTACHMENT G – Living Wage Information.

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

ATTACHMENT I – Conflict of Interest

ATTACHMENT J – Maintenance and Repair Policies

ATTACHMENT K – Current Import File Format

ATTACHMENT L – Expense Codes

ATTACHMENT A – CONTRACT

TITLE

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 2010 by and between _____ and the STATE OF MARYLAND, acting through the DEPARTMENT OF BUDGET AND MANAGEMENT, DIVISION OF PROCUREMENT POLICY AND ADMINISTRATION.

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

1. Definitions

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

- 1.1 “Contract Manager” means xxxxxxxx of the Department.
- 1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.3 “Department” means the Maryland Department of Budget and Management.
- 1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.5 “Procurement Officer” means xxxxxxxx of the Department.
- 1.6 ”RFP” means the Request for Proposals for xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, Project 050Bxxxxxx, and any amendments thereto issued in writing by the State.
- 1.7 “State” means the State of Maryland.
- 1.8 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide all fleet services deliverables 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 Final Proposal
- Exhibit C – The Financial Final 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 five years of actual services delivery, plus a preliminary period of time to allow for services delivery preparation. Although it is anticipated that the delivery of actual services will commence on or about April 1, 2011, the Notice to Proceed will identify both the date when unpaid preliminary contract performance preparation activities may begin, and the date when the actual five year period of the delivery of services as specified in the RFP is to begin.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the unit prices specified on Exhibit C, Contractor's Financial Proposal.

4.2 Payments to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department 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 Contract Manager. 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. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer 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.

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. This provision shall survive termination of the Contract.

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. Liability

28.1 For breach of this Contract, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

A. For infringement of patents, copyrights, trademarks, service marks and/or trade secrets, as provided in Section 7 of this Contract;

B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;

C. For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount of the Contract value up to the date of settlement or final award of any such claim. Third party claims arising under Section 10, "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Prompt Payment

29.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the State at its option and in its discretion, may take one or more of the following actions:

29.1.1 Not process further payments to the Contractor until payment to the subcontractor is verified;

29.1.2 Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;

29.1.3 Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

29.1.4 Place a payment for an undisputed amount in an interest-bearing escrow account; or

29.1.5 Take other or further actions as appropriate to resolve the withheld payment.

29.2 An "undisputed amount" means an amount owed by the 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.

28.3 An act, failure to act, or decision of the Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and subcontractor under this policy directive, may not:

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

29.4 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.

29.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

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

29.5.2 This verification may include, as appropriate:

29.5.2.1 Inspecting any relevant records of the contractor;

29.5.2.2 Inspecting the jobsite; and

29.5.2.3 Interviewing subcontractors and workers.

29.5.2.4 Verification shall include a review of:

29.5.2.4.1 The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

29.5.2.4.2 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.

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

29.5.3.1 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.

29.5.4 If the Department determines that a Contractor is in material noncompliance with MBE contract provisions and the Contractor fails to take the corrective action that the Department requires, then the Department may:

29.5.4.1 Terminate the contract;

29.5.4.2 Refer the matter to the Office of the Attorney General for appropriate action; or

29.5.4.3 Initiate any other specific remedy identified by the contract, including the contractual remedies required by the contract.

Directive regarding the payment of undisputed amounts.

29.5.5 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.

30. Commercial Non-Discrimination

30.1 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.

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

30.3 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, 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.

31. 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.

32. Administrative

32.1 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.

32.2 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: Michael Howard
Maryland Department of Budget and Management
Division of Procurement Policy and Administration
45 Calvert Street, Room 142
Annapolis, Maryland 21401

Attention: _____

If to the Contractor: _____

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

_____(SEAL)
By:

By: T. Eloise Foster, Secretary

Date

Date

Witness/Attest

Witness

Approved for form and legal
sufficiency this ____ day _____, 2010.

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.

B-1. Certification Regarding Minority Business Enterprises.

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the

affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid 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 :_____(Authorized Representative and Affiant) _____

ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM

**Project No. 050B140025
MAINTENANCE AND REPAIR SERVICES FOR STATE-OWNED VEHICLES**

A Pre-Proposal Conference will be held at 10:00 AM, on October 15, 2010, at 45 Calvert Street, Room 164 A&B, Annapolis, MD 21401. Please return this form by October 13, 2010, 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 E – PRICE PROPOSAL

See data file: Attachment E_Financial Proposal.xls

ATTACHMENT F - NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (“Agreement”) is made this ____ day of _____, 200__, by and between the State of Maryland (hereinafter referred to as "the State"), acting by and through its Department of Budget & Management (hereinafter referred to as the “Department”), and _____, a corporation with its principal business offices located at _____ (hereinafter referred to as “Offeror”).

RECITALS

WHEREAS, Offeror intends to submit a proposal in response to RFP #050Bxxxxxxx for _____ (the “RFP”) for the _____; and

WHEREAS, in order for the Offeror to submit such a proposal, it will be necessary for the State to provide the Offeror with access to certain confidential information regarding the State’s proprietary network, including, by way of example only, its physical layout (collectively, the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the Offeror’s proposal to the RFP (hereinafter referred to as the “Proposal”), and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Recitals. The Recitals are not merely prefatory but are an integral part hereof.
2. Offeror’s qualifications. Offeror represents and warrants that:
 - A. It is qualified to do business in the State and that it will take such actions, from time to time hereafter, as may be necessary to remain so qualified during the period covered by this Agreement;
 - 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 period covered by this Agreement;
 - C. It is in compliance with all federal, State and local laws, regulations, and ordinances applicable to its business and it is not aware of any actual or threatened actions, claims, suits, orders, or other matters that would prevent or limit its ability to satisfactorily and fully perform its obligations under this Agreement or under any subsequent agreement that it may enter into with the State in connection with its Proposal; and
 - D. It is the correctly named and identified entity that intends to submit the Proposal and it is not controlling, controlled by, or under common control with the entity that intends to submit the Proposal. If the Proposal will be submitted by a joint venture or any other group of separate business entities, each entity comprising such group has been clearly identified in and has executed this Agreement.
3. Term of Agreement. The term of this Agreement shall commence on the date it is fully signed by both parties and shall continue thereafter until the earlier to occur of: (i) three (3) years following the return of the Confidential Information in accordance with Section 6 of this Agreement; (ii) receipt of written notice given by

the State to Offeror terminating this Agreement; or (iii) the date upon which the terms of this Agreement are expressly superseded by the confidentiality provisions of any subsequent agreement which the parties may enter into in connection with the Proposal. If all Confidential Information is not returned to the State in accordance with Section 6 of this Agreement, then this Agreement shall continue in full force and effect until such time as all Confidential Information is returned to the State and the State acknowledges its receipt in writing.

4. What constitutes “Confidential Information”. Confidential Information means any and all information provided by or made available by the State to Offeror in connection with the Proposal, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that Offeror views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State for Offeror to prepare and submit its Proposal.

5. Use of Confidential Information. In consideration of the State’s allowing Offeror access to the Confidential Information:

A. Offeror hereby agrees to hold the Confidential Information in trust and in strictest confidence, and to take all measures necessary to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

B. Offeror shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of preparing its Proposal. Offeror shall limit access to Confidential Information to its employees and agents (“Offeror’s Personnel”) who have a demonstrable need to know such Confidential Information in order to prepare the Proposal and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of Offeror’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute and date Exhibit A next to their name and by doing so agrees to be subject to the terms and conditions of this Agreement to the same extent as Offeror. If Offeror intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the preparation of the Proposal or who will otherwise have a role in performing any aspect of the Proposal, Offeror shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent as it may deem appropriate in its sole and absolute subjective discretion.

6. Return of Confidential Information. Offeror shall return all Confidential Information to the Department within five (5) business days of the State’s acceptance of Offeror’s Proposal. If Offeror does not submit a Proposal, Offeror shall return the Confidential Information to the Department within 30 days of receiving the material. All Confidential Information returned to the State shall be accompanied by the Certification that is attached hereto and made a part hereof as Exhibit B and shall be signed by an officer of Offeror authorized to bind the Offeror.

7. Liability for Confidential Information. Offeror acknowledges that any failure by Offeror or Offeror’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, Offeror and each of Offeror’s Personnel agree that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Offeror and each of Offeror’s Personnel consent to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from Offeror

and/or each of Offeror's Personnel, as applicable, for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by Offeror or any of Offeror's Personnel to comply with the requirements of this Agreement, Offeror and such Offeror's Personnel shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

8. Unauthorized Use. Offeror shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of Confidential Information by any of Offeror's Personnel or Offeror's former Personnel. Offeror shall, at Offeror's expense, cooperate with the State in seeking injunctive or other equitable relief against any such person.

9. Governing law. This Agreement shall be governed by the laws of the State of Maryland.

10. False and fraudulent statements. Offeror acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. Offeror further acknowledges that this Agreement is a statement made in connection with a procurement contract.

11. Signing authority for Offeror. The individual signing below on behalf of Offeror warrants and represents that s/he is fully authorized to bind Offeror to the terms and conditions specified in this Agreement. The individual signing below acknowledges that a breach of this warranty and representation may result in personal liability.

12. Other obligations. The parties further agree that, unless otherwise agreed in writing: (a) this Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by a written instrument signed by both parties; (b) the State may waive any rights under this Agreement only by written waiver duly signed by the State, and no failure by the State to exercise or delay in exercising a right under this Agreement shall constitute a waiver of such right; (c) the rights and obligations of Offeror may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State; (d) the State makes no representations or warranties as to the accuracy or completeness of any Confidential Information; (e) the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement; (f) all notices under this Agreement must be in writing and shall be deemed to have been delivered to and received by a party, and will otherwise become effective, on the date of actual delivery thereof (by personal delivery, express delivery service or certified mail) to the Notice Address of such party set forth below; and (g) signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures.

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

If to the State: Department of Budget and Management
Division of Procurement Policy and Administration
45 Calvert Street, Room 142
Annapolis, Maryland 21401
Attention: Michael Howard

If to the Offeror: _____

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

STATE OF MARYLAND

OFFEROR

By: DEPARTMENT OF BUDGET &
MANAGEMENT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment G – Living Wage Requirements for Service Contracts

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 will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (A) services with a Public Service Company;
 - (B) services with a nonprofit organization;
 - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) services between a Unit and a County or Baltimore City.
- 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-H Affidavit, Maryland Living Wage Requirement

Maryland Living Wage Requirements-Service Contracts

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

Living Wage Affidavit of Agreement (Continued)

Maryland Living Wage Requirements-Service Contracts

- 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

Submit This Affidavit with Bid/Proposal

ATTACHMENT I – Conflict Of Interest Affidavit And Disclosure

Reference COMAR 21.05.08.08

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes an Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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)

SUBMIT THIS AFFIDAVIT WITH THE TECHNICAL RESPONSE



ATTACHMENT J - MAINTENANCE AND REPAIR POLICIES

Agencies are to properly maintain all State vehicles in accordance with COMAR 21.02.03.03. Agencies are to be guided by oil change, lubrication and maintenance recommendations of the manufacturer. All vehicle warranties are to be utilized. Agencies without in-house maintenance capabilities shall use vendors approved by the Fleet Service Contractor to address their maintenance and repair needs.

13.1 DRIVERS RESPONSIBILITIES

Authorized drivers who are assigned a vehicle share responsibility for assuring that their assigned vehicle is properly maintained. Agency fleet managers shall discuss the maintenance requirements, procedures, and the driver's specific responsibilities for maintenance with authorized drivers assigned a vehicle.

Authorized drivers of pool vehicles are responsible for reporting observed mechanical problems to the Agency fleet manager.

13.2 USE OF NATIONAL FLEET SERVICE AGREEMENT

Agencies shall use the existing National Fleet Service Agreement for maintenance and repair of all sedans, light trucks and vans with the exception of:

- Agencies having in-house maintenance and repair capabilities.
- Emergency conditions when the vehicle cannot be safely driven or towed to a National Service vendor.
- Agencies exempted in writing by DBM.

Unless the Agency is exempt from use of the National Fleet Service Agreement, the Agency shall enroll its sedans and LTV's with the National Fleet Service contractor per the established procedures.

13.3 NETWORK, PRICING AND REPAIR APPROVALS

Maintenance and repair services are available through a network of authorized facilities, dealerships, and national fleet service providers throughout the State. A current listing of participating vendors is available by logging onto WebFleetmaster.

Although some national fleet service providers offer standardized pricing, agencies are encouraged to comparison shop among network providers when time allows. Occasionally, prices may vary as a result of specials or sales offered by the various network participants, and it is always in the best interest of the State to obtain the most competitive prices.

Agency fleet managers may approve all repair items below \$100 and over \$1000. Repairs over \$100 up to \$1000 will be approved by the National Fleet Services contractor specialists.

Repairs, which are estimated to exceed twenty percent (20%) of the current market value of the motor vehicle, may not be made unless approved in writing by the State Fleet Administrator.

13.4 ACCOUNT CARDS AND INFORMATION

Upon completion of the Agency vehicle enrollment process, the contractor will issue Maintenance Service Coupons and service cards to Agencies for each vehicle enrolled. The Maintenance Service Coupons allow authorized Agency drivers to obtain maintenance, repairs and emergency road services at approved network vendors. Agencies shall not authorize drivers to utilize Maintenance Service Cards for any other services or use.

The Agency is responsible for the control, use, misuse, theft or loss of the Maintenance Service Cards and coupons. Written procedures shall be developed and implemented by the Agency prior to distribution of the Maintenance Service Cards and coupons to drivers. Procedures shall provide for:

1. Obtaining a signed statement from each driver indicating an understanding of proper Maintenance Service Card usage and acknowledging that the driver will be held accountable for proper use of the card including the immediate reporting of loss, theft or known unauthorized use of the card to the Agency fleet master or other appropriate position as designated by the Agency.
2. Maintaining a record keeping system identifying the vehicle to which the card or coupon is assigned, the name of the driver in possession of each service card by number, the date the card was issued and the date the card was returned.

In the event that a Maintenance Service Card or coupon is lost, stolen or being used without authorization, the Agency shall immediately notify the contractor in writing and the Agency's responsibility will cease following the contractor's receipt of the written notification. The Agency will use its best efforts to recover Maintenance Service Cards or coupons that are lost, stolen, or being used without authorization.

13.5 BILLING

The National Fleet Service contractor will compile and forward the invoices and billing statements to each Agency for payment. The Agency is responsible for reviewing, approving and paying invoices for services provided through the National Fleet Service contract. The Agency will normally deal directly with the National Fleet Service contractor's account representative to resolve any billing discrepancies, improper charges or service problems that may occur. The DBM Fleet Administration Unit may be contacted if unsuccessful problem resolution continues to occur with the National Fleet Service contractor.

ATTACHMENT K - Current Import File Format

Field	Length	Start	End	Format	Description
	1	1	1	Space	Constant Space
Tag	7	2	8	CHAR	Left or Right Justified
	5	9	13	Spaces	Constant Space
Vin	17	14	30	CHAR	Vehicle Serial Number
	1	31	31	Space	Constant Space
Purchase Date	8	32	39	YYYYMMDD	Date of transaction
	1	40	40	Space	Constant Space
Odometer	7	41	47	CHAR	vehicle current odometer or odometer at time of service
	1	48	48	Space	Constant Space
Expense Code	5	49	53	CHAR	See Expense Table
	1	54	54		
Code	2	55	56	CHAR	first two digits of ATA Code
	1	57	57		
Description	34	58	91	CHAR	
Qty	5	92	96	NUMERIC	quantity of Purchase order line item constant '00001'
	7	97	103	Spaces	Constant Space
Amount	8	104	111	NUMERIC	total dollar figure for invoice or line item
	1	112	112	Space	Constant Space
Supplier	31	113	143	CHAR	vendors name
Serial Number	5	144	148	CHAR	Constant "11111"
	1	149	149	Space	Constant Space
Invoice	10	150	159	CHAR	Vendor Invoice Number
	5	160	164	Spaces	Constant Space
Reference Number	10	165	174	CHAR	Vendor Invoice Number

ATTACHMENT L - EXPENSE CODE

FAU Service Codes	Current Vendor Service Codes
BATT	32 Cranking System
BRAKE	13 Brakes
COOL	42 Cooling System
ELECT	03 Instrument, Gauges, Meters 31 Charging System 34 Electrical & Lighting 52 Electrical Accessories
ENGIN	33 Engine Performance 41 Air Intake 45 Engine
EXHST	43 Exhaust
FUELS	44 Fuel System
GLASS	04 Glass
O	88,99 Lube, Oil, Filter
SUSPN	06 Shocks 11 Front Axle 15 Steering 16 Suspension 17 Wheels, Rims, Hubs, Bearings 18 Seals
TIRE	47 Tire Products
TIRES	17 Tires
TRANS	20 Front Wheel Drive 21 4 X 4 Front Drive Axle 22 Differential 23 Clutch 24 Drive Shaft 26 Manual Transmission 27 Auto Transmission 75 Transfer Case
R	02 Wipers, Handles, Body Misc. 10 Engine Belts 53 Expendable Items 54 Horn 56 Accessories
LABOR/MISC	66 Miscellaneous
TUNE	96,97,98 Preventive Maintenance
AIR	01 HVAC
OTHER	00,70,77 Other

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