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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
PROPERTY/PACKAGE COVERAGES**

RFP #PROP/PKG 03312020

Due Date: April 30, 2020

Issued: March 31, 2020

KEY INFORMATION SUMMARY SHEET

**Maryland State Treasurer's Office
Request for Proposals
For
Insurance Broker Services for
Property/Package Coverages
RFP #PROP/PKG-03312020**

Procurement Officer: Anne Jewell
Tel.: (410)260-7903
Fax: (410)974-3530
Email: 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: March 31, 2020

Deadline for Receipt of Questions: April 14, 2020 by 2:00 p.m. local time

Proposal Due Date and Time: April 30, 2020 by 2:00 p.m. local time

Oral Presentation, if any: June 2-3, 2020

Tentative Contract Award: July 9, 2020

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

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SECTION I. PROCUREMENT OBJECTIVE

1.1 Summary

The Maryland State Treasurer's Office, the issuer of this Request for Proposals (“RFP” or “solicitation”), is requesting proposals to select one or more brokers to market, manage and service insurance policies and related documents for property/package insurance coverage needs included in Category A-Excess Blanket Property and Related Coverages and Category B –Bridges and Tunnels Property for the State of Maryland. The term “Offeror” as used in this RFP includes any broker submitting a proposal. Brokers are encouraged to submit proposals for one or both above-mentioned coverages.

1.2 Procurement Method

The Maryland State Treasurer’s Office (the “Office”) will conduct this solicitation in accordance with the competitive sealed proposals process under COMAR 21.05.03 and will award one or more contract(s) out of this RFP (the “Contract(s)”).

1.3 Issuing Office and Procurement Officer

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

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

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.

1.4 Contract Officer

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

Joyce Miller
Director of Insurance
Maryland State Treasurer’s Office
Louis L. Goldstein Treasury Building
80 Calvert Street, Room 109
Annapolis, Maryland 21401
Tel: (410)260-7929

1.5 Use of “eMaryland Marketplace Advantage”

eMMA 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 eMMA. Because of the instant access afforded by eMMA, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to eMMA. Go to: <https://procurement.maryland.gov>, click on “Login and Register for eMMA” under Quick Links to begin the process and then follow the prompts. In order to receive a contract award, a vendor must be registered on eMMA.

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
Solicitation Issue Date	March 31, 2020
Deadline for Receipt of Questions	April 14, 2020 by 2:00 p.m. Local Time
Proposal Due Date	April 30, 2020 by 2:00 p.m. Local Time
Oral Presentations, if any	June 2-3, 2020
Tentative Date of Contract Award	July 9, 2020

1.7 Pre-proposal Conference

The Office will not hold a pre-proposal conference.

1.8 Questions and Inquiries

All Offerors should direct their questions and inquiries to the Procurement Officer identified in Section 1.3 above. **Questions must be submitted in writing by mail or via email and received by the Issuing Office no later than 2:00 p.m. local time on Tuesday, April 14, 2020.** Oral questions will not be permitted. If the questions or inquiries pertain to a specific section of the RFP, Offerors should reference the relevant page and section number(s).

1.9 Submission Requirements and Deadline

To be considered for award for a specific category coverage, Offerors must submit to the Procurement Officer a package containing one (1) written original and 5 copies (total of 6) of the Technical Proposal and the Price Proposal for that category, each in separate sealed envelopes. Offerors submitting proposals for both coverage categories must submit separate proposal packages for each category. All submissions shall indicate the RFP Title and number, the name of the category of coverage and the Offeror’s name and address. **Proposals must be received by the Procurement Officer at the Issuing Office no later than 2:00 p.m. local time on Thursday, April 30, 2020.** Additionally, each Offeror must provide to the Procurement Officer on compact disk one electronic copy of the Technical and Price Proposals submitted. As with the written submission, the electronic copy submission of the Technical Proposal and the Price Proposal must be provided in separate sealed envelopes. Refer to Section IV. Proposal Format for two-volume submission.

The Office will not grant requests for extension of the submission date or time. Offerors mailing proposals should allow enough mail and internal delivery time to ensure timely receipt of the proposals by the Procurement Officer at the Issuing Office. Except as permitted under COMAR 21.05.02.10, the Office will not consider 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. The Office will not consider proposals submitted by electronic means only (facsimile or e-mail).

1.10 False Statements

Offerors are advised that State Finance and Procurement Article §11-205.1, 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 the Procurement Officer receives final best and final offers, if any. At the request of the Procurement Officer, the Offeror may agree in writing to extend this period.

SECTION II. GENERAL INFORMATION

2.1 **Electronic Distribution**

This RFP is published on *eMaryland Marketplace Advantage*, posted on the websites for the National Association of State Treasurers and the Office, and emailed to insurance brokerage firms known to be interested in receiving RFPs. Potential Offerors wishing to receive copies of the written document should contact the Procurement Officer identified in Section 1.3 above.

2.2 **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, the Office will provide amendments to all prospective Offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Acknowledgement of the receipt of all amendments to this RFP issued before the proposal due date shall be included in the Transmittal letter accompanying the Offeror's Technical Proposal. In addition, the Office will post amendments to the RFP on the Office's Web Page at www.treasurer.state.md.us, (select "Procurement" and then "RFP for Insurance Broker Services for Property/Package Coverages"), and through eMaryland Marketplace Advantage at: <https://procurement.maryland.gov>. The Office will send amendments made after the due date for proposals 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.

2.3 **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.

2.4 **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 an insurance 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.

2.5 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 Contract based upon the written proposals received without prior discussions or negotiations.

2.6 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.

2.7 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.

2.8 Proposal Form

Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's proposal for meeting the requirements of this procurement. The Office will not accept oral, telegraphic, facsimile, mailgram, or electronically transmitted proposals.

2.9 Multiple or Alternate Proposals

The Office will not accept multiple or alternative proposals.

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, General Provisions Article, Title 4, Annotated Code of Maryland. The Office may charge a fee 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). Offerors must file in writing any protest regarding this solicitation with the Procurement Officer only. If the reason for the protest is apparent before the proposal opening, the Offeror must file the protest before the proposal opening. In all other cases, the Offeror must file the protest 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.

2.13 Bid/Proposal Affidavit

Any proposal 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 should not be submitted with an Offeror’s proposal. For purposes of completing Section “B” of this Affidavit, (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside the State of Maryland is considered a “foreign” business.

2.15 Representations

By submitting a proposal in response to this RFP, the Offeror represents that (a) 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”), and (b) it is in compliance with all federal, State and local laws applicable to its activities and obligations under the Contract. Further, if selected for award, the Offeror agrees that these representations will continue in effect during the term of the Contract.

2.16 Minority Business Enterprises and Liquidated Damages for Non-Compliance

Minority business enterprises (“MBEs”) are encouraged to respond to this solicitation. The Office has established for this solicitation an MBE subcontractor participation goal of 25% of the Contract value, including renewal options, if any. Offerors should indicate in their proposals which services under Section 3.3 will be performed by MBE firms, and complete the appropriate MBE participation forms in Appendix F. This RFP is designed to encourage the participation of socially and economically disadvantaged individuals (members of a group as defined in State Finance and Procurement Article (“SFP”), §14-301(i)(1), Annotated Code of Maryland and minority business enterprises as defined in SFP §14-301(f). A directory of certified MBEs is maintained by the Maryland State Department of Transportation Office of Minority Business Enterprise, and is available online at: <https://mbe.mdot.maryland.gov/directory/>.

The Contract requires the Offeror to make good faith efforts to comply with the Minority Business Enterprise Program and Contract provisions. The Offeror is advised that liquidated damages as outlined in Section 4.12 of the form of Contract will apply in the event the Contractor fails to comply in good faith with these provisions.

Failure of an Offeror to properly complete, sign, and submit Appendix F-1A at the time it submits its Technical Proposal to the RFP will result in the State’s rejection of the Offeror’s Proposal. This failure is not curable.

An Offeror that does not commit to meeting the entire MBE participation goal must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in Appendix F-1B, Waiver Guidance.

2.17 Veteran-Owned Small Business Enterprise

The Office has not established a veteran-owned small business enterprise (“VSBE”) subcontractor participation goal for this solicitation, but Offerors are encouraged to work with certified VSBE subcontractors. A VSBE must be verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs. The VSBE list is at: <http://www.va.gov/osdbu/>.

2.18 No Guarantee of Work

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

2.19 Order of Precedence

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

1. the executed Contract;
2. the RFP; and
3. the Offeror's proposal.

The Office will not accept any modifications to the order of precedence provision of this solicitation. If the Offeror proposes any terms and conditions inconsistent with the requirements of the solicitation, the Offeror must clearly state those terms and conditions in its proposal.

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SECTION III. SCOPE OF SERVICES AND REQUIREMENTS

3.1 Introduction

The Office is seeking one or more brokers to represent the State for coverage needs in the areas of property/package insurance coverage (Category A - Excess Blanket Property and Related Coverages and/or Category B - Bridges and Tunnels Property), as described in Section 3.5. The selected insurance broker(s) will market the existing policies, as well as any policies added in the future, present the Office with competitive quotes and recommendations, place and service the policies each year. This will include any related coverage additions and services for the Contract period. Offerors are encouraged to submit proposals for either Category A or Category B coverage, or both. The Office may award a contract for both Category A and Category B or may award two separate contracts.

3.2 Minimum Qualifications

To be considered for a Contract, the insurance broker must:

- 3.2.1. Designate an employee to handle our coverage that has a minimum of 10 years' experience in the commercial property/package insurance coverages for large commercial multi-layered placements.
- 3.2.2. Provide evidence of Professional Errors and Omissions Liability insurance (current certificate of insurance) with a limit of liability of at least \$10,000,000 per occurrence and maintain such insurance, at all times during the term of the Contract. Such insurance coverage shall be with an insurance company with a Best's Rating of "A" or greater. If the Errors and Omissions insurance carrier is Lloyd's of London, include the Lloyd's of London syndicate(s) Best Rating also.
- 3.2.3. Provide evidence of Cyber/Network Security/Privacy Liability insurance (current certificate of insurance) with a limit of at least \$10,000,000 per occurrence and maintain such insurance at all times during the term of the Contract. Such insurance coverage shall be with an insurance company with a Best's Rating of "A" or greater and include The State of Maryland as additional insured.
- 3.2.4. Confirm it has and will maintain all necessary permits and licenses required by local, State, Federal and /or International laws.

3.3 Insurance Broker Services

With respect to the coverages identified in Sections 3.5 through 3.6 below, as well as any related coverages requested by the Office to be added in the future, the selected insurance broker shall be responsible for providing the following services to the Office:

- 3.3.1. Marketing and obtaining quotations for each policy, reporting on an insurer's financial status, and placing and servicing the desired insurance coverages.
- 3.3.2. Annually providing carrier loss runs covering minimum of five years for each policy at least 60 days before expiration of each coverage, including any prior year with open losses. If HIPPA prohibits detailed loss runs, the carrier or broker shall provide the loss run information without claimant names but shall still include status, number of claims, and paid, reserved, and incurred dollars. If for any reason a carrier will not provide this information, the broker must write to the Director of Insurance to explain why loss runs cannot be supplied and request an exception to this requirement. The Office may change the loss frequency at its discretion, at any time. Where possible, loss runs should be provided in Excel format.
- 3.3.3. Act as an advocate for the Office in communications with the insurers, intermediaries, and any other subcontractors. The Insurance Broker is expected to negotiate with insurance brokers and intermediaries to obtain the lowest possible fees.
- 3.3.4. Offer creative solutions and innovative suggestions for the Office to consider.
- 3.3.5. Submit a semi-annual stewardship reports to include property/package coverages. The reports should outline intended activities on behalf of the State for the upcoming six (6) months and include the status of all items in the prior six (6) month report. Reports are due two (2) weeks after the end of each six (6) month calendar year period.
- 3.3.6. Review and verify insurance documents received from insurers for accuracy, request any needed corrections and ensuring receipt of any corrections from the insurance company.
- 3.3.7. Act as a liaison with insurers on loss control inspections and recommendations, if any.
- 3.3.8. Provide electronic copies of all policies (carrier or broker provided) within 90 days of renewal date. All coverages placed with multiple layers must include a graphic display of the placement showing carriers, limits, policy numbers, and premiums per layer.
- 3.3.9. Obtain policy endorsements as requested. The Office needs an electronic copy of each endorsement (carrier or broker provided).
- 3.3.10. Prepare and mail original certificates of insurance, providing an electronic copy to the Office and the applicable State agency as requested.
- 3.3.11. Develop a renewal strategy for upcoming renewals to be presented in writing to the Office a minimum of 90 days before expiration.

- 3.3.12. Include and identify any intended intermediaries (who will be considered subcontractors under the Contract) used in the quote process and disclosing, where available, the full commission rate and the anticipated negotiated rate of commission. When commission rates are not available, the insurance broker must provide an explanation to the State for the reason the commission rate is not available.
- 3.3.13. 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.
- 3.3.14. Provide renewal quotes on all policies preferably 45 days before expiration. All quotes must include the insurance broker's recommendation, with the supporting reasons for that recommendation, the final intermediary used, if any, and the final negotiated intermediary commission rate, if available. Where there are an adequate number of markets to do so, provide multiple quotes (a minimum of three) for competitive purposes. If a broker has been delegated authority by an insurance carrier to provide quotes on the carrier's behalf, then the broker's quote letter is acceptable. In the event this requirement is not possible or recommended, the insurance broker must submit a letter of explanation/recommendation to the Contract Officer on or before 90 days prior to the coverage expiration to obtain acceptance or denial of the recommendation. Where a carrier declines to offer a quote on coverage, the insurance broker must provide documentation from each carrier indicating why they chose not to quote.
- 3.3.15. Carriers may contact the insurance broker to quote on a coverage. The insurance broker must document all contacts from qualified and non-qualified carriers and must provide information to the Office on the results.
- 3.3.16. Provide risk management and professional services, including, but not limited to, minimizing loss potential or liability inspections, and transfer of risk techniques.
- 3.3.17. 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.
- 3.3.18. Assist the Office with training classes for State agency personnel as needed.
- 3.3.19. Provide periodic benchmarking information on limits, deductibles, and coverages.
- 3.3.20. When requested by the Office, offer guidance on State Agency RFP insurance requirements.
- 3.3.21. Provide a chart (preferably in Excel) in **each renewal** proposal to exhibit the expiring coverages, limits, deductibles, rate, and premiums as compared with all the renewal

quotes being offered.

- 3.3.22. Provide answers to the Office and obtain clarification from insurers, underwriters or adjusters regarding coverage or claims questions.
- 3.3.23. Provide a Binder of Insurance, electronically, prior to the effective date for all policies.
- 3.3.24. Provide a commercial claim reporting process within fifteen (15) days of binding, which includes but is not limited to, the parties to which claims should be reported, their respective company/carrier and position, those parties' contact information, including email addresses, and the format and required information for the claims report.
- 3.3.25. Notify the Office forty-five (45) days prior to the renewal strategy presentation date whether a State generated loss history is required for the renewal. This request should include all necessary data required to complete the renewal strategy.

3.4 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 the Offeror's procedures to ensure Contract compliance.

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3.5 Summary of Property/Package Insurance Coverages Required

Brokers are encouraged to submit a proposal for Category A – Excess Blanket Property and Related Coverages and/or Category B – Bridges and Tunnels Property.

CATEGORY A **EXCESS BLANKET PROPERTY AND RELATED COVERAGES**

Summary of Coverage Needs (Full details to be provided to selected broker. The State will consider any and all deductible options).

I. Blanket Excess Property Coverage – **First Effective Policy - April 1, 2021**

Insured: State of Maryland

A. Scope of Operations:

Excess coverage which covers real, and personal property owned, in the care, custody and control of, or operated by the State, including but not limited to office complexes, universities, hospitals, airports, correctional facilities, warehouses, military facilities, rail systems, port facilities, armories and stadiums.

B. Summary of Coverage and Limits:

1. Limits and sub limits:

\$500,000,000 excess of primary deductibles any one occurrence for all perils, coverages and locations combined and subject to the certain sub-limits, policy terms, conditions and exclusions.

Sub-limits include, but are not limited to:

- \$250,000,000 per occurrence as respects the University of Maryland Sodium Experiment
- \$138,126,537 Reproduction Cost for the State House situated at 100 State Circle, or \$10,000,000 maximum if not replaced
- \$19,670,705 Reproduction Cost for Davidge Hall situated at 555 Lombard Street
- \$50,000,000 Per occurrence and in the aggregate - Flood excluding 100-year zones
- \$10,000,000 Per occurrence and in the aggregate - Flood in 100-year zones
- \$75,000,000 Per occurrence and in the aggregate - Earthquake
- \$25,000,000 Newly acquired locations subject to ninety (90) day reporting
- \$25,000,000 Property in Course of Construction and/or During Erection, Assembly and/or Installation
- \$1,250,000 Soft Costs

- \$10,000,000 Ordinance or Law – combined A, B & C
- \$10,000,000 Service Interruption including Transmission/Distribution Lines
- \$10,000,000 Radioactive Contamination
- \$10,000,000 Miscellaneous Unnamed Locations
- \$10,000,000 Accounts Receivable
- \$10,000,000 Valuable Papers
- \$10,000,000 Extra Expense
- \$10,000,000 Expediting Expense
- \$5,000,000 Transit
- \$5,000,000 Green Upgrades
- \$5,000,000 Fine Arts
- \$1,000,000 Civil Authority
- \$1,000,000 Ingress/Egress

As respects to EDP ONLY the following limits apply:

- \$140,000,000 Any one occurrence, not to exceed:
 - \$138,617,606 Any one occurrence at 707 N. Calvert Street, Baltimore, MD 21201
 - \$50,000,000 Any one building
 - \$ 5,000,000 Extra Expense
 - \$ 5,000,000 Coverage in Foreign Locations
 - \$ 5,000,000 Transit
 - \$ 2,000,000 Lottery Equipment
 - \$ 1,000,000 Mobile Equipment
 - \$ 100,000 Business Interruption
 - \$ 25,000 Per occurrence as respects Fire Department Charges
 - \$ 25,000 Per occurrence as respects Inventory
 - \$ 10,000 Per occurrence as respects Fire Protective Equipment

2. Deductibles:

- \$2,500,000 self-insured retention with \$10,000,000 annual aggregate. (\$100,000 Maintenance Deductible applies, once aggregate is exhausted)
- Wind: 2% of TIV at each location involved in loss or damage, subject to a minimum of \$2,500,000 any one occurrence for locations in Tier 1 counties.
- As respects EDP ONLY the following deductibles apply:
 - \$100,000 per occurrence, except;
 - \$100,000 Flood, except;
 - \$500,000 Flood Zones A, B or Shaded X
 - \$100,000 Earthquake
 - \$ 10,000 ARAN Equipment
 - \$ 1,000 Foreign Locations
 - \$ 1,000 Lottery Equipment, except;
 - \$ 25,000 At Maryland State Lottery Plaza, Office Ctr., Reisterstown Rd.

3. Total insured value for 4-1-2019/2020 is \$45,721,004,231

C. Carriers and Carrier Losses Incurred:

4-1-2019/2020	Lexington (lead)	\$3,000
4-1-2018/2019	Lexington (lead)	\$18,227
4-1-2017/2018	Lexington (lead)	\$1,761,129
4-1-2016/2017	Lexington (lead)	\$53,190
4-1-2015/2016	Lexington (lead)	\$2,554,145

**II. Terrorism for Excess Property
First Effective Policy – October 13, 2021**

Insured: State of Maryland

A. Scope of Operations:

The State of Maryland operations include but are not limited to universities, hospitals, airports, correctional facilities, warehouses, military facilities, rail systems, port facilities, armories and stadiums.

B. Summary of Coverage and Limits:

Terrorism and/or Sabotage Insurance Property Damage and Time Element Insurance for foreign and domestic acts of terrorism. Coverage also includes Chemical, Biological, Radiological and Nuclear direct physical loss or damage, including Blast Damage as well as Malicious Act Insurance at either an insured location or within proximity of an insured location. Coverage applies to State owned real and personal property while located within the United States of America. Property includes the MDTA Toll Bridges, Tunnels, and roads (including toll express lanes and ICC) and “non-major structures” that are essential to maintain access to the toll facilities.

1. The limit is \$300,000,000 excess of \$100,000 PD/BI combined any one Occurrence of Terrorism and/or Sabotage Property Damage and Time Element.
2. Malicious Chemical, Biological, Radiological and Nuclear limit is \$1,000,000 excess of \$10,000 any one Occurrence.
3. Malicious Act limit is \$5,000,000 excess of \$25,000 any one Occurrence.

C. Previous Carriers and Losses Incurred:

10-13-2019/2021	Lloyds of London	\$0
10-13-2018/2019	Lloyds of London	\$0
10-13-2017/2018	Lloyds of London	\$0
10-13-2016/2017	Lloyds of London	\$0
10-13-2015/2016	Lloyds of London	\$0

III. Boiler and Machinery Coverage
First Effective Policy - September 30, 2021

Insured: State of Maryland

A. Scope of Operations:

The boiler and machinery coverage are Statewide with concentrations in Baltimore City, College Park, and Annapolis. Objects are located in over 5,000 buildings. The locations include, but are not limited to, universities, airports, office complexes, hospitals, office complexes, warehouses, rail systems, port facilities, correctional facilities, military facilities, armories and stadiums. Objects include boilers and pressure vessels, a large number of heating, ventilation, and air conditioning units.

B. Summary of Coverage, Limits, and Services:

Comprehensive boiler and machinery coverage on a blanket basis covering all objects owned, leased, or under the direct control of the State.

1. Limits and Sub limits:

\$150,000,000, Property Limit including Property Damage, Business Income, and Extra Expense

Sub limits include, but are not limited to:

\$10,000,000	Expediting Expenses
\$ 5,000,000	Spoilage
\$10,000,000	Ordinance or Law
\$ 1,000,000	Ammonia Contamination
\$ 2,500,000	Hazardous Substance
\$ 5,000,000	Water Damage
\$ 5,000,000	Unnamed Locations

2. Deductibles:

\$ 250,000 Combined Deductible, with exception to Water Damage;
\$ 1,000,000 Water Damage Deductible for State Universities and Colleges

3. Services will include timely inspections and reporting of all objects required to be inspected under the State of Maryland Boiler and Pressure Vessel Safety Act and Code of Maryland Regulations.

4. Boiler Safety Seminar to be provided annually upon request. The presentation shall include maintenance, safety, and code issues for State facilities and safety personnel.

5. Reports of location inspections and recommendation status on a quarterly basis, at a minimum.
6. Ten (10) days of annual infrared testing is to be included in the premium.

C. Previous Carriers and Incurred Losses:

9-30-2019/2020	Travelers	\$ 0
9-30-2018/2019	Travelers	\$ 5,274
9-30-2017/2018	CNA	\$ 35,944
9-30-2016/2017	CNA	\$ 175,175
9-30-2015/2016	CNA	\$5,768,583

CATEGORY B
BRIDGES AND TUNNELS PROPERTY

Summary of Coverage Needs (Full details to be provided to selected broker. The State will consider any and all deductible options).

Maryland Transportation Authority (MDTA)
Bridges and Tunnels – Property, First Effective Policy - December 1, 2020

Insureds: The Bank of New York, as Trustee under the Second Amended and Restated Trust Agreement dated as of September 1, 2007, by and between the Authority and the Trustee, as amended by the First Supplemental Trust Agreement dated as of March 1, 2008, the Second Supplemental Trust Agreement dated as of April 29, 2008, the Third Supplemental Trust Agreement dated as of December 1, 2008, the Fourth Supplemental Trust Agreement dated as of December 1, 2009, the Fifth Supplemental Trust Agreement dated as of July 1, 2010, the Sixth Supplemental Trust Agreement dated as of February 1, 2012, the Seventh Supplemental Trust Agreement dated as of July 1, 2017, and the Eighth Supplemental Trust Agreement dated as of June 1, 2019, as their respective interest may appear.

A. Scope of Operations:

Since 1971, MDTA has been responsible for constructing, managing, and operating the State’s toll facilities, as well as financing new revenue producing transportation projects. MDTA currently has jurisdiction over five (5) Toll Bridges, two (2) Tunnels, and numerous roads (including toll express lanes and ICC) and “non-major structures” that are essential to maintain access to the toll roads and facilities. Day to day maintenance of the facilities is provided by MDTA staff. Large scale maintenance projects, such as resurfacing, are performed by qualified contractors. A nationally recognized consulting engineering firm inspects each of MDTA toll bridges and tunnel facilities annually and recommends an intermediate to long range maintenance program.

B. Summary of Coverage and Limits:

All risks of direct physical loss or damage to the property, including specified non-major structures, and excluding terrorism that is insured separately.

1. Limits and sub limits:

- \$350,000,000 Per occurrence
- \$350,000,000 in the aggregate for Flood
- \$350,000,000 in the aggregate for Earthquake

Sub limits include, but are not limited to:

- \$50,000,000 Newly acquired locations
- Lesser of 25% of loss or \$25,000,000 maximum Debris Removal
- \$10,000,000 Expediting Expense
- \$10,000,000 Extra Expense
- \$10,000,000 Demolition and Increased Cost of Construction
- \$ 1,000,000 Radioactive contamination per occurrence/annual aggregate
- \$ 500,000 Errors & Omissions
- \$ 250,000 Pollution or Contamination Cleanup

2. Deductibles:

Two (2) percent of the value of the damaged structure, subject to a minimum deductible of \$1,000,000. This applies to all covered losses including loss or damage caused by or resulting from: earth movement, flood, water damage, and named windstorm.

Loss of Revenue deductible is ten (10) days.

Maximum Property Damage and Loss of Revenue combined deductible is \$15,000,000.

3. Property insured:

“Scheduled property structures and loss of revenue resulting from the necessary total or partial suspension of use of the property insured which results from an insured peril and occurring during the term of the policy”.

4. Valuation:

Replacement Costs if replaced, otherwise Actual Cash Value for Property Damage.
Actual loss sustained – Loss of Revenue

5. Coinsurance - Waived

C. Previous Carriers and Carrier Losses Incurred:

12-1-2019/2020	Chubb/ACE	\$TBD
12-1-2018/2019	Various	\$0
12-1-2017/2018	Various	\$0
12-1-2016/2017	Various	\$0

3.6 General Terms for all Policies

1. Policy Cancellation: 90-day cancellation clause required from carrier for non-renewal.
2. The policy and any endorsement may not be modified except by mutual agreement and written instrument.
3. At the discretion of the Treasurer or the Treasurer’s designee, policy effective dates and/or expiration dates may be modified, pending Insurance carrier’s consent.

3.7 Term

The term for the Contract for Insurance Broker Services for Property/Package Insurance Coverages will be September 1, 2020 through August 31, 2024 with up to two (2) consecutive one-year renewal options exercisable at the sole discretion of the Treasurer or the Treasurer’s designee. The first policy effective dates under the Contract are as specified in Sections 3.5. Insurance Broker Services provided under the Contract shall continue for any coverage placed within the term of the Contract until the expiration of the policy.

3.8 Compensation

For each coverage obtained on behalf of the State by the Contractor, the Office shall be responsible for paying the insurance broker services fee for each policy as well as the premiums relating to any coverage placed under the Contract. The Office will not pay any insurance broker services fee for quotes for new coverage unless and until the coverage is purchased, or for any renewal quotes where a decision is made not to renew the coverage for any reason. A decision not to renew coverage would be an unusual occurrence.

Generally, the Contractor will be responsible for submitting invoices for payment of broker services fees and premiums; however, in certain limited circumstances when payment of premiums may not be made directly to Contractor in order to comply with certain regulatory requirements, invoices for premiums may be submitted by a subcontractor approved by the Office. Approved subcontractors to whom such payment must be made directly will typically be intermediaries operating in foreign countries and are sometimes referred to as “Billing Subcontractors.” All Billing Subcontractors must be identified on Exhibit G to the Contract (Appendix E to the RFP), which may be amended from time to time. In all cases, properly submitted invoices will be paid within 30 days of receipt by the Office.

For coverages in existence at the time of this RFP, the broker services fee shall be as specified in the Contract (or in the case of any multi-year policy, **one** broker services fee will apply for that entire coverage **term and be invoiced only at inception**). For new or added policies, the Contractor agrees to negotiate with the Office in good faith to determine a reasonable broker services fee for such coverage to be in effect for the remainder of the Contract term.

Each invoice for services rendered and/or for premiums to be paid must reflect the federal tax identification number of the Contractor or approved Billing Subcontractor. 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.

When insurance broker services fees specified in the Contract (or as negotiated for multi-year, new or added policies) and/or premiums are paid directly to the Contractor, the Contractor 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 coverage(s). If for any reason a policy for which the premium is paid directly to the Contractor cannot be written net of commission, any earned commission in excess of the insurance broker fee must be returned to the State. Notwithstanding anything to the contrary contained in the RFP or Contractor's Price Proposal, in the event that payment of a premium is made to a Billing Subcontractor instead of the Contractor in order ensure compliance with regulatory requirements, the Contractor shall not be obligated to return to the State any commission that is paid to such Billing Subcontractor.

Insurance broker services fees are all inclusive. The Office will not pay travel expenses or express mail or other administrative expenses of the Contractor.

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 Contractor shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form may be downloaded from:
http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

3.9 Staffing Requirements

The Office expects that personnel will be assigned to the account as described in Section 4.3.3 in 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

4.1 Transmittal Letter

The Offeror must include 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 proposal. This transmittal letter should acknowledge the receipt of addenda to the RFP and to 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.

4.2 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 proposal. Consequently, each proposal must be submitted in two volumes as indicated below.

4.3 Volume I - Technical Proposal

The volume containing the technical proposal shall be labeled "Maryland State Treasurer's Office RFP for Insurance Broker Services for Property/Package Coverages [Category A and/or B] - Technical." The technical proposal volume shall contain the transmittal letter (Section 4.1), the completed Bid/Proposal Affidavit (Appendix B) and Minority Business Enterprise Forms (Appendix F). The proposal must include responses to the Minimum Qualifications in Section 3.2.

The technical proposal volume should be prepared in a clear and concise manner. Offerors submitting proposals for Insurance Broker Services for Property/Package Coverages need to address the information requested in sections 4.3.1 through 4.3.8 below.

4.3.1. 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.

4.3.2. Offeror's Qualifications

- A. Each Offeror shall specifically and clearly provide brief supporting statements describing how the Offeror meets the Minimum Qualifications cited in Section 3.2.

- B. Each Offeror shall provide Professional Errors and Omissions Liability carrier's current Best's Rating. If the errors and omissions insurance carrier is Lloyd's of London, or partly Lloyd's of London, include the Lloyd's of London syndicate(s) Best Rating also.

4.3.3. Proposed Personnel

Indicate the way you would organize your firm's resources to provide the appropriate assistance to the Office by including responses to the following:

- A.
 - (i) Identify the individual(s) who will be assigned as the principal broker(s) to the account and define their position(s) with the firm;
 - (ii) How many years' experience does everyone have in providing insurance broker services for the relevant coverage (see Section 3.2 Minimum Qualifications);
 - (iii) What is everyone's availability to work on this account; and
 - (iv) What is the nature of their expertise and roles with respect to the relevant coverage.
- B. Identify other personnel that will be assigned to the relevant account, their availability to work on this account, and their expertise in the relevant coverage.
- C. In a chart format, indicate how you expect to assign the services listed in Section 3.3 to the firm's personnel assigned to the Contract, and to the MBE firms, if any, which will be providing services.
- D. Identify any other personnel that you might propose to be assigned to this account if the individual(s) listed above are not available.
- E. Provide resumes of the individuals listed in 4.3.3 A and B.

4.3.4. Firm's Insurance Broker Services Experience

- A. Provide the name of at least two public entity customers (preferably state), for which your firm has served as a primary insurance broker in each coverage since January 1, 2017 in each coverage (Category A- Excess Property and Related coverages or Category B- Bridges and Tunnels Property) and indicate how they are similar to the State of Maryland.
- B. Select two of the customers listed above and discuss the experience gained from working for these customers relates to the services requested by the Office. If you are submitting proposals for both Category A - Excess Property and Related Coverages and Category B - Bridges and Tunnels Property, please ensure your discussion in each proposal is applicable to the specific services

proposed. Indicate any unusual or exceptional problems, conditions, or situations that your firm faced and solved.

4.3.5. Firm Capabilities

- A. Each Offeror shall provide in its proposal confirmation of their ability to perform each of the services listed in Section 3.3 Insurance Broker Services;
- B. Describe your firm, including when organized, corporate structure, and type of ownership.
- C. If the Office will be required to make direct payment of premiums as a result of regulatory requirements to subcontractors, including intermediaries, please describe the regulatory requirements necessitating this arrangement.
- D. Provide any further information considered pertinent in describing your firm's capabilities.

4.3.6. Client References

- A. Provide at least two client reference (preferably state or other public entity) for the relevant coverages (i.e. property/package) for which the Offeror provides broker services. The list must include coverages you currently write that are like the coverages requested in this RFP.
- B. Furnish company name, and contact name title, and telephone number for each client reference.

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

4.3.7. Economic Benefits to the State of Maryland

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, using 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.

4.3.8. Rationale for Appointment

Present the case for Offeror's appointment as the insurance broker. The Offeror may include in this section any additional material it deems relevant or appropriate.

4.4 Volume II - Price Proposal

The volume containing the price proposal shall be labeled "Maryland State Treasurer's Office RFP for Insurance Broker Services for Property/Package Coverages – Price," The Offeror's price proposal must be in a separate sealed envelope from the corresponding technical proposal. The price proposal must consist of a completed and signed Price Proposal which provides the proposed annual fee for insurance broker services. This Price Proposal form is included as Appendix A 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.

Note: The Price Proposals are evaluated following the evaluation of the Technical Proposals. Therefore, no reference to price may be identified within the Technical Proposal. See Section V for Evaluation and Selection Procedure.

4.5 Disclosures

Provide a written statement disclosing 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.

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SECTION V. EVALUATION AND SELECTION PROCEDURE

5.01 Qualifying Proposals

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

5.2 Evaluation Committee and Evaluation Criteria

An Evaluation Committee appointed by the Treasurer or the Treasurer's designee will evaluate all qualifying proposals (those proposals that are reasonably susceptible to selection for Contract award) received by the submission deadline. The Evaluation Committee will rank the proposals and make a recommendation for award based on (1) technical merit (see Section 5.3 below), as demonstrated in the technical proposal and oral presentations, if any, 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.

5.3 Technical Evaluation

After the Procurement Officer identifies the qualifying proposals the Evaluation Committee will conduct an initial evaluation of the technical merit of each qualifying proposal based on the information provided in the proposal in response to subsection 4.3 Volume I – Technical Proposal, above. The Evaluation Committee's final technical evaluation may include information obtained during oral presentations, if any.

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

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

5.4 Price Evaluation

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

5.5 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.

5.6 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 and will make a recommendation to the Procurement Officer for award of the Contract to that responsible Offeror or Offerors whose proposals is determined to be the most advantageous to the State based on the results of the final technical and price evaluations. Contract award, if any, is subject to the approval of the State Treasurer or the Treasurer's designee upon the recommendation of the Procurement Officer.

5.7 Debriefing of Unsuccessful Offerors

The Office will conduct a debriefing for an unsuccessful Offerors, provided the Procurement Officer receives a written request within a reasonable period after sending notice of a final determination of award. The Office shall honor requests for debriefings at the earliest feasible time after the request has been received. The Office shall hold debriefings in accordance with COMAR 21.05.03.06.

5.8 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.

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 the terms of an Offeror's proposal with qualified Offerors or potentially qualified Offerors, (i.e., which are reasonably susceptible of being selected for award). If conducted, 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 proposal with the selected Offeror.

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APPENDIX A

PRICE PROPOSAL FORM INSTRUCTIONS

1. Offerors must submit their price proposals on Price Proposal Form for Insurance Broker Services for Property/Package Coverages – Category A – Excess Blanket Property and Related Coverages (Appendix A-1) and Category B – Bridges and Tunnels (Appendix A-2), in accordance with these instructions and as specified on the form.
2. The price proposal must be separately sealed as directed in Section 1.8 Submission Requirements and Deadline and Section 4.4 Volume II – Price Proposal.
3. The submitted price proposal(s) need to be completed and signed by an individual who is authorized to bind the firm to all rates offered.
4. All data and information included on the price proposal form(s) is for price evaluation purposes. The State reserves the right, at its sole discretion, to purchase or not to purchase any services for which offers are solicited under this RFP.
5. 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.
5. Nothing shall be entered on any price proposal form that alters or proposes conditions or contingencies on the proposed prices.

**APPENDIX A-1
PRICE PROPOSAL - CATEGORY A**

**RFP for Insurance Broker Services for Property/Packages Coverages, Category A -
Excess Blanket Property and Related Coverages, RFP # PROP/PKG-03312020**

Firm Name

Address

City, State, Zip

ANNUAL insurance broker fee (all inclusive) for insurance broker services for the State of Maryland Property/Package Coverages for the initial term and for all subsequent annual terms.

Category A

- | | |
|-------------------------------------|----------|
| I. Blanket Excess Property Coverage | \$ _____ |
| II. Terrorism for Excess Property | \$ _____ |
| III. Boiler & Machinery Coverage | \$ _____ |

For each policy obtained on behalf of the State under the Contract, the Office shall be responsible for paying the insurance broker services fee listed above as well as the applicable premiums. The insurance broker shall not be entitled to accept any other form of compensation in connection with the services provided under the Contract other than the insurance broker services fees listed above (or as negotiated for multi-year, new or added policies).

When insurance broker services fees specified in the Contract (or as negotiated for multi-year, new or added policies) and/or premiums are paid directly to the Contractor, the insurance 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 for which the premium is paid directly to the Contractor cannot be written net of commission, any earned commission in excess of the insurance broker fee must be returned to the State.

Notwithstanding anything to the contrary contained in this RFP or Contractor's Price Proposal, in the event that payment of a premium is made to a Billing Subcontractor (as defined in the RFP) instead of the Contractor in order ensure compliance with regulatory requirements, as permitted under the Contract and specified in Appendix A of the Contract,

Appendix A-1 (Category A) – Price Proposal
RFP #PROP/PKG-03312020
(continued)

which may be amended, the Contractor shall not be obligated to return to the State any commission that is paid to such Billing Subcontractor.

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 A-2
PRICE PROPOSAL - CATEGORY B**

**RFP for Insurance Broker Services for Property/Package Insurance Coverages,
Category B- Bridges and Tunnels Property Coverages
RFP #PROP/PKG-03312020**

Firm Name

Address

City, State, Zip

ANNUAL insurance broker fee (all inclusive) for insurance broker services for the State of Maryland Property/Package Insurance Coverages, Category B - Bridges and Tunnels Property Coverage, for the initial term and for all subsequent annual terms.

Category B

Maryland Transportation Authority (MDTA)
Bridges and Tunnels Property

\$ _____

For each policy obtained on behalf of the State under the Contract, the Office shall be responsible for paying the insurance broker services fee listed above as well as the applicable premiums. The insurance broker shall not be entitled to accept any other form of compensation in connection with the services provided under the Contract other than the insurance broker services fees listed above (or as negotiated for multi-year, new or added policies).

When insurance broker services fees specified in the Contract (or as negotiated for multi-year, new or added policies) and/or premiums are paid directly to the Contractor, the insurance 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 for which the premium is paid directly to the Contractor cannot be written net of commission, any earned commission in excess of the insurance broker fee must be returned to the State.

Notwithstanding anything to the contrary contained in this RFP or Contractor's Price Proposal, in the event that payment of a premium is made to a Billing Subcontractor (as defined in the RFP) instead of the Contractor in order ensure compliance with regulatory requirements, as permitted under the Contract and specified in Appendix A of the Contract,

Appendix A-2 (Category B) – Price Proposal
RFP #PROP/PKG-03312020
(continued)

which may be amended, the Contractor shall not be obligated to return to the State any commission that is paid to such Billing Subcontractor.

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 B

**BID/PROPOSAL AFFIDAVIT
(To be submitted with the Technical Proposal)**

A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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 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. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

I FURTHER AFFIRM THAT:

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

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence

or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

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

O. ACKNOWLEDGEMENT

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

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

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____

Date: _____

APPENDIX C
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 items):

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

and is registered or qualified as required under Maryland Law.

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

Name and Department ID: Number: _____

Address: _____

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

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 2020, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____

Date: _____

APPENDIX D

FORM OF

CONTRACT FOR

**INSURANCE BROKER SERVICES FOR
PROPERTY/PACKAGE COVERAGES
(Category A and/or B)**

BETWEEN

MARYLAND STATE TREASURER'S OFFICE

AND

[FIRM NAME]

CONTRACT

THIS CONTRACT (the "Contract") is made as of the ___ day of _____, 2020, 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 [Category A and/or Category B] property/package coverages as described in this Contract, which includes the following exhibits:

- Exhibit A: The Office Request for Proposals ("RFP") for Insurance Broker Services for Property/Package Coverages, RFP #PROP/PKG-03312020 dated ___;
- Exhibit B: Questions and Answers in reference to the RFP dated ___;
- Exhibit C: Contractor's Proposal for _____ coverage dated ___;
- Exhibit D: Contractor's Price Proposal for _____ coverage dated ___;
- Exhibit E: Contractor's Oral Presentation dated ___;
- Exhibit F: Bid/Proposal Affidavit and Contract Affidavit; and
- Exhibit G: Approved Billing Subcontractors/Intermediaries as completed and signed.

- 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 unilaterally may, at any time, make changes in the work within the general scope of the Contract by written order designated or indicated to be a change order. 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 September 1, 2020 and ending August 31, 2024. Contractor shall continue to provide insurance 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 subsequent one-year renewal options, which may be exercised at the sole discretion of the Treasurer or the Treasurer's Designee.
- 2.3. Contractor shall continue to provide insurance broker services for any Coverages placed within the term of the Contract until the expiration of those Coverages and all the provisions of this Contract shall continue to apply with respect to the Broker Services relating to such coverages.
- 2.4. The provisions of Sections 4.1 (Liability), 4.5 (Disputes), 4.6 (Maryland Law Prevails), 4.21 (Retention of Records/Audit), 4.25 (Ownership of Documents and Materials), and 4.26 (Patents, Copyrights and Trade Secrets) 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 cooperate and 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 be responsible for paying 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 including any renewal option periods. Further, the Office shall be responsible for paying the premiums relating to any coverage placed under the Contract.
- 3.2. Notwithstanding anything to the contrary contained in the RFP or Contractor's Price Proposal [Best and Final], in the event that payment of a premium is required to be made directly to a Billing Subcontractor (as defined below) instead of the Contractor in order ensure compliance with regulatory requirements, the Contractor shall not be obligated to return to the State any commission that is paid to Billing Subcontractor.

- 3.3 Except as provided in Section 3.6 below, payments to the Contractor pursuant to this Contract will be made no later than 30 days after receipt by the Office's Accounts Payable Division of a properly payable invoice, as described below. The Office may be required to pay policy premiums in less than 30 days from the receipt of an invoice in order to comply with coverage dates.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued if it remains unpaid more than 45 days after receipt of a properly payable invoice; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
 - (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.
- 3.4. Generally, the Contractor will submit invoices for payment of broker services fees and premiums to the Office for payment to the Contractor; however, where applicable regulatory requirements necessitate direct payment of premiums to any Subcontractor(s) identified on Exhibit G (each, a "Billing Subcontractor"), Billing Subcontractor will submit an invoice to the Office for payment to Billing Subcontractor. Contractor agrees that payment by the Office of any invoice for premiums submitted to the Office by a Billing Subcontractor shall relieve Office from any obligation or liability to the Contractor for premiums referenced on such invoice. Further, Contractor agrees to release, indemnify, defend and hold harmless the State against any claims, expenses or losses arising out of the Office's payment of such invoice to Billing Subcontractor.
- 3.5. All invoices submitted for payment must clearly indicate the specific type of service provided and reflect the federal tax identification number of the party submitting the invoice for payment. The Contractor's federal tax identification number is _____. The federal tax identification numbers of each of the Billing Subcontractors, if any, are listed on Exhibit __.

3.5.1. 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

3.5.2. 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.

3.6 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. 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 shall be liable for and hereby agrees to indemnify and hold harmless the State (and its agencies, units or instrumentalities) from and against any and all losses, claims, damages, suits, actions, liabilities and/or expenses, including without limitation, attorneys' fees and disbursements of any character (collectively, "Losses") that arise from, are in connection with or are attributable to the Contractor's and/or its subcontractor's performance or nonperformance under this Contract.

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 shall be liable for and hereby agrees to indemnify and save harmless the State 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 its responsibilities 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, Section 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, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

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 Liquidated Damages for Non-Compliance

The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$15.00 per day until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$52.00 per MBE subcontractor.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a Contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- d. Failure to meet the Contractor's total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- e. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this Contract: \$56.00 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the Contract or by law.”

4.13. 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.

4.14. 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).

4.15. 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.

4.16. 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.

4.17. 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.

4.18. 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.

4.19. 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.

4.20. Political Contribution Disclosure

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

4.21. 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.

4.22. Compliance with Laws

The Contractor hereby represents and warrants that:

- 4.22.1. 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;
- 4.22.2. 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;
- 4.22.3. It shall comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract; and
- 4.22.4. 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.

4.23. 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.

4.24. Cost and Price Certification

- 4.24.1. 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.
- 4.24.2. 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.

4.25. 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.

4.26. Patents, Copyrights and Trade Secrets

4.26.1. 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.

4.26.2. 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 4.26.3 below.

4.26.3. 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.

4.27. Confidentiality

To the extent permitted by Maryland Law, including the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided 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 Section 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.

Signatures to Follow Next Page

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: _____

[Signatory]

[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:

David P. Chaisson
Assistant Attorney General

APPENDIX E
(to the RFP)

**Exhibit _ to Contract for Insurance Broker Services for Property/Package Coverages,
RFP #PROP/PKG-03312020**

Billing Subcontractors

Contractor has requested and the Office has approved the following subcontractors to be used in providing services under the Contract that are Billing Subcontractors under Article III, Section 3.2.2 of the Contract.

Legal Name of Billing Subcontractor(s)	Federal Tax Identification Number

4.3.3. With respect to each of the Billing Subcontractors, Contractor makes the following representations:

(a) The Billing Subcontractor is designated as such solely as a result of regulatory requirements that prohibit Contractor from receiving payment of premiums for coverages placed under the Contract. To the extent that premiums earned as a result of Billing Subcontractor's efforts may legally be paid to Contractor, Billing Subcontractor will not submit invoices to the Office for payment. In no event will Billing Subcontractor submit invoices to the Office for broker services fees.

(b) The Billing Subcontractor shall accept any payments from the State by electronic funds transfer unless the State Comptroller's Office grants an exemption, and the Billing Subcontractor has registered or requested and received an exemption using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Signatures on following page

Exhibit __ to Contract for Insurance Broker Services for Property/Package Coverage, RFP #PROP/PKG-03312020
Billing Subcontractors (continued)

ATTEST:

[Contractor's Legal Name]

By: _____
[Signatory]
[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

Date: _____

APPENDIX F

MBE ATTACHMENT F-1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

PART 1 - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit <https://www.census.gov/eos/www/naics/>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **CAUTION:** If the firm's NAICS Code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly

defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.
http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**

- ✓ **Regular Dealer** (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions.

Example for illustrative purposes of applying the 60% rule:

Overall contract value: \$2,000,000

Total value of supplies: \$100,000

Calculate Percentage of Supplies to overall contract value: \$100,000 divided by \$2,000,000 = 5%

Apply 60% Rule - Total percentage of Supplies/Products 5% x 60% = 3%

3% would be counted towards achieving the MBE Participation Goal and Subgoal, if any, for the MBE supplier in this example.

- ✓ **Manufacturer**: A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
 - ✓ **Broker**: With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
 - ✓ **Furnish and Install and other Services**: The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.
9. **Dually certified firms**. An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.

Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.

10. CAUTION: The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in PART 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in PART 2- for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in PART 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).
11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Overall Goal

Total MBE Participation: 25%

PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. PROP/PKG-03312020, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of **25%**.

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I **must** complete PART 3 - MBE Participation Schedule and Part 4 Signature Page in order to be considered for award.

OR

After making good faith outreach efforts prior to making this submission, 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 I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I **must** complete Part 3, the MBE Participation Schedule and Part 4 Signature Page for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award. I acknowledge that by checking this box and requesting a full waiver of the stated goal and the stated subgoal(s) if any, I **must** complete Part 4 Signature Page in order to be considered for award.

Additional MBE Documentation

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

- (a) Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C)

- (b) Outreach Efforts Compliance Statement (Attachment D-2);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments D-3A and 3B);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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.

Information Provided to MBE firms

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

PART 3 - MBE PARTICIPATION SCHEDULE

SET FORTH BELOW ARE THE (I) CERTIFIED MBES I INTEND TO USE, (II) THE PERCENTAGE OF THE TOTAL CONTRACT VALUE ALLOCATED TO EACH MBE FOR THIS PROJECT AND, (III) THE ITEMS OF WORK EACH MBE WILL PROVIDE UNDER THE CONTRACT. I HAVE CONFIRMED WITH THE MDOT DATABASE THAT THE MBE FIRMS IDENTIFIED BELOW (INCLUDING ANY SELF-PERFORMING MBE PRIME FIRMS) ARE PERFORMING WORK ACTIVITIES FOR WHICH THEY ARE MDOT-CERTIFIED.

Prime Contractor	Project Description	Project/Contract Number

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification </p> <p>NAICS code: _____</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p> <input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%) </p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers) ___%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ___% x 60% = ___%</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) ___%</p> <p>Description of the Work to be performed with MBE prime's own forces: _____</p>
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SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% X 60% = _____%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) _____%</p> <p>Description of the Work to be Performed: _____ _____</p>
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MBE Firm Name: _____

MBE Certification Number: _____

(If dually certified, check only one box.)

African American-Owned

Hispanic American- Owned

Asian American-Owned

Women-Owned

Other MBE Classification

NAICS code: _____

Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.

Supplier, wholesaler and/or regular dealer (count 60%)

Manufacturer (count 100%)

Broker (count reasonable fee/commission only)

Furnish and Install and other Services (count 100%)

Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.

A. Percentage amount of subcontract where the MBE Firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ___%

B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule).
Total percentage of Supplies/Products ___% X 60% = ___%

C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ___%

Description of the Work to be Performed:

MBE Firm Name: _____

MBE Certification Number: _____

(If dually certified, check only one box.)

African American-Owned

Hispanic American- Owned

Asian American-Owned

Women-Owned

Other MBE Classification

NAICS code: _____

Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.

Supplier, wholesaler and/or regular dealer (count 60%)

Manufacturer (count 100%)

Broker (count reasonable fee/commission only)

Furnish and Install and other Services (count 100%)

Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that for the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.

A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ___%

B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule).
Total percentage of Supplies/Products ___% X 60% = ___%

C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ___%

	Description of the Work to be Performed: _____
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ___%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ___% X 60% = ___%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker ___%</p> <p>Description of the Work to be Performed: _____</p>

CONTINUE ON SEPARATE PAGE IF NEEDED

PART 4 – SIGNATURE PAGE

**To complete Affidavit committing to MBE(s) or requesting waiver
Bidder/Offeror must sign below:**

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

D-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether the Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Offeror has made. The efforts employed by the Offeror should be those that one could reasonably expect the Offeror to take if the Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the Proposal items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to firms certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Offeror's Good Faith Efforts when the Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements

- (a) Certain procurements will include a list of Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
- (b) Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Offerors

- (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

- (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Offeror shall make all reasonable efforts to solicit those MBE firms.
- (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Offerors

- (a) When the procurement does not include a list of Identified MBE Firms, Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
- (b) Any MBE Firms identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:

- (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
- (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; and
- (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-Proposal meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate with Interested MBE Firms

Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
 - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. The Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for the Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
 - (c) percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) number of MBE firms that the Offeror solicited for that portion of the work;

- (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) number of quotes received by the Offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
 5. The Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.
 6. The “average of the other subcontractors’ quotes received” by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.
 7. The Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm’s capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement listing the reasons for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 - (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
 - (b) The MBE Firm’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Offeror made reasonable efforts to assist interested MBR Firms in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether the Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Offerors in meeting the contract. For example, when the apparent successful Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the goal. If the apparent successful Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, the Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 Business Days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a).
(Complete Outreach Efforts Compliance Statement - D-2).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations)**; and
 - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)

1. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
2. For each certified MBE Firm that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms proposing on the same or comparable work. **(Include copies of all quotes received.)**
3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

D-1B - Exhibit A MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm _____
(Name of Minority firm)

located at _____
(Number) (Street)

_____ was offered an opportunity to bid on
(City) (State) (Zip)

Solicitation No. _____ in _____ County by _____
(Name of Prime Contractor's Firm)

2. _____, is either unavailable for the work/service or unable to
(Minority Firm)

prepare a bid for this project for the following reason(s):

Signature of Minority Firm's MBE Representative **Title** **Date**

MDOT Certification # **Telephone #**

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor **Title** **Date**

D-1C GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		Solicitation #:

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed **Attachment D-1B**, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this **Attachment D-1C** Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company: _____
Company Name (please print or type)

By: _____
Signature of Authorized Representative

Printed Name

Title: _____

Date: _____

Company Address: _____

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 1 – IDENTIFIED ITEMS OF WORK OFFEROR MADE AVAILABLE TO MBE FIRMS

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		Solicitation #:

Identify those items of work that the Offeror made available to MBE Firms. This includes, where appropriate, those items the Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of Proposal items identified during the goal setting process as possible items of work for performance by MBE Firms, the Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does Offeror normally self perform this work?	Was this work made available to MBE Firms? If no, explain why not.
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Please check if Additional Sheets are attached.

PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
<i>Offeror Company Name, Street Address, Phone</i>		Solicitation #:

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (**Attachment D-1B - Exhibit A**). If the Offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification _____		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification _____		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT NUMBER:
<i>Offeror Company Name, Street Address, Phone</i>		Solicitation #:

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

This form must be completed if Part 1 indicates that an MBE quote was rejected because the Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from Proposal)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____ _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____ _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____ _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____ _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____ _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____ _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

D- 2 OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 Business Days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the Proposal submitted in response to Solicitation No. _____, I state the following:

- 1. Offeror identified subcontracting opportunities in these specific work categories:

- 2. Attached to this form are copies of written solicitations (with Proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

- 3. Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

- 4. **Please Check One:**

- This project does not involve bonding requirements.
- Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

5. **Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

D-3A CERTIFIED MBE SUBCONTRACTOR PARTICIPATION CERTIFICATION

INSTRUCTIONS:

PRIME CONTRACTOR: After completing SECTIONS A, B, and D, provide this form to *each* certified Minority Business Enterprise subcontractor (MBE) listed on the MBE Participation Schedule (Attachment D-1A) allowing sufficient time for the MBE to respond within the required timeframe.

CERTIFIED MBE SUBCONTRACTOR: Complete SECTION C to acknowledge and certify the information in SECTION A. Return the completed form directly to the Procurement Officer identified in SECTION D within 10 days after notice from the Prime Contractor of the State’s intent to award the Contract. Provide a copy to the Prime Contractor.

IF THIS FORM IS NOT RETURNED WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE PRIME CONTRACTOR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

SECTION A

Provided that (Prime Contractor) _____ is awarded the State contract in conjunction with Solicitation Number _____, (Prime Contractor) _____ intends to enter into a subcontract with (Certified MBE Subcontractor) _____ with MDOT Certification Number _____ committing to participation by (Certified MBE Subcontractor) _____ of at least \$ _____ which equals _____% of the Total Contract Value for the following products/services:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

The Contractor and certified MBE each acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. The Contractor and certified MBE each solemnly affirms under the penalties of perjury that: (i) the information provided in this Certified MBE Subcontractor Participation Certification is true to the best of its knowledge, information and belief, and (ii) 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 MBE in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the MBE to identify the MBE in its Bid/Proposal;
- (2) fail to notify the MBE before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the MBE in the performance of the Contract; or
- (4) pay the MBE solely for the use of its name in the Bid/Proposal.

PAGE 2 – CERTIFIED MBE SUBCONTRACTOR PARTICIPATION CERTIFICATION

SECTION B – Certified MBE Subcontractor

Signature of Representative:

Printed Name and Title:

MBE Firm's Name: _____

Federal Identification Number: _____

Street Address, City, State, Zip Code:

Phone: _____

Date: _____

SECTION C – Certified MBE Subcontractor

Signature of Representative:

Printed Name and Title:

MBE Firm's Name: _____

Federal Identification Number: _____

Street Address, City, State, Zip Code:

Phone: _____

Date: _____

SECTION D

This completed form is due to the Procurement Officer on or before:

Solicitation#: _____

Solicitation Title: _____

Agency/Dept.: _____

Procurement Officer: _____

Phone: _____

Email: _____

Street Address, City, State, Zip Code:

D3B MBE PRIME PROJECT PARTICIPATION CERTIFICATION

Please complete and submit this form to attest to each specific item of work that your MBE firm has listed on the MBE Participation Schedule (Attachment D-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$_____ which equals to ___% of the Total Contract Amount for performing the following goods and services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE Prime Contractor

Company: _____
Company Name (please print or type)

FEIN: _____

Company Address: _____

Phone: _____

Printed Name: _____

Title: _____

By: _____
Signature of Authorized Representative

Date: _____

D-4A

Prime Contractor Paid/Unpaid Invoice Report

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

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	Fax:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
<u>Invoice Amt</u>	<u>Date</u>	<u>Invoice Amt</u>
1.		1.
2.		2.
3.		3.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:

Signature: _____ Date: _____

(Required)

Print Name: _____ Title: _____

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

Maryland State Treasurer's Office
 80 Calvert Street
 Annapolis, MD 21401
 Phone: 410-60-7684

- If more than one MBE subcontractor is used for this contract, you must use separate **Attachment D-4A** forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in **Attachment D-4B**.
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Contract Monitor Name	Contracting Unit
Address	City, State, Zip
Email	Phone Number
Signature (Required)	Date

D-4B

MBE Prime Contractor Report

MBE Prime Contractor:	Contract #:
Certification Number:	Contracting Unit:
Report #:	Contract Amount:
Reporting Period (Month/Year):	Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals:
MBE Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Project Begin Date:
	Project End Date:

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	E-mail:

Invoice Number	Value of the Work	NAICS Code	Description of Specific Products and/or Services

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

_____	_____
Contract Monitor Name	Contracting Unit
_____	_____
Address	City, State, Zip
_____	_____
Email	Phone Number
_____	_____
Signature (Required)	Date

D-5

MBE Subcontractor Paid/Unpaid Invoice Report

Report #:	Contract #:
Reporting Period (Month/Year):	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:
MDOT Certification #:

Contact Person:					
Address:					
City:			State:		ZIP:
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments received from Prime Contractor during reporting period indicated above.			List dates and amounts of any unpaid invoices over 30 days old.		
	Invoice Amount	Date		Invoice Amount	Date
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		
Prime Contractor:			Contract Person:		

Return one copy of this form to the following addresses (electronic copy with signature and date is preferred):

Contract Monitor Name

Contracting
Unit

Address

City, State, Zip

Email

Phone Number

Signature (Required)

Date