



*Maryland*  
STATE  
TREASURER  
Investing for Maryland's future.

**Nancy K. Kopp**  
State Treasurer

**Bernadette T. Benik**  
Chief Deputy Treasurer

**MARYLAND STATE TREASURER'S OFFICE**

**INVITATION FOR BIDS  
(Small Procurement)**

**FOR**

**ACTUARIAL SERVICES**

**IFB #ACTUARY-04162019**

**BIDS DUE BY: MAY 7, 2019 by 2:00 PM EASTERN TIME**

## KEY INFORMATION SUMMARY SHEET

### Invitation For Bids (Small Procurement) for Actuarial Services

IFB #Actuary-04162019

**Procurement Officer:** Anne Jewell  
Tel.: (410)260-7903  
Fax: (410)974-3530  
Email: [procurement@treasurer.state.md.us](mailto:procurement@treasurer.state.md.us)

**Submit Bids to:** Maryland State Treasurer's Office  
Attn: Procurement Officer  
Louis L. Goldstein Treasury Building  
80 Calvert Street, Room 109  
Annapolis, Maryland 21401

### SCHEDULE OF EVENTS

Issue Date: April 16, 2019

Bids Due Date and Opening: May 7, 2019 by 2:00 p.m. Eastern Time

Tentative Contract Award: May 30, 2019

### NOTICE

A Prospective bidder who received this document from a source other than the Issuing Office or eMaryland Marketplace, should immediately contact the Issuing Office and provide their name and email address in order that amendments to the IFB or other communications can be sent to them. A prospective bidder should also register on eMaryland Marketplace at: (<https://emaryland.buyspeed.com/bsa>). Any prospective bidder who fails to register on eMaryland Marketplace assumes complete responsibility in the event that they do not receive amendments to the solicitation prior to the closing date.

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## **SECTION I – GENERAL INFORMATION**

### **1.1 Summary Statement**

The Maryland State Treasurer’s Office (the “Office”) which is issuing this Invitation for Bids (“IFB”), is requesting bids from actuarial firms to provide actuarial analysis of the State of Maryland’s Self Insurance Trust Fund for Fiscal Year 2019, 2020, and 2021.

### **1.2 Issuing Office and Procurement Officer**

Maryland State Treasurer’s Office  
Louis L. Goldstein Treasury Building  
80 Calvert Street, Room 109  
Annapolis, MD 21401

Procurement Officer: Anne Jewell  
Phone: (410)260-7903  
E-mail: [procurement@treasurer.state.md.us](mailto:procurement@treasurer.state.md.us)

The sole point of contact for purposes of this Invitation for Bids (the “IFB”) is the Procurement Officer. The Procurement Officer may designate others to act on her behalf. The Office may change the Procurement Officer or the limits of her authority at its discretion.

### **1.3 Procurement Method**

The Contract arising out of this IFB (the “Contract”) will be awarded in accordance with the small procurement process under COMAR 21.05.07.

### **1.4 Contract Officer**

The Contract Officer monitors the daily activities of the contract and provides technical guidance to the selected bidder (the “Contractor”). The State Contract Officer for this Contract are:

Joyce Miller  
Director of Insurance Division  
Maryland State Treasurer’s Office  
80 Calvert Street, Room 109  
Annapolis, Maryland 21401  
Email: [jmiller@treasurer.state.md.us](mailto:jmiller@treasurer.state.md.us)

## **1.5 Use of eMaryland Marketplace**

eMaryland Marketplace (“eMM”) is a free electronic commerce system administered by the Maryland Department of General Services. The IFB, associated materials, and all other solicitation-related material will be provided via eMM. All subscribers will receive solicitation notifications as well as solicitation update/change order notifications. Because of the instant access afforded by eMM, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to eMM. In order to receive a contract award, a vendor must be registered on eMM. Go to: <https://emaryland.buyspeed.com/bsa>, click on “Register” to begin the process and then follow the prompts.

## **1.6 Questions and Inquiries**

All questions and inquiries should be directed to the Procurement Officer identified above.

## **1.7 Submission Deadline**

**To be considered, the bids must arrive at the Issuing Office no later than 2:00 p.m. Eastern Time on Tuesday, May 7, 2019.** Requests for extension of this bid date or time will not be granted. Bidders may submit their bids by email to the Procurement Officer listed in Section 1.2. A bidder wishing to mail a hard copy should allow sufficient mail and internal delivery time to ensure timely receipt at the Issuing Office. Bids arriving after the closing date and time will not be considered.

## **1.8 Cancellation of the IFB; Rejection of all Bids**

The Office may cancel this IFB, in whole or in part, or may reject all bids submitted in response whenever this action is determined to be fiscally advantageous to the State or otherwise in its best interests.

## **1.9 Bid Acceptance; Discussions**

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

## **1.10 Incurred Expenses**

The State will not be responsible for any costs incurred by a bidder in preparing and submitting a bid in response to this IFB, including costs incurred in making an oral presentation, if required.

### **1.11 Bid Form**

The Pricing Bid Sheet included as Appendix A must be completed and signed by an individual authorized to bind the bidder to all terms and conditions of this IFB. Bids that are submitted electronically must have a digital signature.

### **1.12 Bid/Proposal Affidavit**

All bids submitted by a bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Appendix B to this IFB.

### **1.13 Acceptance of Terms and Conditions**

By submitting a bid in response to this IFB, the bidder (a) accepts all of the terms and conditions set forth in this IFB, and (b) represents that it is not in arrears in the payment of any obligation due and owing the State or any department or unit thereof, including but not limited to the payment of taxes and employee benefits (the "State Obligations"). If selected for award, the bidder agrees (a) that it will comply with all federal, State and local laws applicable to its activities and obligations under the contract, (b) that it shall not become in arrears under any State Obligation during the term of the contract, and (c) to all terms and conditions set forth in the form of contract included as Appendix C to this IFB.

### **1.14 Contract Affidavit**

All bidders are advised that if a Contract is awarded as a result of this solicitation, the successful bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes in Appendix D. This Affidavit need not be submitted with a bidder's bid. For purposes of completing Section "B" of this Affidavit, (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside the State of Maryland is considered a "foreign" business.

### **1.15 No Guarantee of Work**

No contractor is guaranteed any minimum amount of work or compensation.

### **1.16 Bid Opening**

Bids shall be opened publicly at the Maryland State Treasurer's Office, Louis L. Goldstein Treasury Bldg., 80 Calvert Street, Annapolis, Maryland 21401, 4<sup>th</sup> Floor Conference Room, on Tuesday, May 7, 2019 at 2:00 p.m. Eastern Time. The name of each bidder, the bid, and such other information as is deemed appropriate shall be read aloud or otherwise made available.

### **1.17 Basis for Award**

Pursuant to COMAR 21.05.02.13, the Office will make the award to the responsible and responsive bidder whose bid meets the requirements, evaluation criteria set forth in the invitation for bids and who submitted the most favorable evaluated bid price determined by the Office to represent the lowest cost to the State.

### **1.18 Duration of Offer**

Bids submitted in response to this solicitation are irrevocable for 90 days following the closing date. This period may be extended at the Procurement Officer's request only by a bidder's written agreement.

### **1.19 Order of Precedence**

The Contract between the parties will be embodied in the contract documents which will consist of the following, listed in their order of precedence:

1. Contract and contract modifications executed by both parties;
2. IFB; and
3. Contractor's Bid.

Modifications of the order of precedence provision of this solicitation will not be accepted. If any terms and conditions inconsistent with requirements of the solicitation are proposed, those terms and conditions must be stated in the Bid.

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## SECTION II – SCOPE OF SERVICES AND REQUIREMENTS

### 2.1 Background

The Maryland Tort Claims Act (“MTCA”), Md. State Govt Code Ann., 12-101 *et seq.*, is the sole method for suing the State and its personnel in tort. The MTCA establishes a comprehensive scheme setting forth specific procedural requirements for filing suit against the State. Specifically, the MTCA requires a written notice of claim be filed with the Maryland State Treasurer within one year after the injury that is the basis of the claim. The State is self-insured for tort liability under the MTCA, for constitutional claims, and for first party property loss. Commercial insurance coverage is purchased for catastrophic loss, specialized exposures such as aviation hull and liability, steam boiler coverage, and certain transportation risks.

Funding for the State’s self-insured liabilities, certain blanket commercial premiums, and for the administration of the State Treasurer’s Insurance Division, comes from the State Insurance Trust Fund (the “SITF”). Each year the Maryland State Treasurer’s Office (the “Office”) receives an actuarial report which is used as a tool in developing the fund balances.

### 2.2 Statement of Work

The Maryland State Treasurer's Office is requesting a written response to this solicitation to provide actuarial analysis of the State of Maryland’s Self Insurance Trust Fund for Fiscal Year 2019 (July 1, 2018 through June 30, 2019); Fiscal Year 2020 (July 1, 2019 through June 30, 2020); and Fiscal Year 2021 (July 1, 2020 through June 30, 2021). Fiscal Years 2022 and 2023 may be requested upon renewal of any option years. The State Insurance Trust Fund is examined annually by an independent actuary in order to determine the adequacy for payment of future losses. Each year the Office receives an actuarial report which is used as one of its tools in developing the fund balances.

### 2.3 Required Services:

These services shall include:

- Loss Reserve Summary
- Analysis of Loss Reserves
- Payment Projections
- Reported Claim Counts
- Projection of Average Claim Payments
- Adjustment Factors for Law Changes
- Selection of Trend Factors
- Analysis of Contingencies
- Future Funding

**2.4 Tentative Schedule for Fiscal Year 2019:**

- July 1, 2019 - Preliminary discussion with the Actuary
- July 31, 2019 - Draft of Actuary Report Due
- August 1, 2019 - Final Actuary Report Due

**2.5 Term**

The term of the Contract will be for the period beginning June 30, 2019 and ending October 31, 2021. The Contract will also contain an option to renew, upon the same terms and conditions, for two additional years. Exercise of the renewal option shall be solely at the discretion of the Treasurer or the Treasurer’s designee.

**2.6 Compensation:**

The rates will include all expenses other than direct out of pocket travel expenses and express mail charges where using express mail is at the direction of the Office. Travel expenses will be invoiced and reimbursed in accordance with the State’s standard travel regulations (COMAR 23.02.01). Payment to the selected bidder shall be made no later than 30 days after receipt by the Office of the invoice from the bidder. The invoice for services rendered must reflect the offeror’s federal tax identification number. 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, is prohibited.

**2.7 Payment by Electronic Funds Transfer**

By submitting a response to this solicitation, the bidder agrees to accept any payments from the State by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected bidder shall register using 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 Vendor Electronic Funds (EFT) Registration Request Form may be downloaded from:  
[http://comptroller.marylandtaxes.gov/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf).

## **SECTION III - BID FORMAT**

### **3.1. Transmittal Letter**

A brief transmittal letter prepared on the bidder's business stationery should accompany the bid. The letter must be signed by an individual authorized to bind the selected bidder to all statements, including services and prices contained in the bid. The transmittal letter should also indicate that, if selected, the bidder will execute a contract materially the same as Appendix C.

### **3.2 General**

- 3.2.1. Describe your firm's experience and number of years in providing actuarial analysis for insurance trust funds for governmental agencies or large firms similar in size of the SITF.
- 3.2.2. What is your firm's process and approach to meet the requirements outlined in Section 2.3 Required Services?
- 3.2.3 What degrees, classes or certifications do the Actuary individual(s) in the firm have that will be completing the actuarial report and number of years providing the service? Copies of individual(s) resumes are requested.

### **3.3 References**

The bidder shall identify a minimum of three (3) current references. The list of references must contain the name of each organization, the point of contact's email address, telephone number, mailing address and a description of services rendered. The Procurement Officer or members of the Evaluation Committee may contact one or more of these references, and in addition, may contact any other references of their choosing.

### **3.4 Bid Form**

Each bidder must submit by 2:00 p.m. Eastern Time on Tuesday, May 7, 2019, a completed and signed Bid Form (Appendix A). The Bid Form must be signed by an individual authorized to bind the bidder to all terms and conditions of this IFB and the agreements contemplated hereunder. The State reserves the right to reject any conditional bid(s).

This procurement is classified as a Category III Small Procurement (COMAR 21.05.07.), and may not exceed \$50,000 for the term of the Contract, including renewal options that may be exercised.

## SECTION IV - EVALUATION AND SELECTION PROCEDURE

### 4.1 Evaluation

All qualifying bids received from responsible bidders by the submission deadline will be evaluated by the Office.

### 4.2 Bidder's Qualifications

4.2.1. In General. The Office may make such reasonable investigations as deemed proper and necessary to determine the ability of any bidder to meet the requirements of this solicitation. By submitting a bid in response to this IFB, a bidder shall be deemed to have agreed to provide to the Office all such information for this purpose as reasonably may be requested. The Office reserves the right to reject any bid if the information submitted by, or the investigation of, the bidder fails to satisfy the Office that such bidder is capable of meeting the requirements of this solicitation and the agreements contemplated herein.

4.2.2. Bidders must, in the exercise of the Office's reasonable judgment:

- a) Possess an Actuary Certification with either the Society of Actuaries (ASA) or Associate of the Casualty Actuarial Society (CAS).
- b) Minimum of three (3) years' experience and ability to perform the services for actual services as described in Section II of this IFB.

4.2.3. Bid Responsiveness. The Office will not consider a bid to be responsive if it does not conform in all material respects to the IFB. See Section 1.9 Bid Acceptance; Discussion, and Section III Bid Format, of this IFB.

### 4.3 Selection

Pursuant to COMAR 21.05.02.13, the Office will make the award to the responsible and responsive bidder, as determined pursuant to Sections 4.1 and 4.2 of this IFB, who submitted a bid determined by the Office to represent the most favorable bid price.



**APPENDIX B  
BID AFFIDAVIT  
(To be Submitted with Bid)**

**A. AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

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

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal;

- (3) Fail to use the certified minority business enterprise in the performance of the contract;  
or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

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

**B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.**

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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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/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;

- (d) §7206, Fraud and False Statements, or
- (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) 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 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. SUBCONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

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

**I. CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

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

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
  - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
  - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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

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

I FURTHER AFFIRM THAT:

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

**M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL**

**I FURTHER AFFIRM THAT:**

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

**N. I FURTHER AFFIRM THAT:**

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

**O. ACKNOWLEDGEMENT**

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

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

By: \_\_\_\_\_  
*Signature of Authorized Representative and Affiant*

Printed Name: \_\_\_\_\_  
*Printed Name of Authorized Representative and Affiant*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX C

(FORM OF SMALL PROCUREMENT CONTRACT)

### ACTUARIAL SERVICES FOR THE MARYLAND STATE INSURANCE TRUST FUND

**THIS CONTRACT** (the "Contract"), is made as of the \_\_ day of \_\_\_\_\_, 2019 by and between \_\_\_\_\_, \_\_\_\_\_ (the "Contractor"), and the **Maryland State Treasurer's Office**, 80 Calvert Street, Annapolis, Maryland 21401 (the "Office"), an office of the State of Maryland (the "State")

The Parties agree as follows:

#### Article I. Scope of Services

1.1 The Office hereby engages the Contractor to provide Actuarial Services as described in:

- Exhibit A: Invitation for Bids (Small Procurement) for Actuarial Services, dated April 16, 2019; and  
Exhibit B: Contractor's Price Proposal dated \_\_\_\_\_, 2019.

This agreement and Exhibits A and B shall constitute the scope of services provided under this Contract. In the event of a conflict between this agreement and the Exhibits, this agreement shall prevail.

#### Article II. Term of Contract

2.1 The term of the Contract will be for the period beginning June 30, 2019 and ending October 31, 2021. The Contract will also contain an option to renew, upon the same terms and conditions, for one additional year. Exercise of the renewal option will be solely at the discretion of the Treasurer or the Treasurer's designee.

#### Article III. Payment

3.1. The total compensation for services to be rendered by the Contractor shall be an annual fixed base fee of \$\_\_\_\_\_, with the term fixed fee not to exceed \$50,000. The Office shall compensate Contractor for services satisfactorily performed in accordance with this Contract. The rates will include all expenses other than direct out of pocket travel expenses and express mail charges where using express mail is at the direction of the Office. Travel expenses will be invoiced and reimbursed in accordance with the State's standard travel regulations (COMAR 23.02.01).

- 3.2. All invoices for services shall be submitted to:

Maryland State Treasurer's Office  
Accounts Payable  
Louis L. Goldstein Treasury Bldg.  
80 Calvert Street, Room 109  
Annapolis, MD 21401

- 3.3 Payments to the Contractor shall be made no later than 30 days after receipt by the Office of monthly invoices from the Contractor. The Contractor's Federal Tax Identification Number shall appear on invoices. The Contractor's Federal Tax Identification Number 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

#### **Article IV. General Conditions**

- 4.1. Compliance with Law. The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.
- 4.2. Termination for Non-appropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
- 4.3. Maryland Law Prevails. The law of Maryland shall govern the interpretation and enforcement of this Contract.
- 4.4. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
- 4.5. Changes. This Contract may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the Contract (including the Contract price).
- 4.6. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

- 4.7. Nondiscrimination. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.
- 4.8. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
- 4.9. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).
- 4.10. Notices. All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:
- A. Maryland State Treasurer's Office  
Attn: Procurement Officer  
Louis L. Goldstein Treasury Building  
80 Calvert Street  
Annapolis, Maryland 21401  
Email: [procurement@treasurer.state.md.us](mailto:procurement@treasurer.state.md.us)
  - B. The Contractor  
\_\_\_\_\_  
\_\_\_\_\_

Signatures to Follow Next Page

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

**ATTEST:**

**[Contractor Name]**

\_\_\_\_\_

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

**WITNESS:**

**MARYLAND STATE TREASURER'S  
OFFICE**

\_\_\_\_\_

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

Bernadette T. Benik  
Chief Deputy Treasurer

Approved for form and legal sufficiency  
for the Maryland State Treasurer's Office:

\_\_\_\_\_  
David P. Chaisson  
Assistant Attorney General

**APPENDIX D  
CONTRACT AFFIDAVIT  
(To be signed with Contract)**

A. AUTHORITY

I HEREBY AFFIRM THAT:

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

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

I FURTHER AFFIRM THAT:

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

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

and is registered or qualified as required under Maryland Law.

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

Name and Department ID Number: \_\_\_\_\_

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

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

Name and Department ID Number: \_\_\_\_\_

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

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require 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.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.

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

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 2019, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

By: \_\_\_\_\_  
*Signature of Authorized Representative and Affiant*

Printed Name: \_\_\_\_\_  
*Printed Name of Authorized Representative and Affiant*

Title: \_\_\_\_\_

Date: \_\_\_\_\_