

**Request for Proposals**  
**WebFleetMaster (WFM) Support**  
**PROJECT NO. F10B8200018**



**DEPARTMENT OF**  
**BUDGET & MANAGEMENT**

**Fleet Administration Unit**

**Issue Date: June 18, 2008**

Minority Business Enterprises are encouraged to respond to this Request for Proposals.

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.

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 submit a proposal on this contract, please e-mail (jepstein@dbm.state.md.us) or fax (410-974-3274) this completed form to the attention of Joy Epstein.

Title:           WebFleetMaster (WFM) Support  
Project No:     F10B8200018

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:

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

Vendor Name: \_\_\_\_\_ Date \_\_\_\_\_

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

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

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Request for Proposals**

**WebFleetMaster (WFM) Support**

**PROJECT NUMBER: F10B8200018**

- RFP Issue Date:** June 18, 2008
- RFP Issuing Office:** Department of Budget and Management  
Division of Policy Analysis  
Fleet Administration Unit
- Procurement Officer:** Joy Epstein  
Office Phone: (410) 260-7570  
Fax: (410) 974-3274  
e-mail: jepstein@dbm.state.md.us
- Procurement Method:** Competitive Sealed Proposals (COMAR 21.05.03)
- Contract Term:** On or about November 1, 2008 through October 31, 2013
- Pre-Proposal Conference:** July 10, 2008 @ 1:00 PM (Local Time)  
Department of Budget and Management  
45 Calvert Street – Conference Room #164A&B  
Annapolis, MD 21401  
For Directions, see Attachment E
- Proposals are to be sent to:** Department of Budget and Management  
Procurement Unit-Room #143  
45 Calvert Street  
Annapolis, MD 21401  
Attention: Joy Epstein
- Closing Date and Time:** August 13, 2008 @ 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 State of Maryland has a fleet of approximately 10,250 motor vehicles that includes automobiles, light trucks, vans and motorcycles within the Executive Branch. The Department of Budget and Management's (DBM) Fleet Administration Unit (FAU) is responsible for the administration and management of State motor vehicles.
- 1.1.2 The Department intends to make a single award as a result of this solicitation.
- 1.1.3 The Contract will be for a five year term extending through October 31, 2013.
- 1.1.4 The goals and objectives of this project are to:
  - Obtain the services to provide on-going software maintenance support to the State-owned software application WebFleet Master (WFM).
  - Obtain the services to provide WebFleet Master software applications enhancements.

### **1.2 Non-exclusive Use**

It is DBM's intention to obtain the products and services described in this RFP under the resulting Contract. However, the Contract will not require DBM to use the Contract exclusively. The State makes no guarantee that it will purchase any products or services under the resulting Contract.

### 1.3 Abbreviations and Definitions

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

ARI	A current State contractor that provides fleet maintenance and repair.
CFS	Central Field System: A company that is currently a fuel provider to the State of Maryland
COMAR	Code of Maryland Regulations (available at <a href="http://www.dsd.state.md.us">www.dsd.state.md.us</a> )
DTS	Microsoft SQL Server: Data Transformation Services
FAU	Fleet Administration Unit of the Department of Budget and Management
GUI	Graphical User Interface
IT	Information Technology
MSP	Department of Maryland State Police
MBE	Minority Business Enterprise certified by the Maryland Department of Transportation
MDOT/SHA	Maryland Department of Transportation/State Highway Administration
NTE	Not to Exceed
RAS	Remote Access System
RFP	This Request for Proposals, including any amendments
SHA	State Highway Administration
SwGI	Statewide Government Intranet

- a. Contract – The Contract entered into between DBM and the selected Offeror responding to this RFP. The Contract will include all general State terms and conditions, and will incorporate the entire RFP, including any addenda, and all or indicated portions of the selected Offeror’s proposal. A sample contract is included as Attachment A to this RFP.
- b. Contract Manager (CM) – DBM’s designated person as the single point-of-contact with the authority and knowledge to issue work orders and to resolve all matters in connection with the project on behalf of the DBM. See Section 1.7 for the designated State Contract Manager.

- c. Contractor – The Offeror selected to receive the Contract award under the procedures contained in this RFP.
- d. Contractor’s Contract Administrator (CCA) – The person designated as the single point-of-contact in the Offeror’s Proposal, with the authority and knowledge to respond to work orders and to resolve all matters in connection with the project on behalf of the Contractor.
- e. Enhancement – A change to the baseline software system requested in writing by the CM, which may result in an additional, negotiated cost based on the labor hour rate.
- f. Fixed Hourly Labor Rate – Fully loaded hourly rate established in the Contract. This is the maximum rate the Contractor may bill the DBM for any work authorized by the CM.
- g. Fully Loaded – The Fixed Hourly Labor Rate that includes all profit, and any direct and indirect costs of the Contractor. The indirect costs shall include among other things, all costs that would normally be considered general and administrative costs and/or routine travel costs, or which in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs.
- h. Labor Hours – The hours of work of the Contractor’s personnel either estimated or actually billed, by the Contractor, up to a specified price ceiling, as authorized by the CM.
- i. Labor Hours Not-to-Exceed Ceiling - The maximum amount of Contractor hours for services performed based on labor hours billed at the specific hourly rate, up to a specified hours ceiling. The Contractor will be required to provide time records and/or other documentation that substantiates all hours billed and that have actually been expended by its or employees, or those of subcontractors, totally and productively, in the compliance a NTP. The fixed hourly labor rate will be the payment made to the Contractor for any work authorized by the CM.
- j. Local Time – Time in the Eastern Time Zone as observed by the State.
- k. Notice To Proceed (NTP) – A formal notification issued by the CM that: (1) directs the Contractor to perform work, and (2) as of a date contained in the NTP, to begin performance of the work.
- l. Not-to-Exceed Ceiling - A dollar amount listed in the NTP that may not be exceeded by the Contractor. Prior to the Contractor’s total payments for a specific NTP reaches this NTE ceiling, the Contractor shall notify CM and the Procurement Officer. At the direction of the Procurement Officer, the Contractor shall stop performing services for which it would seek payment beyond the NTE Ceiling, until the Procurement Officer authorizes an increase to allow the continuation of services.



- m. Offeror – An entity that submits a Proposal in response to this RFP.
- n. Procurement Officer – The DBM representative responsible for this RFP, and is the only State representative that can authorize changes to the contract. See Section 1.6 for the designated State Procurement Officer.
- o. Proposal - The technical and financial response provide by Offerors in response to this RFP.
- p. Repair – A change made to the application software, generally to correct a problem reported by a user to the State CM.
- q. State – The State of Maryland.
- r. State Business Hours – 8:00 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays.

#### **1.4 Contract Type**

The Contract that results from this RFP will be an Indefinite Quantity-Fixed Unit Price (Labor Rate) contract as defined in COMAR 21.06.03.05 and .06, subject to a contract NTE ceiling amount that shall not be exceeded without the necessary Contract modification. All resulting work shall be provided via NTP orders, issued by the CM, and will be generally provided on a labor hour basis. Work will be defined by and approved by the CM. The Contractor shall not proceed with any work until after the CM has issued a NTP.

#### **1.5 Contract Duration**

The base term of the Contract shall be from the date of execution of the contract by the DBM and continue until October 31, 2013.

#### **1.6 Procurement Officer**

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

Joy Epstein, Procurement Officer  
Department of Budget and Management  
Division of Policy Analysis, Procurement Unit  
45 Calvert Street, Room 143  
Annapolis, Maryland 21401  
Telephone #: 410-260-7570  
Fax #: 410-974-3274  
E-mail: [jepstein@dbm.state.md.us](mailto:jepstein@dbm.state.md.us)

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

### **1.7 Contract Manager (CM)**

The DBM CM, who is the single point of contact after contract award:

Larry Williams  
State Fleet and Travel Program Administrator  
Department of Budget and Management  
State Fleet and Travel Management Program  
45 Calvert Street, Room 128  
Annapolis, MD 21401  
Telephone: 410.260.2195  
FAX: 410.974.5045  
Email Address: [larryw@dbm.state.md.us](mailto:larryw@dbm.state.md.us)

DBM may change the CM at any time by written notice to the Contractor.

### **1.8 Pre-Proposal Conference**

A Pre-Proposal Conference will be held on **July 10, 2008**, beginning at 1:00 PM Local Time, at 45 Calvert Street, Conference Room 164 A&B, Annapolis, MD 21401. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding of RFP requirements.

As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed, free of charge, 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, it is requested that by 4:00 PM, July 7, 2008, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call the Procurement Officer at (410) 260-7570 with such notice. The Pre-Proposal Conference Response Form and Directions are 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, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

### **1.9 "e-Maryland Marketplace"**

"e-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (<http://www.dbm.maryland.gov>), and other means for transmitting the RFP and associated materials, the RFP, minutes of the Conference, Offeror questions and DBM

responses, addenda, and other solicitation-related information will be provided via e-Maryland Marketplace, free of charge.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

### **1.10 Minority Business Enterprises**

Minority Business Enterprises (MBEs) are encouraged to respond to this solicitation. MBEs are encouraged to obtain certification specific to the scope of work in this proposal from the Maryland Department of Transportation. Offerors attempting to classify themselves as minority contractors within the meaning of State procurement laws and regulations shall not be so viewed until and unless they are certified as such by the Maryland Department of Transportation. All questions related to certification must be directed to:

Office of Minority Business Enterprise  
7201 Corporate Center Drive  
P.O. Box 548  
Hanover, MD 21076  
Telephone: 410-865-1269 or 1-800-544-6056  
Email: [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us)  
Website: [www.marylandtransportation.com](http://www.marylandtransportation.com)

Offerors shall include their MBE certification number with their technical response. If the successful Offeror is a certified minority contractor, the certification number must appear on invoices.

### **1.11 Questions**

The Procurement Officer, prior to the Pre-Proposal Conference, will accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions may be submitted by mail, by facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer, based on the availability of time to research and communicate an answer, will decide whether an answer can be given before the proposal due date. 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 prospective vendors who are known to have received a copy of this RFP.

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

An unbound original and three (3) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, **no later than 2:00 PM (Local Time) on August 13, 2008**, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original Technical Proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the Date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10 and 21.05.03.02, proposals received by the Procurement Officer after the due date, August 13, 2008, at 2:00 PM (Local Time) will not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

### **1.13 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.

### **1.14 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. 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 Proposal in the transmittal letter accompanying the Technical Proposal. 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.

### **1.15 Cancellations; Discussions**

DBM 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. This may be

followed by submission of Offeror-revised proposals and a BAFO. 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.

### **1.16 Oral Presentation**

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to 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 Offeror's of the time and place of oral presentations. Typically oral presentations occur approximately two (2) weeks after the proposal due date. Offerors should plan accordingly.

Typically, oral presentations will follow a specified format and generally be limited to one (1) hour of presentation time, followed by one (1) hour of questions and discussion. The Procurement Officer will issue a letter with details and instructions prior to the presentations.

The presentation may include but not be limited to the following items in the Offeror's technical proposal.

- Description of how the Offeror plans to meet the identified requirements in the RFP
- Experience and capabilities
- Description of the organization
- Description of how the Offeror plans to meet RFP reporting requirements per section 2.11.
- Description of references and the scope of services to other clients by each reference.

### **1.17 Incurred Expenses**

DBM 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 RFP.

### **1.18 Economy of Preparation**

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

### **1.19 Protests/Disputes**

Any protest or dispute related to this RFP or the resulting Contract will be subject to COMAR 21.10 (Administrative and Civil Remedies).

## **1.20 Multiple or Alternate Proposals**

Multiple or alternate proposals will not be accepted.

## **1.21 Access to Public Records Act Notice**

An Offeror should give specific attention to the clear identification of those portions of the 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.

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 may be disclosed. (See COMAR 21.05.08.01)

## **1.22 Offeror Responsibilities**

The selected Offeror will be responsible for all products and services required by this RFP. Subcontractors must be identified, and a complete description of their roles relative to the Proposal must be included in the Proposal. The selected Offeror retains responsibility for all work performed by and any deliverable submitted by a subcontractor. If an Offeror that seeks to perform or provide the services required by this RFP is the 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.

## **1.23 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, the Offeror, if selected for award, is deemed to have accepted the terms of this RFP and the Contract, included 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.

## **1.24 Proposal Affidavit**

A completed Bid/Proposal Affidavit must accompany the Proposal. A copy of this Affidavit is included as Attachment B of this RFP.

## **1.25 Contract Affidavit**

All Offerors are advised that if a contract is awarded as a result of this RFP, 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 5 business days after notification of proposed contract award.

### **1.26 Arrearages**

By submitting a response to this RFP, an Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it will not become so in arrears during the term of the Contract if selected for contract award.

### **1.27 Procurement Method**

The Contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

### **1.28 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. Failure to complete registration with the Department of Assessments and Taxation may disqualify an Offeror from final consideration and recommendation for contract award.

### **1.29 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:

In connection with a procurement contract, a person may not willfully:

1. Falsify, conceal, or suppress a material fact by any scheme or device;
2. Make a false or fraudulent statement or representation of a material fact; or
3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

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.

### **1.30 Non-Visual Access**

The Contractor shall ensure compliance in any applicable support to the State of Maryland IT Non-Visual Access Standards. The standards should be incorporated to the fullest extent possible for Information Technology. These standards/policies may be

revised from time to time and the Contractor shall comply with all such revisions. The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations. See COMAR (17.06.02.01-12) for the official regulation. Information may be found on the DBM web site at [dbm.maryland.gov](http://dbm.maryland.gov), search “non visual accessibility”.

### **1.31 Electronic Funds Transfer**

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror must register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the 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/GAD X-10 form is Attachment F or it can be downloaded at:

[http://compnet.comp.state.md.us/General\\_Accounting\\_Division/Static\\_Files/gadx-10.pdf](http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/gadx-10.pdf).

### **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 documentation, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value is performed in the Tier 2 Area, an offeror shall pay each covered employee at least \$8.50 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. 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. If 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 has been deemed to be a Tier 1 Contract.**



## **SECTION 2 – SCOPE OF WORK**

### **2.1 Purpose**

DBM is seeking a Contractor to support the State's web-based fleet management information system addressed herein as the WebFleetMaster (WFM) system. The WFM is a tool by which DBM monitors the use of motor vehicles by Executive Branch Agencies of State Government, as mandated by the State Finance and Procurement Article 3-503. The scope of work for this Contract includes maintenance based on established service levels and additional application development services on an as-needed basis.

All work will be performed as required on a time (labor only) basis in accordance with the RFP's Scope of Work, the Contractor's proposed response, and the Contract. The Contractor will provide ongoing services to support the WFM through a work order process issued by the CM.

### **2.2 Background**

The State has a fleet of approximately 10,250 motor vehicles that includes automobiles, light trucks, vans and motorcycles within the Executive Branch. Approximately 9,100 of these vehicles are currently included in the WFM system. The University System of Maryland is exempt from DBM oversight and the provisioning of any information or data related to the university's fleet. DBM's authority for fleet policy and reporting includes fleet oversight of sixteen principal Departments and more than thirty independent agencies. DBM's largest owners of State vehicles are the Maryland Department of Transportation (2,012) and the Department of State Police (1,750).

DBM's Fleet Administration Unit (FAU) is responsible for the administration and management of State motor vehicles. DBM functions in a management oversight capacity, while State Executive Branch agencies own and operate their vehicles within the parameters set forth under DBM policy guidance. The Department of General Services (DGS) uses purchasing standards and specifications, developed by DBM and approved by the Board of Public Works, to negotiate statewide contracts by vehicle type. These statewide contracts are then used by agencies to purchase vehicles. The State uses a list of standard vehicles to maximize purchasing power.

Initially the WFM was made up of modules located in various State agencies but is now centrally located at DBM headquarters at 45 Calvert Street, Annapolis, Maryland. The WFM is used by DBM and other State agencies to manage and control vehicle usage. Agencies manually input data into the WFM concerning vehicle inventory, utilization, assignment, expenses, commute usage and the reimbursement of employees for use of private vehicles on official business. Agencies receive this data from several sources: driver logs, invoices/bills, and internal accounting systems (i.e. commute and private mileage reimbursement data). Most gasoline/oil and maintenance/repair expenses are

imported from ASCII files e-mailed by State Contractors on a monthly basis, such as CFS (automated bulk gasoline/oil system), and ARI (maintenance/repair). Agencies manually input gasoline/oil or maintenance/repair purchases made outside these two systems. Two exceptions are the State Highway Administration (SHA) and the Maryland State Police (MSP) that maintain their own in-house facilities. Data is translated via a mapping program by SHA and imported into the WFM database.

Data for ARI, CFS, and SHA is imported in-house at DBM. The FAU staff receives text files that are then uploaded and processed (by underlying Data Transformation Services (DTS) packages) through interfaces to the system.

## **2.3 Operating Environment**

- 2.3.1 The WFM system is comprised of a web based system with an 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 and SQL DTS packages.
- 2.3.2 Users access the WFM System from their client workstations via DBM's internal network or the Statewide Government Intranet (known as SwGI) using standard HTTP communications through a Web browser. Access to the DBM network is administered by the DBM Enterprise Infrastructure Support group. Currently there are approximately one hundred twenty-five (125) users classified in two categories: administrative and non-administrative users.
- 2.3.3 Interfaces exist so that data or information is collected currently from four external sources: ARI, CFS, SHA, and MSP. Agency users can log into the WFM and generate their own reports or view the data.
- 2.3.4 Documentation is available for on-site review at the office of the Procurement Officer. Please contact the Procurement Officer to make arrangements. See section 1.6 for contact information.

The documentation available is for the following areas:

- WFM System Operating Environment
- WFM Database Report/Tables and Columns
- WFM System External Interfaces
- WFM 4.0 Capabilities
- WFM System Disaster Recovery Plan
- State of Maryland IT Security Policy and Standards (Available on the [www.dbm.maryland.gov](http://www.dbm.maryland.gov) website under Contractor and IT policies.)

## 2.4 Services to be Performed

2.4.1 The Contractor shall:

2.4.1.1 Provide support and maintenance through the work order process defined in section 2.5 for the following software requirements: Hardware Maintenance is not the responsibility of the Contractor.

- a. WFM System Operating Environment
- b. WFM Database Report/Tables And Columns
- c. WFM System External Interfaces
- d. WFM 4.0 Capabilities

2.4.1.2 Provide service level call support to include phone and on-site assistance for the WebFleetMaster System. This support will be used on an as needed basis and paid based on hours consumed. The Contractor shall provide support maintenance activities including the following:

- Diagnosis and resolution of unavailable services;
- System backup restoration, including disaster recovery;
- Database support;
- Performance monitoring and log file analysis; and
- Update all system documentation as required.

2.4.1.3 Provide System and Database Maintenance as follows:

a. System Maintenance

- 1) Evaluate and install, as needed, new software, upgrades, and/or patches related to operating system, support software, and utilities; update and perform test procedures ensuring sound operation of the system;
- 2) Evaluate and establish routine maintenance on the server, including disk defragmentation and other procedures to obtain fully automated system maintenance;
- 3) Establish and perform system benchmarks which report system performance; make recommendations for performance improvement and implement as necessary; manually monitor as need; and
- 4) Evaluate and implement Web-site traffic analysis to provide automated access to web-site traffic reports and analysis.

b. Database Maintenance

- 1) Evaluate and install, as needed, new software, upgrades, and/or patches related to the system data; update and perform test procedures ensuring sound operation of the system;

- 2) Perform database maintenance activities, including archiving, purging, compressing, and organization. Make recommendations for changes or additions to these procedures and implement as necessary to obtain fully automated database maintenance; manually monitor as needed; and
- 3) Establish and perform Database benchmarks which report database performance; make recommendations for performance optimization and implement as necessary.

2.4.2 Service Levels

2.4.2.1 The Contractor shall resolve problems reported by the CM in the following designated priorities and timeframes as specified below. Exceptions to these timeframes must be approved by the CM. The Contractor shall provide an expected completion date for all the repairs at the time of the request for an extension of time to complete work order.

2.4.2.2 The CM will notify the Contractor of problems by telephone, e-mail, Internet connection, in person or in writing. The State reserves the right to alter the designation of urgency up or down as the need arises, and in such a case, the Contractor will be notified appropriately by the CM. If the designation is altered by the State, the response timeframe applicable to the altered designation applies. Elapsed time will be calculated beginning with the time of the revised notification

Priority Level	Condition	Outage Conditions	Response Time
Priority 1	Critical Problem	A service, access, functionality is unavailable and no readily available alternative solution or workaround exists	Response and diligent work towards resolution within 30 minutes (24 X 7 X 365). The contractor shall implement the procedures for Disaster Recovery in accordance with the direction of the State's CM.
Priority 2	Severe Problem	A service, access, functionality is unavailable but a readily available alternative solution or workaround does exist	Response and diligent work towards resolution within 1 hour (24 X 7)
Priority 3 and 4	Isolated Problem/Degraded performance/Change Management	Limited to a few users, degraded application functionality, change management	Response and diligent work towards resolution within 2 hours (Monday through Friday, excluding State of

			Maryland holidays)
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## 2.5 Work Order Process

2.5.1 The Contractor and the CM will perform the work via the following work order process:

- a. The CM will e-mail a Work Order to the Contractor to provide services. The request will include at a minimum:
  - The due date and time for submitting a response;
  - Technical requirements-description of the services needed;
  - Performance objectives and/or deliverables, as may be applicable;
  - Testing, Acceptance, Performance and Warranty Periods;
  - Specific information to be provided by Contractors, such as:
    - A proposed work plan for the required services;
    - The maximum time needed to complete the services required;
    - Any required place(s) where work must be performed;
    - State furnished information and/or access to equipment, facilities, or personnel;
  - Billing Instructions, such as:
    - Whether payment will only be made upon completion of the work, or whether the Contractor may bill for intermediate completion stages or on a periodic level of effort basis;
    - The person to who invoices and supporting documentation are to be sent; and
    - Documentation required for employee time.
  - Requirements for meetings and reports;
  
- b. The Contractor shall e-mail a response to the CM within the specified time which shall include, at a minimum:
  - A response to the description of the service which details the Contractor's understanding of the work;
  - A narrative description of the proposed work plan, including time schedules to accomplish the requisite task. This description shall include a schedule of resources and related tasks, including an explanation of how these tasks will be completed and, if required, a GANTT chart;
  - Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or Phase can commence;
  - The personnel resources, including those of any subcontractors, the State resources, and estimated hours to complete the task.

- c. The CM will review the response and will either, approve the work and provide a NTP or contact the Contractor to obtain additional information, clarification or revision to the work. If satisfied, the CM will then issue the NTP.
- d. The Contractor shall provide documentation of time of employees, or sub-contractors for each work order. The documentation shall be either certified employee time sheets or electronic time keeping records certified by the (CCA) to be the actual time worked by the employees, or its subcontractors in the performance of the work associated with the NTP.

2.5.2 Ensure that the operating environment software platforms, and all database structure and software, and any interface structures remain compatible with existing DBM conditions and infrastructure, unless requested otherwise by the State.

## **2.6 State Furnished Information**

2.6.1 The CM will provide the Contractor with the following information for use in the Contractor's performance under this Contract. The State expects that the following items will be provided to the Contractor no later than the initial kickoff meeting after contract award:

- a. System documentation, including State Vehicle Fleet Policies and Procedures and the WebFleetMaster Users Manual;
- b. As applicable and available: Program source code, object code, program listings, JCL sets, design documentation, data file descriptors;
- c. Copy of the current database in electronic format;
- d. WebFleetMaster Database Reports as requested;
- e. Interface information and copies of file formats for the interfaces;
- f. Any updates to the State policies and regulations that affect this contract.

## **2.7 Software Ownership**

2.7.1 All WFM System hardware and software is wholly owned by the State. Work produced as a result of this solicitation is and shall remain the sole property of the State. The Contractor agrees that all documents, equipment, and materials, including but not limited to, reports, drawings, studies, specifications, estimates, texts, computer software including software documentation and related materials, maps, photographs, designs, graphics, mechanicals, art work, computations and data prepared by or for, or purchased by or for, the Contractor because of this Contract shall, at any time during the term of the Contract, be available to the State and shall become and remain the exclusive property of the State during and upon termination or completion of the services required to be performed under this contract. The State shall have the right to use same without restriction and without additional compensation to the Contractor other than that specifically provided for in the contract.

2.7.2 The Contractor shall ensure that at all times during the term of the contract and thereafter, the works created and services performed shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this contract are not works for hire for the State, the Contractor shall transfer and assign to the State all of its rights, title and interest (including all intellectual property rights) to all such products created

under the contract, and will cooperate reasonably with DBM in effectuating and registering any necessary assignments. The Contractor shall not affix any restrictive markings upon any data and, if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such markings.

## **2.8 End-of-Contract Transition**

2.8.1 Near the end of the contract, at a time specified by the CM, the Contractor shall support end-of-contract transition efforts with technical and project support, including but not limited to:

- a. A report of any outstanding deliverables;
- b. The completion of all services and/or deliverables;
- c. Providing to the State all source code, object code, design and architecture documentation, and all data files;
- d. Updates of all documentation, including any and all modifications to the system. Documentation shall be written in plain English and be provided by hardcopy and at least one electronic copy on CD in MS Word format; and
- e. Ensure that all required support, training, and transition information to State staff, or State agent for any modifications has been completed.

## **2.9 Monthly Status Report and Meeting**

2.9.1 The Contractor shall provide a status report each month. The report shall describe at a summary level the activities and accomplishments of the Contractor for the prior month, the planned activities and accomplishments for the current month, and any issues that require the attention of CM. The Contractor shall submit the status reports to the CM on or before the fifteenth day of the month following the reporting period. The report may be submitted electronically and in any format specified by the CM. The report shall contain, as a minimum, the following information:

- a. Work accomplished during the reporting period;
- b. Deliverable progress;
- c. Problem areas;
- d. Planned, anticipated or recommended activities for the next reporting period; and
- e. An accounting report of expenditures for the current reporting period and a cumulative summary of the totals for both the current and all previous reporting periods.

2.9.2 A meeting with the DBM CM may be held each month, at a time and place noted at the initial Contract Kick-off Meeting, or as otherwise designated by the CM, to discuss the report and other necessary issues. The Contractor shall attend with appropriate individuals. The CM may require the attendance of specific employees or subcontractors of the Contractor.

## **2.10 Invoicing**

2.10.1 All invoices for services shall be submitted to the Contract Manager no later than 30 calendar days following the month the service was provided and include the following information: Department of Budget and Management, 45 Calvert Street, Room 127, Annapolis, Maryland 21401, Contractor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security

number, invoice period, invoice date, invoice number, amount due and the purchase order number(s) being billed. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

2.10.2 Contractor shall have a process for resolving billing errors.

2.10.3 No travel expenses will be allowed.

2.10.4 The Contractor shall invoice for services rendered in accordance with the work order process outlined in 2.5.

2.10.5 Invoices will be for fully loaded labor hours only for all services rendered.

2.10.6 The Contractor shall provide an explanation and supporting documentation for all billing inquiries and disputes within 10 business days of initial contact by the CM. All work performed shall be billed no later than the month following the month in which the services are rendered and accepted by the CM.

## **2.11 Insurance**

2.11.1 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.

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

2.11.3 The Contractor shall provide a copy of the Contractor's current certificate of insurance, that, at a minimum, shall contain the following:

- A) Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
- B) General Liability - The Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement.

\$500,000 - General Aggregate Limit (other than products/completed operations)

\$500,000 - Products/completed operations aggregate limit

\$250,000 - Each Occurrence Limit

\$250,000 - Personal and Accidental Injury Limits

\$ 50,000 - Fire Damage Limit

\$ 5,000 - Medical Expense

2.11.4 Upon execution of a Contract with the State, Contractor shall provide the State with current certificates of insurance, and shall update such certificates from time to time, as directed by the State.

2.11.5 The State shall be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Worker's Compensation excepted). Certificates of insurance evidencing this coverage shall be provided prior to the



commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than 60 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 30 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.

2.11.6 The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the State with the same documentation as is required of the Contractor.

## **SECTION 3 – PROPOSAL FORMAT**

### **3.1 Two-Part Submission**

Offerors must submit proposals in two separate volumes, which will be separately evaluated:

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

Offerors must respond to all requirements identified in the RFP. Offerors who fail to do so will be deemed not reasonably susceptible of being selected for award.

### **3.2 Proposals**

Volume I - Technical Proposal must be sealed separately from the Volume II - Financial Proposal, but submitted simultaneously to the Procurement Officer at the address listed in Section 1.6 of this RFP.

An unbound original, so identified, three paper copies, and an electronic version of each volume are to be submitted.

An electronic version of both the Volume I - Technical Proposal in MS Word format, and the Volume II - Financial Proposal in MS Word or Excel format, shall be submitted. Electronic media may be 3-1/2" diskette or CD and shall bear the RFP number and name, name of the Offeror, and the technical or financial volume number (Volume I is Technical or Volume II is Financial).

### **3.3 Submission**

Each Offeror is required to submit a separate sealed package for each "Volume". Each Volume and each separately sealed package are to be labeled either Volume I-Technical Proposal or Volume II-Financial Proposal.

On the outside of each sealed package, the Offeror must also include the RFP number, the name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of proposals.

All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page "x"). The final page of each Volume shall state "Final Page".

### **3.4 Volume I – Technical Proposal**

#### **3.4.1 Transmittal Letter**

A transmittal letter must 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. Only one transmittal letter is needed, and it does not need to be bound with the Technical Proposal

### 3.4.2 Format of Technical Proposal

This section provides specific instructions for submission of the Offeror's Technical Proposal. Adherence to the required organization and numbering will allow State officials and the Evaluation Committee to "map" the RFP requirements directly to Offeror responses by paragraph number:

- The Technical Proposal shall not include any reference to prices proposed by the Offeror.
- The Technical Proposal must be organized and numbered in the same order as given in Sections 2 and 3, using the correct Subsection and paragraph number for each specification. For example, Section 2.1 Para 1; Section 3.2 Para 4; etc.
- Inside the sealed package, an unbound original, to be so labeled; 3 paper copies; and, one electronic version of the Technical Proposal shall be enclosed.

*The Technical Proposal shall include:*

#### 3.4.2.1 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 for the Technical Proposal should follow the title page. Information that 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 Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

#### 3.4.2.2 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The summary shall identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.

Warning: 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 an Offeror takes no exception to State terms and conditions, the Executive Summary should so state.

### 3.4.2.3 Proposed Services - Work Plan

Offerors shall prepare a work plan that includes detailed responses to each element listed in Section 2 of this RFP.

### 3.4.2.4 Offeror Experience and Capabilities

Offerors should include information on past experience with similar systems. Offerors shall describe their experience and capabilities through a response to the following:

- An overview of the Offeror's experience providing services similar to those required by this RFP. This description should include:
  - A summary for each engagement of the problem presented, services provided, and outcome.
  - The number of years the Offeror has provided these services.
  - The name of the client organization; the name, title and telephone number of point-of-contact for the client organization.
- Describe the availability of the Offeror to perform the work as described in the RFP, including the flexibility to dedicate staff to these efforts during the period of the contract.
- The names, titles, and resumes of the key management personnel directly involved with supervising the services rendered under the contract.
- As part of its offer, 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 has been completed within the last 5 years. For each identified contract the Offeror is to provide in its Technical Proposal:
  - 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 if possible 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.

The Procurement Officer or a designee will contact the identified State agencies, or the most appropriate ones if many contracts are involved, to ascertain the Offeror's level of performance of State contracts.

Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

As part of its offer, each Offeror is to provide a list of references for which similar software maintenance and support services have been provided, in the following categories:

#### 3.4.2.5 Economic Benefit Factors

A general description of how the Offeror's performance of this Contract will benefit Maryland, with specific commitments of personnel and resources in the Contract proposal response. Do not include any detail of the financial proposals with this technical information.

- NOTE: Because there is no guarantee of any level of usage under this contract, in providing the information required in this section, the Offeror should state its level of commitment per \$1,000 of contract value. In other words, for each \$10,000 of contract value, state how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.

Describe the following:

- The benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. Do not include any detail of the Financial Proposals with this technical information:
  - The estimated percentage of Contract dollars to be recycled into Maryland's economy, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
  - The estimated number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
  - Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
  - The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

- In addition to the factors listed above, the Offeror should explain any other economic benefit to the State that would result from the Offeror's proposal.

#### 3.4.2.6 Financial Capability and Insurance:

The Offeror should submit evidence that the Offeror has the financial capacity to complete the Contract, including, if possible:

- Copies of the last two year-end CPA audited financial statements and an analysis of those financial statements,
- Abbreviated profit and loss statements and abbreviated balance sheets for the last two years, and
- A least one bank or other financial institution reference.

A copy of the Offeror's current certificates of insurance (property, casualty and liability), which meets or exceed the amounts in RFP Section 2.11 and, at a minimum, should contain the following:

- Carrier (name and address)
- Type of insurance
- Amounts of coverage
- Period covered by insurance
- Exclusions

#### 3.4.2.7 Subcontractors

Offerors must identify all subcontractors, if any, and the roles these subcontractors will have in the performance of the Contract.

#### 3.4.2.8 Required Submissions

Offerors must submit the following items in the original Technical Proposal:

1. A completed Bid/Proposal Affidavit (Attachment B)
2. A completed Living Wage Affidavit (Attachment G)

### 3.5 **Volume II - Financial Proposal**

- 3.5.1 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, three (3) copies, and an electronic version in MS Word or MS Excel of the Financial Proposal. The Financial Proposal must contain all price information in the format specified on the Price Proposal Form Attachment E). The Price Proposal Form 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.

- 3.5.2 In order to assist Offerors in the preparation of their Financial Proposals, Attachment F-Price Proposal Form has been prepared. Offerors must submit their price proposals on this form in accordance with the instructions on the form and as specified herein.
- 3.5.3 Nothing shall be entered on the Price Proposal Form that alters or proposes conditions or contingencies on the proposed prices or offer.
- 3.5.4 All Unit Prices must be clearly typed or written in dollars and cents, e.g. \$24.15; All Unit Prices must be the actual price the State will pay.

## **SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE**

### **4.1 Evaluation Criteria**

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. Technical merit shall have greater weight than price.

### **4.2 Technical Criteria**

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

- Work Plan (Section 3.4.2.3)
- Offeror's Experience, Capabilities, and References (Section 3.4.2.4)
- Financial Capability and Insurance (Section 3.4.2.6)
- Economic Benefit to Maryland (Section 3.4.2.5)

### **4.3 Financial Criteria**

All qualified Offerors will be ranked from the lowest (best price) to the highest price, based on the "Fully Loaded Hourly Labor Rate" for the Base Contract Term as specified on the Price Proposal Form (Attachment E)

### **4.4 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 by 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 Contract. The preference given will be identical to the preference that the other state, through law, policy, or practice gives to its residents.

### **4.5 Selection Procedures**

#### **4.5.1 General Selection Process**

- 4.5.1.1 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.

4.5.1.2 Accordingly, DBM may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, DBM also reserves the right to make an award without holding discussions. Whether or not discussions are held, DBM may determine an Offeror to be not responsible or 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.

#### 4.5.2 Selection Process Sequence

4.5.2.1 The first level of review will be an evaluation for technical merit. During this review, oral presentations and discussions may be held. The purpose of these discussions will be to assure a full understanding of DBM'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 oral presentations and to participate in discussions approximately 2 weeks after delivery of proposals to the State. The Procurement Officer will contact Offerors when DBM sets the schedule.

4.5.2.2 Each Offeror must confirm in writing any substantive oral clarification of, or change in, its proposal made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's Proposal.

4.5.2.3 The Financial Proposal of each qualified Offeror will be evaluated separately from the Technical Proposal. After review of Financial Proposals, the Procurement Officer may again conduct discussions.

4.5.2.4 When it is 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).

#### 4.5.3 Award Determination

Upon completion of all discussions, negotiations, and reference checks, the Procurement Officer will recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering the evaluation criteria set forth in this RFP. In making the determination of which proposal is most advantageous to the State, technical factors will be given greater weight than price factors.

# **ATTACHMENTS**

In accordance with State Procurement Regulations:

**ATTACHMENT A** - The Contract. It must be completed, signed, and returned by the selected Offeror to the Procurement Officer 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 to be completed and submitted with the Proposals. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days after notification of proposed Contract award.

**ATTACHMENT D** - Pre-Proposal Conference Response Form

**ATTACHMENT E**- Price Proposal Form. This form is to be completed by the Offeror and comprises the Offeror's Volume II – Financial Proposal.

**ATTACHMENT F**- Vendor Electronic Funds Transfer (EFT) Registration

**ATTACHMENT G**- Living Wage Affidavit

## **ATTACHMENT A - Contract**

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between \_\_\_\_\_ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET & MANAGEMENT**.

**IN CONSIDERATION** of the promises and the covenants herein contained, the parties agree as follows:

### **1. Definitions**

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

- 1.1 “Contract Manager” means Larry Williams of the Department.
- 1.2 “Contractor” means \_\_\_\_\_, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is located at \_\_\_\_\_.
- 1.3 “Department” or “DBM” means the Department of Budget and Management.
- 1.4 “Financial Proposal” means the Contractor’s Financial Proposal, dated \_\_\_\_\_.
- 1.5 “Procurement Officer” means Joy Epstein of the Department.
- 1.6 “RFP” means the Request for Proposals for State of Maryland WebFleetMaster Support, Project No. F10B820018, dated June 18, 2008.
- 1.8 “State” means the State of Maryland.
- 1.9 “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_.

### **2. Scope of Work**

- 2.1 The Contractor shall provide the services as outlined with the Scope of Work Section 2, of the RFP # F10B8200018.

These services shall be provided in accordance with this Contract and the following exhibits, which are attached 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 – Request for Proposals Project No. F10B8200018.
- Exhibit B – Contractor’s Technical Proposal, dated \_\_\_\_\_.
- Exhibit C – Contractor’s Financial Proposal, dated \_\_\_\_\_.

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

- 2.2** The Procurement Officer may, at any time, by written order, make changes in the work within the general scope stated in Section 2.1. 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 30 days after receipt of the 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, Section 11 below. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

**3. Time for Performance**

Unless this Contract is terminated earlier in accordance with its terms, the Contractor shall provide the services described in Section 2 during a term of five (5) years, commencing on the date that the State executes the Contract and terminating on October 31, 2013. The Contractor shall begin providing services upon receipt of a Notice to Proceed from the Contract Manager.

**4. Consideration and Payment**

- 4.1** In consideration of satisfactory performance of the requirements of this Contract, the State shall pay the Contractor in accordance with the rates established in Exhibit C, in no event to exceed \$\_\_\_\_\_ without the express written approval of the Procurement Officer and subject to any other State approval requirements. Payments for the option year, if exercised by the State, shall not exceed \$\_\_\_\_\_. The Contractor shall notify the Contract Manager, in writing, at least sixty (60) days before payments reach the specified amounts.

- 4.2** Payments shall be made to the Contractor, following the State's acceptance of the work, no later than 30 days after the State receives a proper invoice from the Contractor, and pursuant to the conditions outlined in this Section. 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, as from time to time amended, are prohibited. Invoices should be submitted to the Contract Manager.

- 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 the Contractor meets performance standards established by the Procurement Officer.
- 4.4 Electronic funds transfer will be used by the State to pay Contractor under this Contract, and for any other State payments due to the Contractor, unless the State Comptroller's Office grants the Contractor an exemption.

## **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 solely for purposes of this Contract with and delivered to the State 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 deliverables 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 deliverables 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 such products, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Procurement Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor may not affix any restrictive markings upon any data or materials provided under this Contract, and if such markings are affixed, DBM shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

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

- 6.1 If the Contractor furnishes any design, device, material, process, or other item, that is covered by a patent or copyright or that 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.

**6.2** 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, copyright, or trade secret. If a third party claims that a product infringes that party's patent or copyright, the Contractor will defend the State against that claim at the 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 the Contractor to control, and cooperates with the Contractor in, the defense and any related settlement negotiations. The obligations of this Section 6.2 are in addition to those stated in Section 6.3 below.

**6.3** 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.

## **7. 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) such party is required to disclose by law.

## **8. 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 Procurement Officer. The Contractor shall ensure that all data is backed up and recoverable by the Contractor.

## **9. Indemnification**

**9.1** The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

- 9.2** 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.
- 9.3** 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.
- 9.4** 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.

**10. Non-Hiring of Employees**

No official or employee of the State, as defined in 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.

**11. 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, as from time to time amended, 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 after 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.

**12. Maryland Law**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

**13. 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, sexual orientation, 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 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.

**14. 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 Contractor, to solicit or secure this Contract, and that it 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 other consideration contingent on the making of this Contract.

**15. 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.

**16. 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.

**17. 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).

**18. Delays; Extensions of Time; Liquidated Damages**

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under 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.

**19. 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.

**20. Pre-Existing Regulations**

In accordance with Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, 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.

**21. Financial Disclosure**

The Contractor shall comply with 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 after the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

## **22. Political Contribution Disclosure**

The Contractor shall comply with Election Law Article, §§14-101 to 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 Department 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 Department: (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.

## **23. Retention of Records**

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State under this Contract or until the expiration of 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.

## **24. 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;

- 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; and,
- E. It is not involved in any pending litigation that might affect the performance of its obligation under this Contract.

**25. 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 the Contractor's 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 that, as of the date of its offer, was inaccurate, incomplete, or not current.

**26. 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 10 and 12 through 25 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 any subcontractor or assignee.

**27. Sale or Other Transfer of Business or Assets of Contractor**

Before the Contractor in any manner transfers all or any part of the Contractor's business or assets to another business entity, including by way of merger or acquisition, the Contractor shall provide at least 30 days advance written notice to the State. Any instrument affecting such transfer shall include language, satisfactory to the State, ensuring that the Transferee continues to be responsible for the Contractor's obligations under this contract.

**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 6 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 9, "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 9 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 9.

**29. 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.

**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 DBM, 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, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

**31. Administrative**

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

**31.2** 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:	Larry Williams, Contract Manager (per RFP 1.8) State Fleet & Travel Program Administrator Department of Budget & Management State Fleet & Travel Management Program 45 Calvert Street, Room 128 Annapolis, MD 21401
Office:	410-260-7410
Fax:	410-974-5045
E-mail:	larryw@dbm.state.md.us

If to the Contractor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**IN WITNESS HEREOF**, the parties have executed this Contract as of the date set forth at the top of the first page hereof.

**CONTRACTOR**

\_\_\_\_\_  
By (Printed or typed name & title)

\_\_\_\_\_  
Date

**MARYLAND DEPARTMENT OF BUDGET & MANAGEMENT**

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

\_\_\_\_\_  
Date

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

## ATTACHMENT B - Bid/Proposal Affidavit

### A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]

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and the duly authorized representative of [business] \_\_\_\_\_

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and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

"Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners.

"Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the

status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

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

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

**I FURTHER AFFIRM THAT:**

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



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

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

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

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

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

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

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

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

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

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

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of

Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

#### H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposals 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 meaning 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 § 2(b), above;
  - (h) Notify its employees in the statement required by § 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 Contract Officer within 10 days after receiving notice under ' 2(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under § 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 §§ 2(a) - (j), above.
3. If the business is an individual, the individual shall certify and agree as set forth in § 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 21.08.06.

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

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 proposals 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

COMAR 21.07.01.25

## 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 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 Assessment 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 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 acknowledgments contained in that certain Bid/Proposals Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Authorized Representative and Affiant)



# ATTACHMENT D - Pre-Proposal Conference Response Form

**Project No. F10B8200018**  
**Project Title: WebFleetMaster (WFM) Support**

A Pre-Proposal Conference will be held at **1:00 PM (Local Time), on July 10th**, at  
**Department of Budget and Management**  
**45 Calvert Street – Conference Room #164 A&B,**  
**Annapolis, MD 21401.**

Please return this form by July 7, 2008 advising whether or not you plan to attend.

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

Joy Epstein  
Fax: (410) 974-3274  
e-mail: jepstein@dbm.state.md.us

Please indicate:

**Yes, the following representatives will be in attendance:**

- 1.
- 2.
- 3.
- 4.

**No, we will not be in attendance.**

\_\_\_\_\_  
Company/Firm/Vendor Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

## **DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE**

### **From Baltimore Area:**

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

### **From the Eastern Shore or Route 2:**

- Cross the Severn River Bridge and exit on Rowe Blvd.

### **From Either Direction:**

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Conference Room 164A&B is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

### **Parking:**

- The closest garage is next to 45 Calvert St. but must be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

## ATTACHMENT E

### PRICE PROPOSAL FORM

#### WebFleetMaster (WFM) Support (F10B8200018)

Contract Year *	A Fully-Loaded Fixed Hourly Labor Rate **	B Evaluated Hours Per Year ***	C Total Annual Price (A X B)=C
Year 1	\$	384	\$
Year 2	\$	384	\$
Year 3	\$	384	\$
Year 4	\$	384	\$
Year 5	\$	384	\$
<b>Total Evaluated Price(Add Column C)</b>			\$

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Offeror Company Name

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Offeror's Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Offeror's SSN or Tax ID #

\*Contract Year 1 shall begin on the issuance of a notice to proceed and will end October 31, 2009. Contract Year 2 shall begin on November 1, 2009 and end on October 31, 2010. Each contract year beyond year 2 shall begin on November 1 and end on October 31.

\*\* The Fixed Hourly Labor Rate is the actual hourly labor rate the State will pay for services and shall be recorded in dollars and cents. Hourly rate is defined in RFP Section 1.3.f & g.

\*\*\* Model for evaluation purposes. Actual hours billed will vary per year.



2. \_\_\_ Discontinue disbursements via EFT, effective \_\_\_\_\_
3. \_\_\_ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account must be attached.

I am authorized by \* \_\_\_\_\_ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

\*Name of registering business entity

\_\_\_\_\_  
Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received \_\_\_\_\_

GAD registration information verified \_\_\_\_\_ Date to STO \_\_\_\_\_

STO registration information verified \_\_\_\_\_ Date to GAD \_\_\_\_\_

R\*STARS Vendor No. and Mail Code Assigned:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
State Treasurer's Office approval date

\_\_\_\_\_  
General Accounting Division approval date

**To Requestor:**

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division  
Room 205, P.O. Box 746  
Annapolis, Maryland 21404-0746

## ATTACHMENT G

### 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 G- Living Wage Affidavit

**Affidavit of Agreement  
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.

**Affidavit of Agreement**  
**Maryland Living Wage Requirements-Service Contracts**

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

\_\_\_ All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;

\_\_\_ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

\_\_\_ All employee(s) proposed to work on the State 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