

MARYLAND STATE TREASURER'S OFFICE

REQUEST FOR PROPOSALS

FOR

ARMORED COURIER SERVICES

RFP #ACS-10052020

DUE DATE: NOVEMBER 9, 2020

BY 1:00 PM EASTERN TIME

Issued: October 5, 2020

KEY INFORMATION SUMMARY SHEET

Maryland State Treasurer's Office Request for Proposals For Armored Courier Services

RFP #ACS-10052020

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: Anne Jewell, Procurement Officer
Louis L. Goldstein Treasury Building
80 Calvert Street, Room 109
Annapolis, Maryland 21401

Solicitation Issue Date: October 5, 2020

Pre-Proposal Conference October 15 at 11:00 a.m. Eastern Time
(See Section 1.7 for detail)

Deadline for Receipt of Questions: October 23, 2020

Proposal Due Date and Time: November 9, 2020 by 1:00 p.m. Eastern Time

Tentative Contract Award: December 15, 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. A prospective Offeror 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 INFORMATION

1.1 Summary Statement

The purpose of this Request for Proposals ("RFP") issued by the Maryland State Treasurer's Office (STO) is to solicit sealed proposals from qualified Offerors to provide armored car courier/security services to physically move deposits from various statewide locations to a Wells Fargo Cash Vault location or in the alternative a Wells Fargo Branch. The types of services STO is seeking are daily courier, mail options and remote cash safes to meet all service requirements for State agencies. The STO may award one or more contracts from qualified Offerors to meet the needs of the State.

1.2 Procurement Method

The STO will conduct this solicitation in accordance with the competitive sealed proposals process under COMAR 21.05.03 and may award one or more contracts arising out of this RFP (the "Contract").

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:

Director of Treasury Management
Maryland State Treasurer's Office
Louis L. Goldstein Treasury Building
80 Calvert Street, Room 109
Annapolis, Maryland 21401
Tel: (410)260-7129

1.5 Use of eMaryland Marketplace Advantage (eMMA)

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 immediately available to subscribers of 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 by going to: <https://procurement.maryland.gov>, click on "Login and Register for eMMA" under Quick Links to begin the process and then follow the prompts. Registration must be completed in order to receive a contract award.

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
Solicitation Issue Date	10/05/2020
Pre-Proposal Conference	10/15/2020 at 11:00 a.m. Eastern Time
Deadline for Receipt of Questions	10/23/2020
Proposal Due Date	11/9/2020 by 1:00 p.m. Eastern Time
Tentative Date of Contract Award	12/15/2020

The above schedule is for planning purposes and may be changed at the sole discretion of the STO at any time. In the event this schedule changes, STO will post such notice on eMMA and the STO's webpage.

1.7 Pre-proposal Conference

A pre-proposal conference will be held on Thursday, October 15, 2020 at 11:00 a.m. Eastern Time via web conference. Attendance to this pre-proposal conference is strongly encouraged for all Offerors. Those wishing to attend the web conference may request a meeting invitation by notifying the Procurement Officer by email at: procurement@treasurer.state.md.us (identified in Section 1.3 above) no later than **2:00 p.m. on Wednesday, October 14, 2020**. Please provide a list of individuals that will be attending and their contact information. An invitation email is required for registration, and therefore attendance. A registration notice reply will be sent by end of business on October 14, 2020 that provides the link to attend the web meeting.

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 via email and received by the Issuing Office no later than 4:00 p.m. Eastern time on Friday, October 23, 2020.** Oral questions will not be permitted. If the questions or inquiries pertain to a specific section of the RFP, Offerors must reference the relevant page and section number(s).

1.9 Submission Requirements and Deadline

Proposals must be received by the Procurement Officer at the Issuing Office no later than 1:00 PM local time on Monday, November 9, 2020 Eastern Time. To be considered for award, an Offeror may submit their proposals by mail or hand-delivery as directed in Section 1.9.1 or by electronic submission as directed in Section 1.9.2 below.

1.9.1. By Mail or Hand-Delivery Submission

Offerors must submit to the Procurement Officer a package containing one (1) written original, and five (5) copies (total of 6) of the Technical Proposal and the Price Proposal, each in separate sealed envelopes. All submissions shall indicate the RFP Title and number and the Offeror's name and address. If an Offeror intends to submit proposals by hand-delivery on any date other than the proposal due date of November 9, 2020 by 1:00 PM Local Time, the Offeror must contact the Procurement Officer to schedule a delivery date and time for acceptance of their proposals.

OR

1.9.2. By Electronic Submission

Offerors must submit their Technical Proposal and Price Proposal by electronic transmission through eMMA or by email to the Procurement Officer at: procurement@treasurer.state.md.us by the deadline date and time. The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address. As with the written submission, the electronic copy submission of the Technical Proposal and the Price Proposal must be submitted in separate files. The Price Proposal file is to be password protected. Offerors will be notified by the Procurement Officer when to submit their password for opening of the Price Proposal. The Office will not consider proposals submitted by facsimile.

- 1.9.3. The Office will not grant requests for extension of the submission date or time. Offerors mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt of the proposals by the Procurement Officer at the Issuing Office. 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.

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.

1.12 Definitions

Business Day(s) – The official working days of the week, Monday through Friday. Official working days excludes State holidays.

State Holidays – Identified by the Maryland Department of Budget and Management at: dbm.maryland.gov by clicking “State Holidays.”

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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 armored courier services 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 Armored Courier Services"), 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 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.

2.5 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 the Contract is awarded to the Offeror.

2.6 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.

2.7 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.

2.8 Multiple Proposals

The Office will not accept multiple or alternative proposals.

2.9 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.

2.10 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. 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.

2.11 Proposal Opening

Proposals will not be opened publicly.

2.12 Bid/Proposal Affidavit

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

2.13 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to State Finance and Procurement Article, Title 18, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Appendix C entitled Living Wage Requirements for Service Contracts). If the Offeror fails to complete and submit the Affidavit of Agreement (see Appendix D), the State may determine an Offeror to be not responsible.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least \$14.24 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$10.70 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation has been deemed to be a Tier 1 contract. **All proposals must be accompanied by a completed Living Wage Affidavit of Agreement. A copy of this Affidavit is included as Appendix D 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 F to this RFP. This Affidavit need 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

The Office has not established a minority business enterprise subcontractor participation goal for this solicitation.

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.

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.

SECTION III. SCOPE OF SERVICES AND REQUIREMENTS

3.1 Background

The STO is seeking to contract with one or more armored courier service companies to provide armored courier services for pick-up and delivery of bank deposits (cash, coin and checks) in sealed deposit bags, currency exchange services from various locations, and remote cash safes throughout the State and to deliver the deposits to a Wells Fargo Bank location and/or vault locations. Solutions for processing small deposits via mail, or similar solutions should also be included in the Offeror's proposal.

3.2 Minimum Qualifications

As part of its proposal, each Offeror must demonstrate that it meets the requirements described in this section. Failure to do so shall result in the rejection of the proposal.

- 3.2.1 The Offeror must provide certification that they are licensed to do business in the State of Maryland providing armed security guard services in accordance with Maryland State Police Licensing Division Advisory LD-SSU-15-0001, "License of Security Guard Agencies and Security Guards."
- 3.2.2 The Offeror must be an approved armored courier by Wells Fargo Bank, N.A. for access to Wells Fargo Bank-owned cash vault sites or Wells Fargo Bank's outsourced cash vault sites.
- 3.2.3. The Offeror must have a minimum of three (3) years of successful operations providing armored courier services. Individual personnel experience cannot be counted towards the required company experience of providing armored courier services.

3.3. Insurance Requirements

Contractor shall, at its own cost and expense, maintain and carry in effect, through the term of the Contract a policy or policies of insurance, with reputable insurance company(ies), financially sound and authorized to conduct business in the State of Maryland, and upon whom process in any suit or action or other proceeding in the courts of the State of Maryland or of the United States may be served, insuring Contractor against all liability for injuries to persons (including wrongful death) and damages to property caused by Contractor's use and occupancy or otherwise caused by Contractor's activities.

3.3.1. The Contractor shall maintain the following coverage:

- Worker's Compensation & Employers Liability Coverage (WC/EL)
- Commercial General Liability (CGL)
- Automobile Liability (AL)
- Professional/Errors and Omissions Liability

- Commercial Crime

3.3.2. **Workers Compensation & Employers Liability Coverage (WC/EL)**

Section A: Statutory Benefits as required by the State of Maryland,
or the state of hire

Section B: Employers Liability - \$500,000 Each Accident,
\$500,000 Disease Policy Limit, \$500,000 Disease – Each Employee

3.3.3. **Commercial General Liability (CGL)**

Bodily Injury/Property Damage Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit	\$2,000,000

3.3.4. **Automobile Liability (AL)**

Combined Single Limit	\$1,000,000
Include Owned, Hired and Non-owned Auto Liability	
Uninsured/Underinsured Motorists	\$1,000,000

3.3.5. **Professional/Errors and Omissions Liability**

Limit of liability	\$1,000,000
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3.3.6 **Crime Insurance**

The Contractor shall maintain a Commercial Crime policy insuring Employee Dishonesty endorsed to cover Third Party Fidelity, Forgery and Alteration, and Monies and Securities On and Off Premises each with a limit of \$2,000,000. The State of Maryland shall be included as a Loss Payee

3.3.7 **Commercial Property Insurance**

Contractor may at its option purchase insurance to cover its personal property. In no event shall the State of Maryland be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of State of Maryland and its agents, officers, director, employees, volunteers, and representatives.

3.3.8 **All Policies**

3.3.8.1. Waiver of Subrogation. Contractor and its insurers waive all rights of subrogation against the State of Maryland and its agents, officers, directors, employees, volunteers, and representatives.

3.3.8.2. All liability policies, except workers compensation/employer's liability, shall be endorsed to include the State of Maryland as additional insured, including premises and operations, and products and completed operations, of contractor

- 3.3.8.3. All insurance coverage of contractor shall be primary and non-contributory to any insurance, self-insurance or other protection available to the State of Maryland
- 3.3.8.4. All insurance policies shall be issued by companies with an A.M. Best's rating of A- or better and a financial size category of VII or better.
- 3.3.8.5. Insurance shall be written on an occurrence basis, unless prior written approval given by the State of Maryland.
- 3.3.8.6. Evidence of Insurance - Contractor agree to furnish the STO with certificate(s) of insurance and the required endorsement(s) referenced herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements of the Contract **within 10 days of notification of recommendation of award**, and at least annually thereafter, and at least sixty (60) days before the expiration of any then current policy.
- 3.3.8.7. Certificate(s) of insurance shall indicate at minimum: the type, kind, and amount of insurance in effect, the period of the policies, the Contract Number of this Contract, and any applicable additional insured statement as referred to herein.
- 3.3.8.8. Certificates (s) of insurance shall be issued to:
- Maryland State Treasurer's Office
Attn: Nancy Miller, Contract Manager
Louis L. Goldstein Treasury Building
80 Calvert Street, Room 109
Annapolis, MD 21401
- 3.3.8.9. The STO reserves the right to obtain relevant endorsements, declaration pages, and/or a complete copy of the insurance policy(s) from the Contractor evidencing the coverage required herein, upon written demand. Contractor shall provide certified copies of all insurance policies required above within ten (10) business days of STO's written request for said copies.
- 3.3.8.10. Each policy and certificate of insurance shall provide for sixty (60) days written notice to the STO prior to the cancellation, no-renewal or material change of any insurance referred to herein.
- 3.3.8.11. In no event will such insurance be cancelled by the Contractor without the prior written consent of the STO.
- 3.3.8.12. The failure of the STO, at any time or from time to time, to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Contractor to maintain such insurance or to defend and hold the

STO harmless with respect to any items of injury or damage covered by the Contract.

- 3.3.8.13. Failure to maintain the insurance required by the Contract shall be the basis for immediate termination of this Contract at the STO's sole discretion.
- 3.3.8.14. No Representation of Coverage Adequacy. By requiring insurance herein, the STO does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on the Contractor's liability under the indemnities granted to the STO in the Contract.
- 3.3.8.15. The Contractor may use commercial umbrella/excess liability insurance so that the Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by the Contract.
- 3.3.8.16. The STO reserves the right at any time throughout the term of the Contract to adjust the aforementioned insurance requirements, if, in STO's reasonable judgement, the insurance required by the Contract is deemed inadequate to properly protect the STO's interest.
- 3.3.8.17. To the extent of the Contractor's knowledge, Contractor shall send a written report to the STO within twenty-four (24) hours of the Contractor's receipt of any knowledge of any accident or other event arising in any manner from the performance of the Contract which results in or might have resulted in bodily injury, personal injury, property damage, or loss of any kind. A copy of the report shall be sent to Contract Manager.
- 3.3.8.18. Liability - The Contractor agrees to assume full and complete liability for loss of any shipment or part thereof, during the contract term.

3.4 Armored Courier Service Requirements

As part of its technical proposal, each Offeror must acknowledge its compliance with the requirements and provide supporting statements and/or describe the relevant services:

- 3.4.1. Services are to be provided daily Monday through Friday, excluding weekends ("business days") and scheduled State holidays, which can be found at: www.dbm.maryland.gov, unless otherwise specifically requested, with delivery of sealed deposit bags to be received and delivered the same business day, or as agreed upon by the using agency and contractor, in its original sealed bags to the designated consignee. To verify same Business Day or next Business Day service, the company shall have the ability to maintain and to record the entire transfer of custody process from location pick-up to bank drop off. The Offeror's electronic client portal should have the capability to clearly show the time of pick-up, the amount of dollar bills in each sealed bag and the amount of coins in each sealed bag. The Offeror shall also maintain independent documentation to be obtained from the bank's designated

vault deposit service that verifies the date, time, and location of the drop off to the vault deposit service. These records shall be made available to the requesting agency for all transactions and are to be provided within two (2) Business Days of the request.

- 3.4.2. Offeror must coordinate with agencies prior to holidays to determine need for service and/or weekend services.
- 3.4.3. Offeror agrees to furnish, at all times, the most expeditious and efficient service possible within the timeframes established and agreed to in the Agency Courier Service Agreement with each agency.
- 3.4.4. Offeror must notify agencies to indicate when they will have late pickups via phone, or other acceptable tracking methods as agreed upon.
- 3.4.5. Offeror shall provide tamper evident deposit bags to agencies within three business days of request. Bags must conform to standards provided by the STO for deposit to State bank accounts.
- 3.4.6. For additional supplies, Offeror shall provide all needed supplies including but not limited to, manifests, pick-up sheets, receipt books, tags and forms for Agency locations. Agencies are to be provided one-month stock of supplies. Agencies will be responsible for monitoring and placing refill orders to be delivered by the Offeror within three (3) business days of the request.
- 3.4.7. Offeror shall provide a receipt to the agency upon pick-up. At a minimum the receipt shall include: Offeror name, agency name, ID number of the employee performing pick-up, date, time, number of bags picked up, and signatures of Offeror employee and agency employee.
- 3.4.8. Offeror must collect a receipt from the bank when deposits are made and retain these receipts through the term of the Contract. Copies of bank receipts shall be provided to the client agency upon request. If deposits are made to a vault, Offeror shall provide copies of manifest upon request.
- 3.4.9. The Offeror is required to immediately notify the agency upon notice of any sealed deposits containing money, checks, and deposit slips that have been lost, torn, opened, or tampered with. Any sealed deposits that contain money, checks, and deposit slips that are lost, torn, opened, or tampered with in any way while in the custody of the Contractor shall be replaced by the Contractor for its original value within seven (7) Business Days at no cost to the State.
- 3.4.10. Offeror shall be responsible for all investigative fees associated with allegations of theft or loss if the client agency is found not to be at fault.

- 3.4.11. Security Guards shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times.
- 3.4.12. Provide the State with a toll-free number for live access to staff that are dedicated to the business to be conducted by the State which are available between the hours of 8:00 a.m. to 5:00 p.m. Eastern Time.
- 3.4.13. Offeror is responsible for providing distinctive and appropriate uniforms. A photo identification issued from the Offeror shall be worn at all times.
- 3.4.14. Offeror's vehicles shall be clearly marked with the company name/logo and properly equipped for armored car service.
- 3.4.15. Security Guard Certification cards for its employees assigned to provide services for State agencies. All Security Guard Certification cards shall remain valid for the duration of the Contract for its assigned personnel as required in the Maryland State Police Licensing Division Advisor LD-SSU-a5-001.
- 3.4.16. Agencies reserve the right to adjustments to their schedules and level of services provided, including adding or terminating a pickup and delivery of bank deposits on a permanent basis at any of their pick-up locations as listed. The agency will make every effort to give the Offeror 30-days' notice. Such changes will be made via a negotiated Agency Courier Service Agreement. The Contractor shall not charge the agency for the pickup and delivery of sealed deposit bags that are terminated on a permanent basis if notice is given.
- 3.4.17. Upon arrival, there will be a 10-minute premise time allowance. Any additional time required for pickups shall be agreed upon by using agency and contractor.
- 3.4.18. Regardless of any contracted service areas, and to any extent that they may overlap, agencies may use any Contractor based on their own business discretion and/or operational needs.
- 3.4.19. The Offeror shall at all times observe and comply with all federal and state laws and local ordinances and regulations and shall obtain all permits and licenses required to furnish armored courier services in accordance with any Contract that results from this solicitation.

3.5 State Responsibilities

- 3.5.1. Agencies shall provide daily deposit pick-ups in sealed bags containing the financial institution's required bank receipt and bank deposit amount displayed on the face of each deposit bag.
- 3.5.2. There shall be designated doors for both entry and departure for the armored courier personnel to use for daily deposit pick-ups and currency change order deliveries for

agency locations. Notification will be provided by the Location Manager to the Contractor of any changes to the locations.

- 3.5.3. Agency will provide Contractor with a list of location managers who will be Contractor's primary contact within each agency. Agency will provide one additional person to serve as a backup to the location manager.

3.6 Questionnaire

As part of its technical proposal, each Offeror must provide detailed responses to the questions below.

- 3.6.1. What qualifications and experience are required for money handlers and armored car personnel? Explain your procedures.
- 3.6.2. Describe how your company confirms their employees are properly licensed and remain licensed during their employment. Does your company provide regular driving records checks?
- 3.6.3. Describe your policies regarding background checks and how often they are performed.
- 3.6.4. Describe how your armed guards are identified to the customer at pick-up (i.e. name tag, clothing requirements). Are personnel specifically assigned to designated pick-ups?
- 3.6.5. What types of communications equipment is used by your drivers?
- 3.6.6. Provide a description of the armored car vehicles that will be utilized for agencies.
- 3.6.7. In the event of vehicle breakdowns, delays, absenteeism, etc, describe your back-up resources for both vehicles and armored car personnel.
- 3.6.8. Describe initial and ongoing communication plans and methods your company would employ to educate and train authorized users for product/services purchases, as well as problem solving and problem prevention issues.
- 3.6.9. How much notice is required to add a pick-up request for an existing location and how is does an agency make such request?
- 3.6.10. How much notice is required to cancel a scheduled pick-up request for an existing location in order not to incur a charge?
- 3.6.11. What, if any, are your capacity limitations to the number of sealed deposit bags per pickup and/or to process change orders?

- 3.6.12. In addition to scheduled pickups, do you offer “on call” pickup service? If so, describe the process an agency will need to take for an on-call pickup service.
- 3.6.13. What is the policy for notifying agencies of route problems and/or delays due to weather, strikes, closures, and how is this communicated to agencies? Include as part of your response what measures are taken to get pickups resumed and schedules back on track.
- 3.6.14. Provide a detailed plan for providing goods and services statewide. Identify services level changes by region, if any.
- 3.6.15. Describe how you manage lost deposit bags. Include information on your processes, filing a claim and timeline.
- 3.6.16. Describe any reconstruction services you provide upon loss of a check.
- 3.6.17. If there is a dispute relative to lost deposit bags, how is this managed? What are the best practices for agencies to report missing money bags, etc.?
- 3.6.18. Describe your electronic record/tracking systems.
- 3.6.19. Explain the procedure of the armored car pick-up from its arrival on the premises to its departure and the responsibility of the on-site agency personnel at pick-up time.
- 3.6.20. Provide your detailed procedures should a deposit be delivered after the bank cutoff.
- 3.6.21. How quickly can your company adjust to changes in pick-up schedule?
- 3.6.22. Do you process direct change orders? If so, describe your process.
- 3.6.23. Explain services and/or equipment by your company to support setup, maintenance, and utilization of remote cash safes.
- 3.6.24. Explain services and/or equipment by your company to support setup, maintenance, and utilization of currency recyclers.

3.7 Other Services for Consideration

Describe any other products and/or services beyond those requested in this RFP that the Offeror believes could offer additional benefits, such as secure mail options. Pricing information should not be included in the Offerors technical proposal. Provide pricing for any other products and/or services on a separate page and include with the Offerors price proposal in a separately sealed envelope from the technical proposal.

3.8 Term

The initial term of the Contract shall be for a period beginning December 15, 2021 and ending September 30, 2023. In addition, the Contract will also contain an option to renew, upon the same terms and conditions, for two additional two-year renewal options, which may be exercised at the sole discretion of the Treasurer or the Treasurer's designee.

3.9 Compensation

Fees will not be adjusted during the initial term of the term of the Contract to September 30, 2023. Price adjustments will, however, be permitted to reflect the Consumer Price Index (CPI) based on the end of the term of the initial Contract period and upon subsequent renewal option periods. The CPI adjustment is not cumulative. Exercise of the renewal options will be solely at the discretion of the Treasurer or the Treasurer's designee.

By submitting a response to this solicitation, the Offeror agrees to accept any payments from the State by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form may be downloaded from:

http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

By submitting a response to this solicitation, the Offeror will invoice the user agencies for all fees and services. The State's bank account(s) shall at no time be debited for service fees.

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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 selected Offeror to all statements, including services and prices, contained within the proposals. 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 materially the same as the form of Contract included as Appendix E.

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 pricing 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 "Volume I –Armored Courier Services – Technical – RFP #ACS-10052020." The technical proposal shall contain the transmittal letter (Section 4.1) and the completed Bid/Proposal Affidavit (Appendix B) and the Affidavit of Agreement Maryland Living Wage Requirements-Service Contracts (Appendix D).

The Technical Proposal should be prepared in a clear and concise manner and address all requirements and services set forth in this solicitation. The idea response would reiterate each subsection and then list the Offeror's response, item by item so that an evaluator can read the requirement followed by the response.

The technical proposal shall provide all required information in the following subsections:

4.3.1. Request for General Information

- 4.3.1.1. Name of Offeror;
- 4.3.1.2. Mailing address of the office from which the proposal is being submitted;
- 4.3.1.3. Name of individual who will represent the Offeror as the primary contact person on matters relating to the proposal; and

- 4.3.1.4. Email address and telephone number of the individual identified in 4.3.1.3 above.

4.3.2. Offeror's Qualifications

- 4.3.2.1. Each Offeror shall specifically and clearly provide brief supporting statements describing how the Offeror meets each Minimum Qualification in Section 3.2.
- 4.3.2.2. Each Offeror shall confirm compliance with Section 3.3 Insurance Requirements and submit relevant certificates.

4.3.3. Offeror's Capabilities

In its proposal, each Offeror shall include responses the following:

- 4.3.3.1. Provide a narrative statement of your company's organizational structure. If the company is a wholly owned subsidiary of a 'parent' company, provide information on both companies.
- 4.3.3.2. Each Offeror must provide their acknowledgement of compliance with the requirements and provide supporting statements and/or describe the relevant services in Section 3.4 Armored Courier Service Requirements.
- 4.3.3.3. Each Offeror must provide detailed responses to the Questionnaire in Section 3.6.
- 4.3.3.4. Offerors must identify any geographic restrictions their company has, if any, by specifying the geographic areas where they are not able to provide provider services and/or products.
- 4.3.3.5. Describe additional products and services offered that are not identified in other sections of this RFP and how they can benefit State agencies.

4.3.4. Experience:

- 4.3.4.1. Provide a detailed narrative describing your company's experience and background providing the services requested in this RFP.
- 4.3.4.2. Provide the name of at least three public entity customers (preferably state), for which your company has provided services similar to was is requested in this RFP. Discuss services offered to meet the customer's needs and how long you have maintained this relationship.

4.3.5. Proposed Personnel

- 4.3.5.1. Identify by name, title and location of the individual(s) who will be responsible for implementing services and overall management of contract related matters.
- 4.3.5.2. Identify and describe the role of other individual(s) who will be the primary day-to-day contact for the State. Indicate how many years' experience the individuals have and what is their expertise in the relevant services.
- 4.3.5.3. For the individuals listed above in Sections 4.3.5.1 and 4.3.5.2, discuss their availability to work on the resulting contract and provide their bios.

4.3.6. References

- 4.3.6.1. Provide a minimum of three current references that your company provides services like what is outlined in this RFP, including name of each organization, the mailing address, point of contact, email and telephone number.

The Procurement Officer and/or the Evaluation Committee Chair may contact other references of their choosing.

4.3.8. Economic Benefits to the State of Maryland

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

- 4.3.8.1. The Contract dollars to be recycled into Maryland's economy in support of the Contract, using Maryland subcontractors, suppliers, and 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.
- 4.3.8.2. 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.
- 4.3.8.3. 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.

- 4.3.8.4. 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.
- 4.3.8.5. 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.

4.3.9. Standard Operating Agreements (if applicable)

If you intend to incorporate your own operating documents/agreements into the Contract, submit copies of your standard operating agreements associated with the services proposed to be provided. Include all documents that are required to open an account. Be sure to include documents that are referenced within other documents. The State reserves the right to refuse to incorporate any document not included in an Offeror's proposal.

4.3.10. Additional Information (Optional)

Include any additional information the Offeror deems relevant to this procurement and the satisfaction of the State's objectives.

If you provide company literature or other material in response to any RFP requirement, describe such literature or other material under this heading and include a reference to the applicable sections of the RFP by name and page citation. If you do not provide the requested section and page citations, the remainder of your response for that section may be considered complete without reference to the additional documents.

4.4 Disclosures

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

4.5 Volume II - Price Proposal

This volume shall be labeled "Volume II Price Proposal – RFP for Armored Courier Services, RFP #ACS-10052020." The Offeror's price proposal must be submitted in a separate sealed envelope from the corresponding technical proposal. If the Offeror is submitting their proposal submission electronically, Appendix A – Price Proposal must be password protected. The Price Proposal must be signed by an individual authorized to bind the Offeror to all statements and fees contained in Appendix A-Price Proposal. Regardless of proposal

submission, Appendix A - Price Proposal, the Offeror must include an electronic copy of this file in Excel file format. Appendix A-Price Proposal format is provided in Excel format as a separate attachment to this solicitation. (See file:ACS-10052020 – APPENDIX A – PRICE PROPOSAL.) Additional services may be submitted as a price supplemental on a separate sheet. The service must be described to include name and description, unit price, timing and circumstances under which each unit price is assessed.

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 Procedures.

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SECTION V. EVALUATION AND SELECTION PROCEDURES

5.1 Qualifying Proposals

The Procurement Officer first will review each proposal for completeness of response to 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 proposal, 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 Section 4.3 Volume I –RFP for Armored Courier Services - Technical Proposal, RFP #ACS-10052020 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 listed in the order of relative importance (greatest first):

1. Offeror's Qualifications and Capabilities;
2. Experience and References;
3. Proposed Personnel
4. Economic Benefits to Maryland.

5.4 Evaluation of Costs/Fees

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 the responsible Offeror or Offerors whose proposal is determined to be the most advantageous to the State based on the results of the final technical and financial evaluations. Contract award, if any, is subject to the approval of the 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 Offeror provided the Procurement Officer receives a written request within a reasonable period of time after sending notice of award. The Office shall honor the requests for debriefings at the earliest feasible time after the request has been received. The Office shall hold debriefings shall be held 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.
- (c) In addition, the unreasonable failure of an Offeror to supply information promptly in connection with the determination of responsibility shall be grounds for a determination that the Offeror is not responsible.

2. Discussions

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

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APPENDIX A

PRICE PROPOSAL FORM INSTRUCTIONS

1. Offerors must submit their price proposals on the Price Proposal Form, as Appendix A in accordance with these instructions and as specified on the form. Appendix A must be separately sealed as directed in Section 1.9 Submission Deadline and Requirements and Section 4.5. Volume II - Price Proposal.
2. The price proposal submitted needs to be completed and signed by an individual who is authorized to bind the Offeror to all statements and fees contained in the price proposal.
3. In addition to a .pdf electronic copy or paper copy of the Appendix A – Price Proposal, the Offeror must include an electronic copy of this file in Excel. **Appendix A-Price Proposal is provided as an attachment to the solicitation in Excel format. (See file: ACS-10052020 - APPENDIX A – PRICE PROPOSAL.**
4. Fees are to be fully-loaded for pick-up rates that are submitted on Appendix A – Price Proposal. Offerors are to assume no restricted access to service the agency. Any fees associated with passes, access or escorts to service the agency will be the responsibility of the agency.
4. All fees and information included on the Appendix A - Price Proposal, is for price evaluation purposes. The State reserves the right, in its sole discretion, to purchase more services, fewer services, or not to purchase any services for which offers are solicited under this RFP. For any additional locations that may be added and are not listed on Appendix A – Price Proposal, rates will be commensurate with similar locations in the proposal.
5. For any other services beyond those requested in the RFP that the Offeror believes could offer additional benefits to the State, the fees must be submitted as a price supplemental on a separate sheet. The service must be described to include name and description, unit price, timing and circumstances under which each unit price is assessed.
6. It is imperative that the price proposal is completed accurately as well as any attached separate price supplemental containing any additional cost. Any incorrect entries or inaccurate fees by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12.
7. Agencies reserve the right to add or terminate a pickup and delivery of bank deposits. for any additional locations not listed below, rates will be commensurate with similar locations in this proposal. The pick-up rates are to be fully-loaded and Offerors are to assume no restricted access to service the agency.

**APPENDIX A - PRICE PROPOSAL FOR
ARMORED COURIER SERVICES**

RFP #ACS-10052020

Appendix A – Price Proposal is provided as an attachment to the solicitation and is in Excel Format.

See file: ACS-10052020 – APPENDIX A – PRICE PROPOSAL

APPENDIX B
(To be submitted with Technical Proposal)
BID/PROPOSAL AFFIDAVIT

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
Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (A) services with a Public Service Company;
 - (B) services with a nonprofit organization;
 - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

APPENDIX D
(To be submitted with Technical Proposal)
Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. ACS-10052020

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

Attachment D (continued)
Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

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

- The employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
- The employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- The employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative

Title: _____

Date: _____

Witness Name (Typed or Printed)

Witness Signature

Date

Submit Affidavit with Proposal

APPENDIX E

**CONTRACT
FOR
ARMORED COURIER SERVICES
BETWEEN
MARYLAND STATE TREASURER'S OFFICE
AND**

CONTRACT

THIS CONTRACT (the "Contract") is made as of the ___ day of _____, 2020, by and between [NAME AND ADDRESS] (the "Contractor"), and the **MARYLAND STATE TREASURER'S OFFICE**, 80 Calvert Street, Annapolis, Maryland 21401 (the "Office"), offices 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 armored courier services as described in this Contract, which includes the following exhibits:

Exhibit A: RFP for Armored Courier Services, RFP #ACS-10052020 dated 10/05/2020;
Exhibit B: Office's Questions and Answers dated ____;
Exhibit C: Contractor's Technical Proposal dated ____;
Exhibit D: Contractor's Price Proposal dated ____;
Exhibit E: Contractor's Presentation dated ____;
Exhibit F: Bid/Proposal Affidavit, Living Wage Affidavit, Contract Affidavit as dated; and
Exhibit G: Contractor's "Operating Documents," dated ____.

- 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, 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 the period beginning December 15, 2020 and ending September 30, 2023.
- 2.2. There shall be two additional two-year renewal options, which may be exercised at the sole discretion of the Treasurer or the Treasurer's designee.
- 2.3. After the end of the Contract term, should a new contract be awarded to a contractor other than the incumbent, the Contract shall be deemed to be extended, Contractor shall continue to perform Contract services, and Contractor shall continue to receive the compensation specified in the Contract for such services, until such time as the transition to the new contractor is complete. Contractor shall cooperate and the Office during any transition period to a new contractor and provide all necessary information and data to any subsequent contractor.
- 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.

ARTICLE III - CONSIDERATION, PAYMENT AND PERFORMANCE

- 3.1. Contractor shall charge only the fees as set forth in Contractor's Price Proposal [BAFO] as attached hereto as Exhibit _____. These fees shall not be adjusted during the initial term of this Contract. Price adjustments will be permitted to reflect the Consumer Price Index based on the end of the initial contract period and upon subsequent renewal option periods. The CPI adjustment is not cumulative.
- 3.2. Payments to the Contractor may be withheld, without interest or penalty, when in the sole discretion of the State Treasurer, 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 therefore shall be promptly provided to the Contractor, who shall be afforded an opportunity to cure any performance deficiencies.

- 3.3. All invoices for goods and services shall be submitted to the specific Agency for whom the contractor is providing armored courier services to.
- 3.4. 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.
- 3.5. Except as provided in Section 3.2 above, payments to the Contractor pursuant to this Contract will be made no later than 30 days after receipt by the Office of a proper invoice from the Contractor. Each invoice for services rendered must reflect the Contractor's federal tax identification number, which is _____ and shall clearly indicate the specific type of service provided. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

ARTICLE IV – GENERAL CONDITIONS

4.1. Liability

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

4.3. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor sell, transfer, or otherwise assign its obligations under this Contract, or any portion thereof, or any of its rights or obligations hereunder, without the prior written approval of the State; provided, however, that the Contractor may subcontract services under or make an assignment of this Contract to an affiliate of the Contractor that is fully capable of performing such services if the Contractor retains full responsibility for the Contract. Any such subcontract or assignment shall be subject to any terms and conditions that the Office deems necessary to protect the interest of the State. The Office shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

4.4. Non-Hiring of Officials and Employees

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

4.5. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2 of the State Finance and Procurement Article of the Annotated Code of Maryland (Dispute Resolution), and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

4.6. Maryland Law Prevails

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

4.7. Amendments

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

4.8. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, 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 of the Annotated Code of Maryland, 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. Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$___ per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total Contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$___ per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

This Contract has been deemed to be a Tier 1 contract.

4.12. 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.

4.13. 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 Contractors 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 §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 State Finance and Procurement Article §13-221, Annotated Code of Maryland. That section requires a 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.

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 his 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 a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
 - (1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
 - (2) 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 any time 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 of 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. 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: [Name and Address]

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 the Agency identified above in Section 5.1.

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 Treasury Management. All matters relating to the administration of this Contract shall be referred to the Procurement Officer for determination.

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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 F
CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name and business 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 _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____

Date: _____

EXHIBIT 1

Maryland State Treasurer's Office
Armored Courier Services Contract #: -----
Agency Courier Service Agreement

Agency Name: _____
 Agency Main Address: _____
 Agency Primary Contact Name: _____
 Agency Secondary Contact Name: _____

Armored Courier Provider: _____
 Courier Contact Name/Number: _____
 Agency Prime Contact Number: _____
 Agency Secondary Contact Number: _____

(III) Service Location(s) and Service Detail(s)

Agency Pickup Location Street Address/City/Zipcode	WF Drop-Off Location	Product **	Agency Pickup Contact Name	Agency Pickup Contact Number	Frequency (i.e. daily/weekly/ monthly)	Pickup Days (M/T/W/TH/F)	Pickup Time	Ave Pickup Value	Per Trip Base Rate (per contract)

**Product Name: deposit pickup, remote safe pickup, change orders etc...

Additional Special Instructions/Agreements:

Additional Products/Services:

Product Name:	Cost (per contract)	Unit of Measure

Agency Representative Name: _____

Agency Representative Title: _____

Agency Representative Signature _____

Date Signed: _____

Courier Representative Name: _____

Courier Representative Title: _____

Courier Representative Signature: _____

Date Signed: _____