

**STATE OF MARYLAND**

**MARYLAND STATE TREASURER'S OFFICE**

**Louis L. Goldstein Treasury Building  
80 Calvert Street, Room 109  
Annapolis, Maryland 21401**

**REQUEST FOR PROPOSALS**

**FOR**

**INSURANCE BROKER SERVICES FOR LIABILITY  
COVERAGES**

**RFP #LIA-06052012**

**Due Date: June 27, 2012**

**Issued: June 5, 2012**

**KEY INFORMATION SUMMARY SHEET**

**Maryland State Treasurer's Office  
Request for Proposals  
For  
Insurance Broker Services for Liability Coverages  
RFP #LIA-06052012**

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

**Solicitation Issue Date:** June 5, 2012

**Deadline for Receipt of Questions:** June 14, 2012 by 11:00 a.m. Local Time

**Proposal Due Date and Time:** June 27, 2012 by 2:00 p.m. Local Time

**Oral Presentation, if any** July 11, 2012

**Tentative Contract Award:** July 20, 2012

**Notice:** Prospective offerors (the "Offerors") who received this document from [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com), or from a source other than the Issuing Office, should immediately contact the Procurement Officer and provide their name and mailing address in order that amendments to this Request for Proposals ("RFP" or "solicitation") or other communications can be sent to them. Any prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive the solicitation from the Issuing Office prior to the closing date.

## TABLE OF CONTENTS

	Page
<b>I. Procurement Objective</b>	
1.01 Summary Statement .....	1
1.02 Issuing Office and Procurement Officer .....	1
1.03 Procurement Method.....	1
1.04 Contract Officer .....	1
1.05 Use of “e-Maryland Marketplace” .....	2
1.06 Schedule of Events.....	2
1.07 Pre-proposal Conference.....	2
1.08 Questions and Inquiries.....	2
1.09 Submission Requirements and Deadline.....	2
1.10 False Statements.....	3
1.11 Duration of Offer .....	3
1.12 Electronic Distribution.....	3
<b>II. General Information</b>	
2.01 Purpose.....	4
2.02 Revisions to the RFP.....	4
2.03 Cancellation of the RFP; Rejection of All Proposals.....	4
2.04 Insurance Market Contact .....	4
2.05 Proposal Acceptance; Discussions.....	5
2.06 Oral Presentation.....	5
2.07 Incurred Expenses.....	5
2.08 Proposal Form.....	5
2.09 Multiple or Alternate Proposals .....	5
2.10 Access to Public Records Act Notice.....	5
2.11 Protests .....	6
2.12 Proposal Opening.....	6
2.13 Bid/Proposal Affidavit.....	6
2.14 Contract Affidavit .....	6
2.15 Acceptance of Terms and Conditions .....	6
2.16 Minority Business Enterprises .....	7
2.17 No Guarantee of Work.....	7
2.18 Order of Precedence.....	7
<b>III. Scope of Services and Requirements</b>	
3.01 Introduction .....	8
3.02 Insurance Broker Services.....	8
3.03 Minimum Qualifications .....	10
3.04 Auditing.....	11
3.05 Coverages – Category A .....	11
3.06 Coverages – Category B.....	17
3.07 Coverages – Category C.....	18
3.08 General Terms for Coverages .....	19
3.09 Term .....	19

	<b>Page</b>
3.10 Compensation.....	20
3.11 Staffing Requirements.....	20
<b>IV. Proposal Format</b>	
4.01 Transmittal Letter .....	21
4.02 Two-Volume Submission .....	21
4.03 Volume I - Technical Proposal .....	21
4.04 Volume II - Price Proposal.....	23
4.05 Disclosures .....	24
<b>V. Evaluation and Selection Procedure</b>	
5.01 Qualifying Proposals.....	25
5.02 Evaluation Committee and Evaluation Criteria .....	25
5.03 Technical Evaluation.....	25
5.04 Price Evaluation .....	25
5.05 Best and Final Offer .....	26
5.06 Final Evaluation and Recommendation for Award.....	26
5.07 Debriefing of Unsuccessful Offerors .....	26
5.08 Responsibility.....	26
<b>Appendices</b>	
A. Price Proposal Form Instructions.....	28
Price Proposal Form A1-Category A.....	29
Price Proposal Form A2-Category B .....	31
Price Proposal Form A3-Category C .....	32
B. Bid/Proposal Affidavit (complete and submit with offer) .....	33
C. Contract Affidavit (complete and submit after contract award) .....	38
D. Form of Standard Contract.....	42
E. Minority Business Enterprise Forms (complete and submit with offer) .....	54

## SECTION I. PROCUREMENT OBJECTIVE

### 1.01 Summary Statement

The purpose of this procurement is to select a broker or brokers to market, manage and service insurance policies for specified and future liability insurance coverage needs for the State of Maryland. The types of liability coverage include but are not limited to comprehensive general liability, professional liability, and marine liability. Category A includes all liability coverage needs not covered by Category B or Category C. Category B is dedicated to liability coverage needs for the Maryland Transportation Authority. Category C is dedicated to the liability coverage needs of the Maryland Port Administration. For all coverage needs, the State Treasurer's Office (the "Office"), in its sole discretion, shall determine whether or not such coverage is included in a particular Category. Offerors are encouraged to submit proposals for Category A, Category B, or Category C, or on more than one of them.

### 1.02 Issuing Office and Procurement Officer

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

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

The sole point of contact for purposes of this procurement 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.

This RFP is available on the State Treasurer's website in PDF format at [www.treasurer.state.md.us](http://www.treasurer.state.md.us) by clicking "Procurement Information" and then clicking "RFP for Insurance Broker Services for Liability Coverages, and on eMaryland Marketplace at [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com).

### 1.03 Procurement Method

The Contract arising out of this RFP (the "Contract") will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

### 1.04 Contract Officer

The Contract Officer monitors the daily activities of the Contract and provides technical guidance to the Contractor. The State Contract Officer is:

Director of Insurance  
Tel: (410)260-7684

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

### **1.05 Use of “eMaryland Marketplace”**

eMaryland Marketplace ([www.emarylandmarketplace.com](http://www.emarylandmarketplace.com)) is a free electronic commerce system administered by the Maryland Department of General Services. The RFP, associated materials, and all other solicitation related material will be provided via eMaryland Marketplace.

This means that all such information is immediately available to subscribers of eMaryland Marketplace. All subscribers will receive solicitation notifications as well as solicitation update/change order notifications. Because of the instant access afforded by eMaryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to eMaryland Marketplace.

### **1.06 Schedule of Events**

<u>Event</u>	<u>Date</u>
Notice in “eMaryland Marketplace”	June 5, 2012
RFP Release Date	June 5, 2012
Deadline for Receipt of Questions	June 14, 2012 by 11:00 a.m.
Proposal Due Date	June 27, 2012 by 2:00 p.m.
Oral Presentations, if any	July 11, 2012
Tentative Date of Contract Awards	July 20, 2012

### **1.07 Pre-proposal Conference**

A pre-proposal conference will not be held.

### **1.08 Questions and Inquiries**

All questions and inquiries should be directed to the Procurement Officer identified in Section I., 1.02 above. Questions must be submitted in writing by mail or via email and received by the Issuing Office before 11:00 a.m., local time on Thursday, June 14, 2012. Oral questions will not be permitted. If the questions or inquiries pertain to a specific section of the RFP, the page and section number(s) must be referenced.

### **1.09 Submission Requirements and Deadline**

To be considered, a written original and 5 copies (total of 6) of the Technical Proposal and the Price Proposal, each submitted separately in sealed envelopes, shall indicate the RFP Title and number and the Offeror’s name and address. Each proposal must be received by the Procurement Officer at the Issuing Office no later than 2:00 p.m. local time on Wednesday, June 27, 2012. Additionally, one electronic copy of the Technical Proposal and one electronic copy of the Price Proposal must be submitted to the Procurement Officer on compact disks. As with the written submission, the electronic copy submission of the Technical Proposal must be provided on one disk and the Price Proposal submitted on another disk, in separate sealed envelopes. Refer to Section IV Proposal Format for Two-Volume Submission.

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt of the proposals by the Procurement Officer at the Issuing Office. Proposals or unsolicited amendments to proposals arriving in the Issuing Office or received by the Procurement Officer after the closing date and time, regardless of the method of their transmission, will not be considered. Proposals submitted by electronic means only (facsimile or e-mail) will not satisfy the submission deadline and will not be considered.

#### **1.10 False Statements**

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

- (a) *In general.* - 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.
- (b) *Aiding or conspiring with others.* – A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) *Penalty.* – 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 5 years or both.

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

Proposals submitted in response to this solicitation are irrevocable for 120 days following the later of the proposal due date or the date final best and final offers, if any, are received. This period may be extended at the Procurement Officer's request only by an Offeror's written agreement.

#### **1.12 Electronic Distribution**

This RFP is available for distribution by e-mail. Potential Offerors wishing to receive copies of the written document should contact the Procurement Officer identified in Section 1.02, above.

## SECTION II. GENERAL INFORMATION

### 2.01 Purpose

The overall purpose of this RFP is to provide information to Offerors interested in preparing and submitting proposals to meet the Office requirements for insurance broker services for any or all of the three identified categories of liability coverages. Category A includes all liability coverage needs not covered by Category B or Category C. Category B is dedicated to liability coverage needs for the Maryland Transportation Authority. Category C is dedicated to the liability coverage needs of the Maryland Port Administration. The term “Offeror” as used in this RFP, includes any insurance broker submitting a proposal.

### 2.02 Revisions to the RFP

The Office reserves the right to amend this RFP at any time prior to the proposal due date and time. If it becomes necessary to revise this RFP at any time prior to the proposal due date and time, amendments will be provided to all prospective Offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Written acknowledgment of the receipt of all amendments will be required. In addition, amendments to the RFP will be posted on the Office’s Web Page at [www.treasurer.state.md.us](http://www.treasurer.state.md.us), (select “Procurement Information” and then “RFP for Insurance Broker Services for Liability Coverages”), and through eMaryland Marketplace at [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com).

Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

### 2.03 Cancellation of the RFP; Rejection of All Proposals

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

### 2.04 Insurance Market Contact

At this time, Offerors are not authorized to approach insurers or other underwriting sources on behalf of the State. The Office specifically requests that no insurance market contact be made on behalf of the State, and that no market reservations or commitments be made for any purpose with respect to any insurance or reinsurance to be provided for the State of Maryland. Selection of a broker will not preclude the State from securing proposals from direct writing insurance companies at any time, if the Office deems it is in the State’s best interest to do so.



## **2.05 Proposal Acceptance; Discussions**

The Office reserves the right to 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 Offerors in any manner necessary to serve the best interests of the State of Maryland. The Office also reserves the right, in its sole discretion, to award the Contracts based upon the written proposals received without prior discussions or negotiations.

## **2.06 Oral Presentation**

In support of their proposals, Offerors may be required to make an oral presentation, or conduct a demonstration, or both, not more than two calendar weeks after the Office has requested an Offeror to do so. Failure to be prepared to make an oral presentation or conduct a demonstration within this time period may prevent the Offeror's proposal from receiving further consideration. All written representations will become part of the Offeror's proposal and are binding if a Contract is awarded to the Offeror.

## **2.07 Incurred Expenses**

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

## **2.08 Proposal Form**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal for meeting the requirements of this procurement. Oral, telegraphic, facsimile, mailgram, or electronically transmitted proposals will not be accepted.

## **2.09 Multiple or Alternate Proposals**

For each Category of insurance coverage, neither multiple nor alternate proposals will be accepted; however, Offerors are encouraged to submit separate proposals for each Category of liability coverage described in this RFP.

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

An Offeror should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. A fee may be charged for copies and search and preparation time, in accordance with COMAR 25.01.04.09. The Office may require payment of such fees before releasing the requested information.

## **2.11 Protests**

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

Any protest regarding this solicitation must be filed in writing with the Procurement Officer only. If the reason for the protest is apparent before the proposal opening, the protest must be filed before the proposal opening. In all other cases, the protest must be filed within 7 calendar days after the reason for the protest is known or should have been known.

The term “filed” means receipt by the Procurement Officer who has issued this solicitation.

The protest must be in writing and must contain (1) the name and address of the protester; (2) the appropriate identification of the solicitation and, if a Contract has been awarded, the Contract number if it is known; (3) a statement of the reasons for the protest; and (4) any supporting exhibits, evidence, or documents to substantiate any claims unless the documents are not available within the filing time, in which case the date by which the supporting documents are expected to be available is to be noted.

## **2.12 Proposal Opening**

Proposals will not be opened publicly. When the Contracts are awarded, those portions of proposals available under Maryland laws regarding access to public information will be made available upon written request to the Procurement Officer.

## **2.13 Bid/Proposal Affidavit**

All proposals submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Appendix B to this RFP.

## **2.14 Contract Affidavit**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Appendix C to this RFP. This Affidavit need not be submitted with an Offeror’s proposal.

## **2.15 Acceptance of Terms and Conditions**

By submitting a proposal in response to this RFP, the Offeror (a) accepts all of the terms and conditions set forth in this RFP, 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 Offeror 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 standard contract included as Appendix D to this RFP.

## **2.16 Minority Business Enterprises**

Minority business enterprises are encouraged to respond to this solicitation. A minority business enterprise subcontractor participation goal of **0%** applies to all current and future Category A policies, and a **15%** goal applies to all current and future Category B and Category C policies. Offerors should indicate in their proposals which services under Section 3.02 will be performed by minority firms, and complete the appropriate MBE participation forms in Appendix E.

This RFP is designed to encourage the participation of socially and economically disadvantaged individuals (members of a group as defined in Section 14-301 (i)(1) of the State Finance and Procurement Article of the Annotated Code of Maryland (the “Procurement Article”) and minority business enterprises as defined in Section 14-301 (f) of the Procurement Article. Offerors are encouraged to submit Proposals that reflect significant participation by socially and economically disadvantaged individuals and/or minority business enterprises.

A directory of certified MBEs is maintained by the Maryland State Department of Transportation Office of Minority Business Enterprise, P.O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1244. The directory is available online at [www.mdot.state.md.us](http://www.mdot.state.md.us). Select the “Minority/Disadvantaged Business Enterprise” label.

## **2.17 No Guarantee of Work**

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

## **2.18 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. the executed Contract;
2. the RFP; and
3. the Offeror’s proposal.

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

## **SECTION III. SCOPE OF SERVICES AND REQUIREMENTS**

### **3.01 Introduction**

This RFP for Insurance Broker Services is to select an insurance broker or brokers to represent the State for liability insurance coverage needs in Category A, Category B, and Category C. Category A includes all existing and future liability coverage needs not covered by Category B or Category C. Category B is dedicated to the existing and future liability coverage needs of the Maryland Transportation Authority. Category C is dedicated to the existing and future liability coverage needs of the Maryland Port Administration. For all future coverage needs, the Office, in its sole discretion, shall determine the Category in which such coverage will be included. Offerors are encouraged to submit proposals for any or all Categories. The Office expects that there may be multiple contracts awarded for this procurement.

With respect to existing policies, as well as any policies added in the future, the selected insurance broker/brokers will market the policies, present the Office with competitive quotes and recommendations, place the coverage, and service the policies each year. This will include any related coverage additions and services or replacements thereto. Related coverages may be added at any time during the Contract period.

**Please note there are five policies (four in Category A and one in Category B) effective in September and October 2012 that will need to be worked on immediately after the Contract begins.**

### **3.02 Insurance Broker Services**

Upon request of the Office, the broker shall:

- Market and obtain quotations for each policy, report on an insurer's financial status, place and service the desired insurance coverages.
- Provide annual loss runs for three years on each policy a minimum of 60 days before expiration, including any prior year with open losses.
- Act as an advocate for the Office in communications with the insurers and intermediaries, including negotiations of the lowest possible fees.
- Offer creative solutions and innovative suggestions for the Office to consider.
- Submit a semi-annual stewardship report for Category A, Category B, or Category C, as applicable. The report should outline intended activities on behalf of the State for the upcoming six months and include the status of all items in the prior reports. Reports are due two weeks after the end of each six-month calendar year period.
- Review and verify insurance documents received from insurers for accuracy.

- Act as a liaison with insurers on loss control inspections and recommendations.
- In addition to the original paper copies, provide electronic copies of all policies. All coverages placed with multiple layers must include an Excel graphic display of the placement showing carriers, limits, and premiums per layer.
- Prepare and mail original certificates of insurance and provide an electronic copy as requested.
- Obtain policy endorsements as requested.
- Assist the Office if it requests that other related coverages be added during the term of the Contract. The Office will not be charged an insurance broker services fee for quotes for new coverage unless and until the coverage is purchased. If a renewal quote is offered and a decision is made not to renew the coverage for any reason, no insurance broker fee will be paid. This is an unusual occurrence.
- Develop a strategy for the upcoming renewal to be presented in writing to the Office a minimum of 120 days before expiration, with the exception of the 2012 renewal of the five policies listed in Section 3.05 and 3.06 that expire on or before November 1, 2012, which must be presented as soon as practicable. Include and identify any intended intermediaries used in the quote process.
- Coordinate the collection of underwriting data for the policies placed on behalf of the State, including complete loss statistics and other underwriting data. The loss data should include a brief description of losses valued over \$25,000.
- Provide renewal quotes on all policies, preferably 30 days before expiration. All quotes must include the insurance broker's recommendation including the supporting reasons for that recommendation. Where there are an adequate number of markets to do so, provide multiple quotes (a minimum of two for Category A policies I - VII, and a minimum of three for all other policies in Category A, Category B, and Category C) for competitive purposes. In the event that this requirement is not possible or recommended, the insurance broker must submit a letter of explanation/recommendation to the Contract Officer 90 days before the policy expires to obtain acceptance or denial of the recommendation. For those carriers who decline to offer a quote on coverage, a copy of the declination from the carrier indicating why they chose not to quote is required.
- Carriers may contact an insurance broker to quote on a policy. All qualified carriers will be considered for quotes by the insurance broker. All contacts from qualified and non-qualified carriers must be documented and the insurance broker must provide information to the Office on the results.

- Provide risk management and professional services directly or indirectly, and other recommendations as requested by the Office, including, but not limited to, minimizing loss potential, property or liability inspections, and transfer of risk techniques.
- When requested by the Office, provide detailed rating worksheets on insurance proposals, either a full set or a sampling that reflects the pricing detail used is required.
- Assist the Office with training classes or meetings for State agency personnel as needed.
- When requested by the Office, provide benchmarking information on limits.
- When requested by the Office, offer guidance on State Agency RFP insurance requirements.
- Disclose coverage additions and coverage restrictions on all renewal quotes.
- Provide answers to the Office and obtain clarification from insurers, underwriters or adjusters regarding coverage or claims questions.
- Provide a Binder of Insurance prior to the effective date of the coverage for all policies.

### **3.03 Minimum Qualifications**

To be considered for any of these Contracts, the insurance broker must:

1. Have a minimum of 10 years experience in the commercial liability insurance industry.
2. Provide evidence of Professional Errors and Omissions Liability insurance (current certificate of insurance) with a limit of liability of at least \$10,000,000 for Category A, Category B, or Category C, as applicable, and maintain such insurance at all times during the term of the Contract. Such insurance shall be with an insurance company with a Best's Rating of "A" or greater.
3. Confirm they have and will maintain all necessary permits and licenses required by local, State and/or Federal laws.

### **3.04 Auditing**

Offeror must have its financial statements audited annually by an independent certified public accounting firm and receive an unqualified opinion from the Auditor. Upon request, over the term of the Contract, Offeror must provide the Office with current audited financial statements.

At the Office's discretion the State may audit or subcontract an audit of Offeror's processing procedures to ensure contract compliance.

## **CATEGORY A**

### **3.05 Category A - Liability Coverages**

Category A includes all of the existing and future liability coverage needs not covered by Category B or Category C. Category B is dedicated to the existing and future liability coverage needs of the Maryland Transportation Authority. Category C is dedicated to the existing and future liability coverage needs of the Maryland Port Administration. For all future coverage needs, the Office, in its sole discretion, shall determine whether or not such coverage is included in Category A.

**All Category A policies have a 0% minority business enterprise (MBE) goal.**

#### **Summary of Existing Coverage Needs (full details to be provided to selected broker)**

Category A Proposals must include **all** of the coverages listed below:

- I. Maryland Institute for Emergency Medical Services Systems (MIEMSS)  
Effective February 18, 2013**  
Liability coverage for State-owned radio antennas and other communication equipment placed on radio towers owned by others.
- II. Department of Natural Resources (DNR)  
Effective March 1, 2013 (approximate)**  
Liability coverage for special events. Dates and the number of events that need to be covered may vary. Currently there is only one a year but there have been up to three in one year in the past, and most are outside of the State of Maryland. One example is participation in the Boston Seafood Festival.
- III. Department of Agriculture (AG)  
Effective July 1, 2013**  
Liability coverage for approximately 45 farmers' markets within the State of Maryland. These are outdoor seasonal markets and the coverage includes the liability for vendors' operations at the markets. Approximately 75 certificates of insurance are needed annually.

- IV. University of Maryland at Baltimore (UMB) and the University of Baltimore (UB)**  
**Effective October 10, 2012**  
Professional liability coverage for the Universities' law clinics/clinical law programs. There are approximately 454 students for both programs combined.
- V. Maryland Public Television (MPT)**  
**Effective October 11, 2012**  
Liability coverage for the operations of a public broadcasting service. Some operations are located outside of the State of Maryland. Approximately 20 certificates of insurance are needed annually.
- VI. Maryland Public Television (MPT)**  
**Effective October 11, 2012**  
Excess liability (umbrella) to increase the limits of Commercial General Liability described above. This coverage was written new October 2011.
- VII. Maryland Public Television (MPT)**  
**Effective October 11, 2013**  
Broadcaster's Errors and Omissions coverage for a public broadcasting service. Some operations are located outside of the State of Maryland.
- VIII. Foster Parent Liability Coverage - Department of Human Resources (DHR) and Department of Juvenile Services (DJS)**  
**Effective March 15, 2013**

**Named Insureds:** State of Maryland,  
Department of Human Resources,  
Department of Juvenile Services, and  
Foster Parents.

**A. Scope of Operations:**

The DHR and the DJS place foster persons, sheltered or committed to their charge, by various courts and legal systems with foster parents who are responsible for rearing the children. Liability coverage must be provided for the following placements: foster parent homes, kinship homes, group homes, residential homes, orphanages, residential schools, and emergency placement sites. There are currently 7,450 placements in foster care facilities.



**B. Summary of Coverage and Limits:**

1. Commercial General Liability Coverage on a claims-made basis with defense included within the limit. There are two retroactive dates: Group Homes, Residential Homes, Orphanages and Residential Schools = March 15, 2009 and all other exposures otherwise not excluded = March 15, 1986.

Limits are:

\$ 500,000	Each occurrence
\$1,000,000	General aggregate
Excluded	Products/completed operations
\$ 500,000	Personal and advertising injury - any one person or organization
\$ 500,000	Damage to premises rented - any one premises
Not covered	Medical expenses
\$ 1,000	Deductible per claim

2. Forms and endorsements included but not limited to:
- a. Foster Parents definition,
  - b. Tort Claims Act Endorsement,
  - c. Foster Person injury- Claims *by Natural Parents* endorsement,
  - d. Sexual abuse or sexual molestation *by a Foster Person* ,
  - e. Sexual/Physical abuse or molestation *by a Foster Parent against a Foster Person*,
  - f. Exclusion Sexual abuse/sexual molestation (*by other than a Foster Person*),
  - g. Exclusion of alienation of affection,
  - h. Exclusion of claims brought against a Foster Parent *by a Natural Parent*, and
  - i. Insurance does not apply to Property Damage to any “Auto” that is owned, operated, or in the care, custody, or control of the Foster Parents.

**C. Previous Carriers and Losses Incurred:**

3-15-2009/10	General Star	\$58,533
3-15-2010/11	Philadelphia Insurance Co	\$97,647
3-15-2011/12	Philadelphia Insurance Co	\$17,532

**IX. Allied Health Students Liability Coverages  
Effective September 1, 2012**

**Named Insureds:** State of Maryland, Allied Health Students  
University of Maryland- Baltimore,  
University of Maryland-Baltimore County,  
University of Maryland- College Park,  
University of Maryland- Eastern Shore,  
Towson University,  
Frostburg State University,  
Salisbury State University,  
Bowie State University,  
Coppin State University,  
University of Baltimore,  
Baltimore City Community College,  
Morgan State University, and  
St. Mary's College of Maryland.

“Insured” is amended to include the following:

“Solely with respect to Insuring Agreement (A), any faculty member or student teacher of the Named Insured, but only while acting within the capacity and scope or his or her duties in the supervision or instruction of any Insured student enrolled in a formal training program offered by the Named Insured.”

**A. Scope of Operations:**

Approximately 10,763 students of the 13 schools listed above, currently participate in 63 various health programs. Part of the schools' curriculum/program includes work in various health facilities in Maryland and outside of Maryland that require proof of commercial professional liability insurance. School/State employees also supervise the students' operations at these various health facilities, and must also be covered under the policy.

**B. Summary of Coverage and Limits:**

1. Blanket professional liability on a claims-made basis with a \$5,000 deductible per claim, and a retroactive date of September 1, 2002 (exception Legal/Media Expense coverage has a September 1, 2011 retroactive date). Policy must be non-auditable.

2. Maryland Limits  
 \$1,000,000 Each professional liability claim  
 \$3,000,000 Aggregate for all professional liability claims

- Virginia Limits  
 \$2,000,000 Each professional liability claim  
 \$6,000,000 Aggregate for all professional liability claims

3. Approximately 4,000 certificates of insurance are needed annually, within one to two days of request, and 30 to 15 days before the policy renews.
4. Midwifery programs at University of Maryland, Baltimore and University of Maryland, Eastern Shore are covered only for the period September 1, 2002 thru September 1, 2011.

The current policy includes these coverages and conditions, but is not limited to these terms.

**C. Previous Carriers and Losses Incurred:**

9-1-2008/09	Evanston	\$	0
9-1-2009/10	Evanston	\$	0
9-1-2010/11	Evanston	\$	0

**X. Maryland Fire and Rescue Institute (MFRI) – Instructor Liability Effective December 5, 2012**

**Named Insureds:** Maryland Fire and Rescue Institute  
 State of Maryland  
 University of Maryland

**A. Scope of Operations:**

MFRI, of the University of Maryland College Park, is the State’s comprehensive training and education system for emergency services including fire, rescue and EMS. Training may be provided at a customer’s facility, or at any one of MFRI’s training centers throughout the State of Maryland. Contract training and seminars are offered to private industry, government and the emergency service community. Coverage is needed for worldwide exposures.

**B. Summary of Required Coverage:**

1. Professional Liability coverage for instructors (claims made form)  
\$1,000,000 Each medical incident  
\$3,000,000 Aggregate limit  
\$25,000 Deductible  
Retroactive date December 5, 1989
2. Commercial General Liability coverage (CGL)  
\$1,000,000 Each occurrence limit  
\$3,000,000 Aggregate limit  
\$1,000,000 Products/completed operations limit  
\$25,000 Deductible
3. Approximately 20 certificates of insurance are needed annually.
4. Defense costs are outside the policy limits.
5. Excluded services: Scott breathing apparatus service and repair operations

**C. Previous Carriers and Losses Incurred:**

12-5-2008/09	Lexington	\$0
12-5-2009/10	Lexington	\$0
12-5-2010/11	Lexington	\$0

Remainder of Page Intentionally Left Blank

**CATEGORY B**

**3.06 Category B – Liability Coverage**

Category B includes all of the existing and future liability coverage needs of the Maryland Transportation Authority. For all future coverage needs, the Office, in its sole discretion, shall determine whether or not such coverage is included in Category B.

**All Category B policies have a 15% minority business enterprise (MBE) goal.**

**Summary of Existing Coverage Needs (full details to be provided to selected broker)**

**I. Maryland Transportation Authority – Toll Facilities Liability  
Effective October 17, 2012**

**Named Insureds:** The Maryland Transportation Authority, The State of Maryland, The Bank of New York, as Trustee under the Second Amended and Restated Trust Agreement dated September 1, 2007, from the Maryland Transportation Authority to The Bank of New York, amending and restating that certain Amended and Restated Trust Agreement dated as of June 1, 2004, as their respective interest may appear.

**A. Scope of Operations:**

Maryland Transportation Authority (“MDTA”) owns, operates and maintains eight toll facilities in the State of Maryland, including five bridges, two tunnels, and one toll road. MDTA personnel provide day-to-day maintenance of the facilities. Qualified contractors perform large scale maintenance projects such as resurfacing. A nationally recognized consulting engineering firm inspects each of MDTA’s bridges and tunnels annually and recommends an intermediate to long range maintenance program.

**B. Summary of Required Coverage:**

Excess liability coverage totaling \$148,000,000 over a self-insured retention of \$5,000,000, for a total of \$153,000,000.

Terrorism (TRIA) is currently carried at a limit of \$30,000,000 over a self-insured retention of \$5,000,000.

**C. Previous Carriers and Losses Incurred:**

10-17-2010/12	Various carriers/layered	\$0
10-17-2009/10	Various carriers/layered	\$0
10-17-2008/09	Various carriers/layered	\$0

## CATEGORY C

### **3.07 Category C – Liability Coverage**

Category C includes all of the existing and future liability coverage needs of the Maryland Port Administration. For all future coverage needs, the Office, in its sole discretion, shall determine whether or not such coverage is included in Category C.

**All Category C policies have a 15% minority business enterprise (MBE) goal.**

**Summary of Existing Coverage Needs (full details to be provided to selected broker)**

#### **I. Maryland Port Administration – Primary Liability and Excess Liability (Bumbershoot)**

**Effective January 31, 2013**

**Named Insureds:**     State of Maryland  
Maryland Port Administration  
Maryland Port Commission  
Maryland Department of Transportation  
Maryland International Terminals, Inc.  
Maryland Environmental Service (for work performed for the  
Named Insured only)  
Any other organization as is presently constituted, or as created in  
the future, over which the Maryland Port Administration exercises  
active management control.

#### **A. Scope of Operations:**

The Maryland Port Administration (“MPA”) is a modal agency of the Maryland Department of Transportation (“MDOT”), and is responsible for development and continued improvements to the Port of Baltimore. All facilities are used for the import, export shipping, receiving, handling, and storage of waterborne freight, and also include rental of space to cruise lines for use as a cruise terminal. The MPA, as owner, landlord and/or agent, maintains various facilities throughout the Port of Baltimore. Receipts are primarily derived from dockage paid by vessels berthed at MPA facilities, wharfage charges assessed against cargo loaded or unloaded at MPA facilities, rents received from leased terminals (Seagirt is currently completely tenant occupied), storage areas, office space, equipment rental, as set forth in the Memorandum of Agreement for Terminal Services Tariff. The MPA also owns the World Trade Center (“WTC”) in downtown Baltimore and rents office space to others.

**B. Summary of Required Coverage:**

There are currently three layers of coverage for the MPA, a marine commercial liability primary layer and two bumbershoot layers. Combined, there is a \$151,000,000 limit of liability for the Port of Baltimore including the WTC operations.

1. The primary marine commercial liability coverage is:  
    \$3,000,000 General Aggregate  
    \$1,000,000 Each occurrence  
    \$ 25,000 Deductible
2. Bumbershoot is one layer of \$50,000,000 excess of underlying, and a second layer of \$100,000,000 excess of underlying, primary, and first bumbershoot layer.
3. Wharfingers liability must be included at equal limits which is currently \$151,000,000.
4. Various Additional Insured's to be included when written.
5. Approximately 20 certificates of insurance are needed annually.

**C. Previous Carrier and Incurred Losses:**

1-31-2011/12	Allianz and Lloyds	\$ 23,051
1-31-2010/11	various carriers	\$ 80,005
1-31-2009/10	various carriers	\$413,730

**3.08 General Terms for all Category A, Category B, and Category C policies**

- Policy Cancellation: 90 day cancellation clause required from carrier for non-renewal.
- The policy and any endorsement may not be modified except by mutual agreement and written instrument.

**3.09 Term**

The terms of **all** of the Category A, Category B, and Category C Contracts for Broker Services for Liability Coverages will be August 1, 2012 through June 30, 2015, with up to two consecutive one-year renewal options on each contract, exercisable at the sole discretion of the Office. Insurance Broker Services provided under each Contract shall continue for any policy placed within the term of the Contract until the expiration of the policy.

### **3.10 Compensation**

For each policy obtained on behalf of the State by the selected Offeror, the Office shall pay to the selected Offeror the insurance broker services fee for that policy no later than 30 days after receipt by the Office of an original invoice from the Offeror. For existing policies, the broker services fee shall be as specified in the Contract (or in the case of any multi-year policy, a broker services fee negotiated by the Office for that policy). For new or added policies, the Offeror agrees to negotiate with the Office in good faith to determine a reasonable broker services fee for such policy to be in effect for the remainder of the Contract term.

Each 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, are prohibited.

The insurance broker services fee specified in the Contract (or negotiated for multi-year, new or added policies) shall be the only form of remuneration paid to the selected Offeror for each policy purchased. The Offeror must agree to return to the State of Maryland, within 30 days of receipt, any and all commission income, overrides, contingencies or bonuses earned as a result of the State's policy(s). If for any reason a policy cannot be written net of commission, any earned commission in excess of the insurance broker fee will be returned to the State.

Insurance broker services fees are all inclusive. The Office will not pay travel expenses or express mail or other administrative expenses of the Offeror. The Office will not pay any insurance broker services fee relating to quotes for new coverage unless and until the coverage is purchased. If the Offeror provides a renewal quote, and the Office decides not to renew the coverage for any reason, the Office will not pay any insurance broker services fee.

By submitting a response to this solicitation, the Offeror agrees to accept any payments from the State by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror 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: [www.comp.state.md.us](http://www.comp.state.md.us), select "General Accounting Division," "Electronic Funds Transfer," and then "Form X-10."

### **3.11 Staffing Requirements**

The Office expects that personnel will be assigned to the account as described in Section 4.03.2 and the Offeror's Technical Proposal. If one or more of the proposed personnel become unavailable for continuation of the work assignment, the Contractor shall replace said individual(s) with personnel of substantially equal ability and qualifications. However, any changes to designated personnel will require the prior written approval of the Office.



## **SECTION IV. PROPOSAL FORMAT**

### **4.01 Transmittal Letter**

For each Category to which the Offeror is responding, the Offeror must submit a brief transmittal letter prepared on the Offeror's business stationery to accompany the original and required copies of the two-volume proposal. The transmittal letter must be signed by an individual authorized to bind the Offeror to all statements, including services and prices, contained in the proposals. The transmittal letter should also indicate that, if selected, the Offeror will execute a Contract with materially the same terms as the form of Contract included as Appendix D.

### **4.02 Two -Volume Submission**

The selection procedure for this procurement requires that the initial technical evaluation of each proposal be completed before consideration of an Offeror's price proposals. Consequently, each proposal must be submitted in two volumes as indicated below.

### **4.03 Volume I - Technical Proposal**

The volume(s) containing the technical proposal(s) shall be labeled "Maryland State Treasurer's Office RFP for Insurance Broker Services - Technical for Liability Coverages, Category [A, B, or C]". Each technical proposal volume shall contain the transmittal letter (Section 4.01), the completed Bid/Proposal affidavit (Appendix B), and Minority Business Enterprise Forms (Appendix E). The proposals must include responses to Section 3.03, Minimum Qualifications; however, this information need not be duplicated if the Offeror submits proposals on multiple Categories of coverage.

Each technical proposal volume should be prepared in a clear and concise manner and address all subsections below. Offerors submitting proposals for insurance broker services need to clearly designate Category A, Category B, or Category C, on each proposal and address the information requested in sections 1 through 7 below.

#### **1. General Information**

- A. Name of firm;
- B. Mailing address of the office from which the proposal is being submitted;
- C. Name of individual who will represent firm as primary contact person on matters relating to the proposal; and
- D. Telephone number, email address and fax number.
- E. Professional Errors and Omissions Liability carrier's current Best's Rating.

2. Proposed Personnel

- A. Indicate and quantify your firm's resources to provide the appropriate assistance to the Office and their respective relevant experience.
- B. Identify professional staff that will be assigned to this account, their availability to work on the account, their roles and responsibilities, their participation with any of the responsibilities, and their expertise in the relevant coverage.
- C. Provide information on how you expect to assign the insurance broker services listed in Section 3.02 to the firm's personnel assigned to the Contract, and to the MBE firms, if any, which will be providing services.

3. Firm's Broker Services Experience

- A. Provide a list of a minimum of three liability insurance broker services public entity (preferably State) customers, which are **similar** to the State of Maryland for which your firm served as a primary insurance broker since January 1, 2008.
- B. Select two of the customers listed above and discuss how the experience gained from working for these customers relates to the services requested by the Office. Be sure to indicate any unusual or exceptional problems, conditions, or situations that your firm faced and solved.

4. Firm Capabilities

- A. Provide brief supporting statements describing how the Offeror meets the Minimum Qualifications cited in Section 3.03.
- B. Describe your firm, including when organized, corporate structure, and type of ownership.
- C. Provide any further information considered pertinent in describing your firm's capabilities.

5. Client References

- A. Provide three client references. The list must include references related to insurance broker services that are **similar** to the insurance broker services requested in this RFP.
- B. Furnish name, title, agency and telephone number for each reference.

The State reserves the right to contact any previous client whether or not provided as a reference.

6. Rationale for Appointment

This section of the proposal should be used by each Offeror to present the case for its appointment as an insurance broker. The section may include any additional material the Offeror may choose to submit.

7. Economic Benefits to the State of Maryland

Each proposal submitted in response to this solicitation must describe the benefits that will accrue to the Maryland economy as a direct result of the Offeror's performance of the contract resulting from the solicitation. Economic benefits include:

- A. The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a breakdown of expenditures in this category. Do not provide actual dollars for each category. Include percent of the total budget requested.
- B. The numbers and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll to which the Contractor has committed at both prime, and if applicable, subcontract levels. Do not provide actual dollars for each category. Include percent of the total budget requested.
- C. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate the tax category (sales tax, payroll taxes, inventory taxes, and estimated personal income taxes for new employee). Provide a forecast of the total tax revenues resulting from the Contract. Do not provide actual dollars for each category. Include percent of the total budget requested.
- D. Subcontract dollars committed to Maryland Small Business and Minority Business Enterprises. Do not provide actual dollars for each category. Include percent of the total budget requested.
- E. In addition to the factors listed above, the Offeror should explain any other economic benefits to the State of Maryland that would result from the Offeror's proposal.

**4.04 Volume II - Price Proposal(s)**

The volume(s) containing the price proposal(s) shall each be labeled "Maryland State Treasurer's Office RFP for Insurance Broker Services Liability Coverages – Price for Category [A, B, or C]". The label must clearly identify the insurance broker services to which each price proposal relates by indicating either "Category A" (Appendix A-1), "Category B" (Appendix A-2), or

“Category C” (Appendix A-3). Each of the Offeror’s price proposal(s) must be sealed separately by Category and from the technical proposals. Each price proposal must consist of a completed and signed Price Proposal which provides proposed fees for insurance broker services for the applicable Category. The Price Proposal forms are included as Appendices A-1, A-2 and A-3 to this RFP.

The insurance broker services fees are inclusive of all expenses. The Office will not pay Offeror’s travel expenses or express mail or other administrative expenses.

#### **4.05 Disclosures**

Disclose any relationships with persons or entities that may create a conflict of interest, or the appearance of a conflict of interest. Disclose specific details of any pending legal proceedings (criminal or civil), or regulatory or disciplinary actions by any state or federal regulatory agency, involving the firm or members of the firm; or any convictions, judgments or settlements resulting from such proceedings or actions within the past five years.

Remainder of Page Intentionally Left Blank

## **SECTION V. EVALUATION AND SELECTION PROCEDURE**

### **5.01 Qualifying Proposals**

The Procurement Officer first will review each proposal for each Category for completeness of response to requirements contained in Section 4.03, Proposal Format. Failure to respond to the appropriate questions or in the manner required may disqualify an Offeror's proposal from consideration by the Committee.

### **5.02 Evaluation Committee and Evaluation Criteria**

All qualifying proposals for each Category received by the submission deadline will be evaluated by an Evaluation Committee appointed by the Treasurer or the Treasurer's designee. The Evaluation Committee will rank the proposals for each Category and make a recommendation for award based on (1) technical merit (see Section 5.03), as demonstrated in the technical proposal and oral presentations, and (2) price, both as presented in the best and final offer, if any. Technical merit will be given more weight than price in determining the Evaluation Committee's final ranking for each Category.

### **5.03 Technical Evaluation**

After the Procurement Officer identifies the qualifying proposals for each Category (those proposals that are reasonably susceptible to selection for Contract award), the Evaluation Committee will conduct an initial evaluation of the technical merit of each qualifying proposal for each Category based on the information provided in the proposal in response to Section 4.03 Volume I - Technical Proposal above. The Evaluation Committee's final technical evaluation may include information obtained during oral interviews, if any.

For the technical evaluation for each Category, the Evaluation Committee will take into consideration the following factors, in order of importance (greatest first):

1. Proposed Personnel;
2. Firm's Broker Services Experience;
3. Firm Capabilities;
4. Client References;
5. Rationale for Appointment; and
6. Economic Benefits to the State of Maryland.

### **5.04 Price Evaluation**

Following completion of the initial technical evaluation for each Category, the Evaluation Committee will conduct an initial evaluation of the pricing of each proposal for that Category and will establish a financial ranking of all proposals in the Category.

### **5.05 Best and Final Offer**

When deemed in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial proposals by submitting best and final offers. The Procurement Officer shall notify each qualified Offeror of the scope of the requested best and final offer, and shall establish a date and time for the submission. The Procurement Officer may require more than one series of best and final offers and discussions, if determined that it is in the State's best interest to do so. If more than one best and final offer is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another best and final offer. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process.

### **5.06 Final Evaluation and Recommendation for Award**

Following oral presentations, reference checks, and submissions of best and final offers, if any, the Evaluation Committee will perform its final evaluations for each Category and will make a recommendation to the Procurement Officer for award of each Contract to that responsible Offeror or Offerors whose proposals are determined to be the most advantageous to the State based on the results of the final technical and pricing evaluations. Contract awards, if any, are subject to the approval of the State Treasurer or the Treasurer's designee upon the recommendation of the Procurement Officer.

### **5.07 Debriefing of Unsuccessful Offerors**

Unsuccessful Offerors shall be debriefed upon their written request, provided the request is made within a reasonable period of time after receiving notice of a final determination of award from the Procurement Officer. Request for debriefings shall be honored by the Office at the earliest feasible time after the request has been received. Debriefings shall be held in accordance with COMAR 21.05.03.06.

### **5.08 Responsibility**

#### **1. General**

- (a) The procurement regulations in COMAR Title 21 define a "responsible" Offeror as one "...who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability that shall assure good faith performance."
- (b) COMAR Title 21 also requires that the Procurement Officer determine before awarding a contract to an Offeror whether the Offeror is responsible. The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a "responsible" Offeror.

- (c) In addition, the unreasonable failure of an Offeror to supply information promptly in connection with the determination of responsibility shall be grounds for a determination that the Offeror is not responsible.

## 2. Discussions

The Office reserves the right to discuss and negotiate with qualified Offerors or potentially qualified Offerors, (i.e., which are reasonably susceptible of being selected for award). Discussions or negotiations will be conducted with all qualified Offerors. The Office, however, is not obligated to conduct any discussions or negotiations. Each Offeror should be aware that the Office can select a proposal without first discussing the matter with the selected Offeror.

**APPENDIX A**  
**PRICE PROPOSAL FORM INSTRUCTIONS**  
**APPLICABLE TO CATEGORIES A, B, AND C.**

1. Offerors must submit their price proposals on the relevant Price Proposal Form for Insurance Broker Services for Liability Coverages - Category A (Appendix A-1), Category B (Appendix A-2), or Category C (Appendix A-3) in accordance with these instructions and as specified on the form. The price proposal(s) must be separately sealed as directed in Sections 1.09 Submission Requirements and Deadline and 4.04 Volume II – Price Proposal(s).
2. Each price proposal submitted needs to be completed and signed by an individual who is authorized to bind the firm to all rates offered.
3. All data and information included on the price proposal form(s) are for price evaluation purposes. The State reserves the right, at its sole discretion, to purchase more or less, or not to purchase any services for which offers are solicited under this RFP.
4. The fees must be recorded with whole dollars and cents, e.g., \$24.15. Fractional prices are not acceptable (e.g., \$24.15333) for each entry on the price proposal form(s).
5. Nothing shall be entered on any price proposal form(s) that alters or proposes conditions or contingencies on the proposed fees.



**APPENDIX A1  
CATEGORY A**

**RFP for Insurance Broker Services for Liability Coverages, RFP #LIA-06052012**

**Price Proposal for Liability Insurance Broker Services – Category A**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

ANNUAL insurance broker fee (all inclusive) for insurance broker services for the State of Maryland Liability Coverages – Category A, effective August 1, 2012, and for all subsequent annual terms. Insurance brokers who submit a price proposal for Liability Coverages - Category A, must provide a broker fee for each of the ten coverages below.

- |       |                        |          |
|-------|------------------------|----------|
| I.    | MIEMSS- Radio Towers   | \$ _____ |
| II.   | DNR- Special Events    | \$ _____ |
| III.  | AG- Farmers Markets    | \$ _____ |
| IV.   | UMAB & UB- Law Clinics | \$ _____ |
| V.    | MPT – Liability        | \$ _____ |
| VI.   | MPT – Excess Liability | \$ _____ |
| VII.  | MPT – Broadcasters E&O | \$ _____ |
| VIII. | Foster Parents         | \$ _____ |
| IX.   | Allied Health          | \$ _____ |
| X.    | MFRI                   | \$ _____ |

The insurance broker services fees listed above shall be the only form of remuneration paid to the broker for each policy purchased. The broker must agree to return to the State of Maryland, within 30 days of receipt, any and all commission income, overrides, contingencies or bonuses earned as a result of the State’s policy(s). If for any reason a policy cannot be written net of commission, any earned commission in excess of the insurance broker fee will be returned to the State.

Appendix A1  
Liability Coverages - Category A  
(continued)

Insurance broker services fees are all inclusive. The Office will not pay travel expenses or express mail or other administrative expenses of the Offeror. The Office will not pay any insurance broker services fee relating to quotes for new coverage unless and until the coverage is purchased. If the Offeror provides a renewal quote, and the Office decides not to renew the coverage for any reason, the Office will not pay any insurance broker services fee.

Notwithstanding this proposal, for any multi-year policy or any new or added policy, the Offeror agrees to negotiate with the Office an appropriate insurance broker services fee for that policy.

In compliance with the RFP and with all terms and conditions set forth therein, the undersigned represents that he/she has full authority to submit the above insurance broker services fees.

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Name and Title of Authorized Official**

\_\_\_\_\_  
**Date**



**APPENDIX A3  
CATEGORY C**

**RFP for Insurance Broker Services for Liability Coverages, RFP #LIA-06052012**

**Price Proposal for Liability Insurance Broker Services - Category C**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

ANNUAL insurance broker fee (all inclusive) for insurance broker services for the State of Maryland Liability Coverages – Category C, effective August 1, 2012, and for all subsequent annual terms.

Maryland Port Administration (MPA) –

Primary Liability and Excess Liability (Bumbershoot) \$ \_\_\_\_\_

The insurance broker services fees listed above shall be the only form of remuneration paid to the broker for each policy purchased. The broker must agree to return to the State of Maryland within 30 days of receipt, any and all commission income, overrides, contingencies or bonuses earned as a result of the State’s policy(s). If for any reason a policy cannot be written net of commission, any earned commission in excess of the insurance broker fee will be returned to the State.

Insurance broker services fees are all inclusive. The Office will not pay travel expenses or express mail or other administrative expenses of the Offeror. The Office will not pay any broker services fee relating to quotes for new coverage unless and until the coverage is purchased. If the Offeror provides a renewal quote, and the Office decides not to renew the coverage for any reason, the Office will not pay any insurance broker services fee.

Notwithstanding this proposal, for any multi-year policy or any new or added policy, the Offeror agrees to negotiate with the Office an appropriate insurance broker services fee for that policy.

In compliance with the RFP and with all terms and conditions set forth therein, the undersigned represents that he/she has full authority to submit the above insurance broker services fees.

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Name and Title of Authorized Official**

\_\_\_\_\_  
**Date**

**APPENDIX B**

**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

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

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

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

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

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

---

---

---

**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

#### E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

---

---

---

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. 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, 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.

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. ACKNOWLEDGEMENT

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

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

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

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

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

**APPENDIX C**

**CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

**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 box):

- (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, §§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.

#### 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), above;

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

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

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

(j) Within 30 days after receiving notice under §E(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 §E(2)(a)—(j), above.

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

(4) I acknowledge and agree that:

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

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

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

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 \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

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

By: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

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

**FORM OF  
CONTRACT FOR  
INSURANCE BROKER SERVICES FOR LIABILITY COVERAGES  
BETWEEN  
MARYLAND STATE TREASURER'S OFFICE  
AND  
[FIRM NAME]**

## CONTRACT

**THIS CONTRACT** (the “Contract”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between [Firm Name and Address] (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”).

**IN CONSIDERATION OF** the premises and the covenants herein contained, the parties agree as follows:

### ARTICLE I - SCOPE OF SERVICES

The Office hereby engages the Contractor to perform the services set forth below:

- 1.1. General Services. The Contractor shall provide insurance broker services (the “Broker Services”) for the liability coverages (the “Coverages”) as described in this Contract, which includes the following exhibits:
  1. Exhibit A: The Office Request for Proposals (“RFP”) for Insurance Broker Services for Liability Coverages, RFP #LIA-06052012;
  2. Exhibit B: Questions and Answers in reference to the RFP dated \_\_\_\_;
  3. Exhibit C: Contractor’s Proposal for \_\_\_\_\_ coverage dated \_\_\_\_;
  4. Exhibit D: Contractor’s Price Proposal for \_\_\_\_\_ coverage dated \_\_\_\_;
  5. Exhibit E: Contractor’s Oral Presentation dated \_\_\_\_; and
  6. Exhibit F: Bid/Proposal Affidavit and Contract Affidavit.
- 1.2. If there are any inconsistencies between this Contract and the Exhibits, the terms of this Contract shall control. If there is any conflict among the Exhibits, Exhibit A, [if amended, also use “as amended by Exhibit \_”], shall control.
- 1.3. The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 4.5., Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

## **ARTICLE II - TERM**

- 2.1. The initial term of this Contract shall be for a period beginning August 1, 2012 and ending June 30, 2015. Broker services shall continue for any policy placed within the term of the contract until the expiration of that policy.
- 2.2. In addition there shall be two additional one-year renewal options, which may be exercised at the sole discretion of the Office.
- 2.3. Broker Services shall continue for any Coverages placed within the term of the Contract until the expiration of those Coverages.
- 2.4. The provisions of Sections 4.1, 4.5, 4.20, 4.22, 4.25 and 4.26 of this Contract shall survive termination of this Contract for any reason.
- 2.5. After the end of the Contract term, the Contractor shall continue to perform any Contract services that were in process on the expiration date of the Contract and shall receive the payment specified in the Contract for such services. Contractor shall also assist the Office during any transition period to a new contractor and provide all necessary information and data to any subsequent contractor.

## **ARTICLE III - CONSIDERATION, PAYMENT AND PERFORMANCE**

- 3.1. The Office shall pay the fees set forth in the attached Contractor's Price Proposal [Best and Final] in Exhibit\_\_\_, which shall not be adjusted during the term of the Contract.
- 3.2. Payments to the Contractor may be withheld, without interest or penalty, when in the sole discretion of the Office, the Contractor's performance of any of the services under this Contract is unsatisfactory, or does not meet generally accepted industry standards. Notice of such withholding of payment and the reasons therefor shall be promptly provided to the Contractor, who shall be afforded an opportunity to cure any performance deficiencies.
- 3.3. 3.3.1. All invoices for goods and services shall be submitted to:

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



3.3.2. Invoices must be submitted either:

- (a) For ongoing services, on a monthly basis for goods or services rendered in the preceding month; or
- (b) For one-time or periodic services, with 30 days of delivery or completion of the goods or services.

3.3.3. Except as provided in Section 3.3.2. above, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after receipt by the Office's, Accounts Payable Division of a proper invoice from the Contractor. Payments of policy premiums may be paid in less than 30 days to comply with coverage dates. Each invoice for services rendered must reflect the Contractor's federal tax identification number, which is \_\_\_\_\_, and shall clearly indicate the specific type of service provided. 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. Liability**

The Contractor agrees to assume full responsibility for any and all damage to the property of the Office, both real and personal, which results from or arises in connection with, the performance of this Contract.

The Contractor hereby agrees to indemnify and save harmless the Office against all claims, damages, costs, losses and liabilities whatsoever, for any and all injury to persons and property that may arise out of the performance of this Contract.

The Contractor agrees to maintain adequate insurance coverage in order to fulfill responsibility under this section.

##### **4.2. Tax Exemption**

The Office is generally exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Tax and Transportation Taxes. Exemption certificates shall be completed upon request.

##### **4.3. 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 sell, transfer, or otherwise assign its obligations under this Contract, or any portion thereof, or any of its rights or obligations hereunder, without the prior written approval of the State; provided, however, that the Contractor may subcontract services under or make an assignment of this Contract to an affiliate of the Contractor that is fully capable of performing such services if the Contractor

retains full responsibility for the Contract. Any such subcontract or assignment shall be subject to any terms and conditions that the Office deems necessary to protect the interest of the State. The Office shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

#### 4.4. Non-Hiring of Officials and Employees

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

#### 4.5. 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 (Dispute Resolution), 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.

#### 4.6. Maryland Law Prevails

The provisions of this Contract shall be governed by the Laws of Maryland.

#### 4.7. Amendments

This Contract, including the Exhibits hereto, constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. Any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by the party to be charged.

#### 4.8. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any 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.

#### 4.9. Commercial Nondiscrimination Clause

- 4.9.1. 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, 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.
- 4.9.2. 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 is 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.

#### 4.10. Contingent Fee Prohibition

The Contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect, or engineer, 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 or agent, any fee or any other consideration contingent on the making of this Contract.

#### 4.11. Multi-Year Contracts Contingent Upon Appropriations

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 cancelled 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 non-recurring 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.

#### 4.12. Termination for Default

If the Contractor fails to fulfill its obligation 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 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 determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

#### 4.13. 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. 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 21.07.01.12A(2).

#### 4.14. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

#### 4.15. Variations in Estimated Quantities

No equitable adjustment shall be permitted in favor of either the State or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.

#### 4.16. Suspension of Work

The Procurement Officer 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.

#### 4.17. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

#### 4.18. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every 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 these 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.

#### 4.19. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a

lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

#### 4.20. Retention of Records/Audit

The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

#### 4.21. Compliance With Laws

The Contractor hereby represents and warrants that:

4.21.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

4.21.2. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, 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;

4.21.3. It shall comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract; and

4.21.4. 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.

#### 4.22. Liability for Loss of Data

In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

#### 4.23. Cost and Price Certification

4.23.1. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- (a) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
- (b) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.

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

#### 4.24. Ownership of Documents and Materials

The Contractor agrees that all documents and materials including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at anytime during the performance of the services be made available to the State upon request by the State and shall become and remain the exclusive property of the State upon termination or completion of the services. The State shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The State shall be the owner for purposes or copyright, patent or trademark registration.

#### 4.25. Patents, Copyrights and Trade Secrets

4.25.1. If the Contractor furnishes any design, device, material, process or other item, which is covered by a patent, or copyright or which is proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.

4.25.2. Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 4.25.3. below.

4.25.3. If any product(s) furnished by Contractor become, or in Contractor's opinion are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the State the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

#### 4.26. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, including 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 the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law and the confidentiality provisions of the RFP. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

#### **ARTICLE V - NOTICES**

5.1. Except as provided in §5.2 below, all notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

If to the Office:

Procurement Officer  
State Treasurer's Office  
Louis L. Goldstein Treasury Building  
80 Calvert Street  
Annapolis, Maryland 21401

If to the Contractor:

[Name and Address]

5.2 All invoices and all correspondence and inquiries relating to invoices or payments shall be addressed to:

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



**ARTICLE VI - ADMINISTRATION**

6.1. The work to be accomplished under this Contract shall be performed under the direction of the Contract Officer, Director of Insurance. All matters relating to the administration of this Contract shall be referred to the Procurement Officer for determination.

**ARTICLE VII - REPRESENTATIONS**

7.1 Each party to this Contract represents and warrants to the other that it has full right, power, and authority to execute this Contract.

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

ATTEST:

**[Contractor’s Legal Name]**

\_\_\_\_\_

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

[Signator]

[Title]

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:

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

## **APPENDIX E**

### **MINORITY BUSINESS ENTERPRISE PARTICIPATION**

#### **PURPOSE**

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

#### **MBE GOALS AND SUB GOALS**

An MBE subcontract participation goal of \_\_\_ percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by certified minority business enterprises.

OR

An overall MBE subcontract participation goal of \_\_\_ percent of the total contract dollar amount has been established for this procurement. This percentage of the total dollar amount includes:

- A sub goal of \_\_\_ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- A sub goal of \_\_\_ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these percentage of the total dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

## SOLICITATION AND CONTRACT FORMATION

A bidder or offeror must include with its bid or offer a completed *Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A)* whereby:

- (1) the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- (2) the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

*If a bidder or offeror fails to submit Attachment A with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.*

Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (1) **Outreach Efforts Compliance Statement** (Attachment B)
- (2) **Subcontractor Project Participation Statement** (Attachment C)
- (3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

## CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

### ATTACHMENTS

- A. Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- B. Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- C. Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

## MDOT Certified MBE Utilization and Fair Solicitation Affidavit

(submit with bid or offer)

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

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

1.  I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_ percent and, if specified in the solicitation, sub goals of \_\_\_\_ percent for MBEs classified as African American-owned and \_\_\_\_ percent for MBEs classified as women-owned. Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

### OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

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

- (a) Outreach Efforts Compliance Statement (Attachment B)
- (b) Subcontractor Project Participation Statement (Attachment C)
- (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project. I hereby affirm that the MBE firms are only providing those products and services for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

**List Information For Each Certified MBE Subcontractor On This Project**

Minority Firm Name	MBE Certification Number
Certification Category For Dually Certified MBE Subcontractors ( <i>Check Only One Certification Category</i> )	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
-----	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category For Dually Certified MBE Subcontractors ( <i>Check Only One Certification Category</i> )	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
-----	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category for Dually Certified MBE Subcontractors ( <i>Check Only One Certification Category</i> )	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
-----	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category for Dually Certified MBE Subcontractors ( <i>Check Only One Certification Category</i> )	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
-----	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category for Dually Certified MBE Subcontractors ( <i>Check Only One Certification Category</i> )	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
-----	
Percentage of Total Contract	

Continue on a separate page, if needed.

**SUMMARY**

Total <i>African-American MBE</i> Participation:	_____ %
Total <i>Woman-Owned MBE</i> Participation:	_____ %
Total <i>Other</i> Participation	_____ %
<b>Total All MBE Participation:</b>	_____ %

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

\_\_\_\_\_  
Bidder/Offeror Name  
(PLEASE PRINT OR TYPE)

\_\_\_\_\_  
Signature of Affiant  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Outreach Efforts Compliance Statement

**Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.**

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, Bidder/Offeror states the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
  - a.  This project does not involve bonding requirements.

**OR**

  - b.  Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
  - a.  Bidder/Offeror did/did not attend the pre-bid/proposal conference.

**OR**

  - b.  No pre-bid/proposal conference was held.

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

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

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

## Subcontractor Project Participation Certification

*Please complete and submit one form for each MDOT certified MBE listed on Attachment A within 10 working days of notification of apparent award.*

\_\_\_\_\_ (*prime contractor*) has entered into a contract with \_\_\_\_\_ (*subcontractor*) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

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

**PRIME CONTRACTOR SIGNATURE**

**SUBCONTRACTOR SIGNATURE**

By: \_\_\_\_\_  
 Name, Title  
 Date

By: \_\_\_\_\_  
 Name, Title  
 Date