

**STATE OF MARYLAND**

**MARYLAND STATE TREASURER'S OFFICE**

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

**REQUEST FOR PROPOSALS**

**FOR**

**INSURANCE BROKER SERVICES FOR**

**AVIATION COVERAGE AND TRANSIT COVERAGE**

**RFP #AV/TR-03122013**

**Due Date: April 9, 2013**

**Issued: March 12, 2013**

**KEY INFORMATION SUMMARY SHEET**

**Maryland State Treasurer's Office  
Request for Proposals  
For  
Insurance Broker Services for  
Aviation Coverage and Transit Coverage**

**RFP #AV/TR-03122013**

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

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

**Solicitation Issue Date:** March 12, 2013

**Deadline for Receipt of Questions:** March 22, 2013 by 12:00 p.m. Local Time

**Proposal Due Date and Time:** April 9, 2013 by 2:00 p.m. Local Time

**Oral Presentation, if any:** April 18-19, 2013

**Tentative Contract Award:** April 29, 2013

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

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The Maryland State Treasurer's Office is requesting proposals to select one or more brokers to market, manage and service insurance policies and related documents for coverage of (1) aviation exposures and (2) transit exposures for the State of Maryland. The term "Offeror" as used in this RFP, includes any broker submitting a proposal. Brokers are encouraged to submit proposals on one or both of the above-mentioned services

## **SECTION I. PROCUREMENT OBJECTIVE**

### **1.01 Procurement Method**

The Maryland State Treasurer's Office (the "Office") is the issuer of this Request for Proposal ("RFP" or "solicitation"). The Office will award the contract(s) arising out of this RFP (the "Contract(s)") in accordance with the competitive sealed proposals process under COMAR 21.05.03.

### **1.02 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](mailto: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.

### **1.03 Contract Officer**

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

Director of Insurance  
Maryland State Treasurer's Office  
Louis L. Goldstein Treasury Building  
80 Calvert Street, Room 109  
Annapolis, Maryland 21401  
Tel: (410)260-7229

**1.04 Use of “eMaryland Marketplace”**

eMaryland Marketplace (<https://emaryland.buyspeed.com/bs0>) is a free electronic commerce system administered by the Maryland Department of General Services. The RFP, associated materials, and all other solicitation-related material will be provided via eMaryland Marketplace.

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

**1.05 Schedule of Events**

<u>Event</u>	<u>Date</u>
Solicitation Issue Date	March 12, 2013
Deadline for Receipt of Questions	March 22, 2013 by 12:00 p.m.
Proposal Due Date	April 9, 2013 by 2:00 p.m.
Oral Presentations, if any	April 18-19, 2013
Tentative Date of Contract Award(s)	April 29, 2013

**1.06 Pre-proposal Conference**

The Office will not hold a pre-proposal conference.

**1.07 Questions and Inquiries**

All Offerors should direct their questions and inquiries to the Procurement Officer identified in Section 1.02 above. **Questions must be submitted in writing by mail or via email and received by the Issuing Office no later than 12:00 p.m., local time on Friday, March 22, 2013.** 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).

**1.08 Submission Requirements and Deadline**

To be considered for award for a specific coverage category, Offerors must submit to the Procurement Officer a package containing one (1) written original and three (3) copies (total of 4) of the Technical Proposal and the Price Proposal for that category, each in separate sealed envelopes. Offerors submitting proposals for both coverage categories must submit separate proposal packages for each category. All submissions shall include the RFP title and number, the name of the category of coverage to which the offer relates,

and the Offeror's name and address. **Proposals must be received by the Procurement Officer at the Issuing Office no later than 2:00 p.m. local time on Tuesday, April 9, 2013.** Additionally, Offerors must provide to the Procurement Officer on compact disks one electronic copy of each Technical Proposal and Price Proposal submitted. As with the written submission, the electronic copy submission of the Technical Proposal(s) and the Price Proposal(s) must be provided in separate sealed envelopes. Refer to Section IV. Proposal Format for two-volume submission.

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

### **1.09 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.

### **1.10 Duration of Offer**

Proposals submitted in response to this solicitation are irrevocable for 120 days following the later of the proposal due date or the date the Procurement Officer receives final best and final offers, if any. At the request of the Procurement Officer, the Offeror may agree in writing to extend this period.

## SECTION II. GENERAL INFORMATION

### 2.01 **Electronic Distribution**

This RFP is published on *eMaryland Marketplace*, posted on the websites for the national Association of State Treasurers and the Office, and emailed to insurance brokerage firms known to be interested in receiving RFPs. Potential Offerors wishing to receive copies of the written document should contact the Procurement Officer identified in Section 1.02 above.

### 2.02 **Revisions to the RFP**

The Office reserves the right to amend this RFP at any time prior to the proposal due date and time. If it becomes necessary to revise this RFP at any time prior to the proposal due date and time, 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. Offerors will be required to acknowledge in writing the receipt of all amendments. In addition, the Office will post amendments to the RFP on the Office's Web Page at [www.treasurer.state.md.us](http://www.treasurer.state.md.us), (select "Procurement" and then "RFP for Insurance Broker Services for Aviation Coverage and Transit Coverage"), and through eMaryland Marketplace at: <https://emaryland.buyspeed.com/bsa>. 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.

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

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

### 2.04 **Insurance Market Contact**

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



## **2.05 Proposal Acceptance; Discussions**

The Office reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The Office also reserves the right, in its sole discretion, to award the Contract(s) based upon the written proposals received without prior discussions or negotiations.

## **2.06 Oral Presentation**

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

## **2.07 Incurred Expenses**

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

## **2.08 Proposal Form**

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.

## **2.09 Multiple or Alternate Proposals**

For each category of insurance coverage, the Office will not accept multiple or alternate proposals; however, Offerors are encouraged to submit separate proposals for each category of insurance coverage described in this RFP.

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

An Offeror should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10,

Subtitle 6, Annotated Code of Maryland. The Office may charge a fee for copies and search and preparation time, in accordance with COMAR 25.01.04.09. The Office may require payment of such fees before releasing the requested information.

## **2.11 Protests**

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies). Offerors must file in writing any protest regarding this solicitation with the Procurement Officer. If the reason for the protest is apparent before the proposal opening, the Offeror must file the protest before the proposal opening. In all other cases, the Offeror must file the protest within 7 calendar days after the reason for the protest is known or should have been known.

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

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

## **2.12 Proposal Opening**

Proposals will not be opened publicly.

## **2.13 Bid/Proposal Affidavit**

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

## **2.14 Investment Activities in Iran Act**

All proposals submitted by an Offeror must be accompanied by a completed Investment Activities in Iran certification. A copy of this certification is included as Appendix C to this RFP.

Effective January 1, 2013, the Investment Activities in Iran Act (State Finance and Procurement Article, §§17-701 through 17-707, the "IAI Act"), attached as Exhibit 1 to this RFP, requires all companies that seek to do business with the State to certify at the time of bid submission that:

1. They are not identified on a list created by the Maryland Board of Public Works as a person engaging in investment activities in Iran; and
2. They are not engaging in investment activities in Iran, as defined in the IAI Act.

The current IAI Act list maintained by the Board of Public Works can be found at [www.bpw.state.md.us](http://www.bpw.state.md.us).

### **2.15 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 D to this RFP. This Affidavit need not be submitted with an Offeror's proposal.

### **2.16 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.

### **2.17 Minority Business Enterprises**

Minority business enterprises are encouraged to respond to this solicitation. The Office has established for this solicitation a minority business enterprise subcontractor participation goal of 15%. Offerors should indicate in their proposals which services under Section 3.02 will be performed by minority firms, and complete the appropriate MBE participation forms in Appendix F. This RFP is designed to encourage the participation of socially and economically disadvantaged individuals (members of a group as defined in State Finance and Procurement Article ("SFP"), §14-301(i)(1), Annotated Code of Maryland and minority business enterprises as defined in SFP §14-301(f).

A directory of certified MBEs is maintained by the Maryland State Department of Transportation Office of Minority Business Enterprise, P.O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269. The directory is available online at [www.mdot.state.md.us](http://www.mdot.state.md.us). Select the "Minority/Disadvantaged Business Enterprise" label.

## **2.18 Veteran-Owned Small Business Enterprise**

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

## **2.19 No Guarantee of Work**

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

## **2.20 Order of Precedence**

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

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

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

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

### **3.01 Introduction**

The Office is seeking one or more insurance brokers to represent the State for coverage needs in the areas of aviation coverages and transit coverages. The selected insurance broker(s) will market the existing policies, as well as any policies added in the future, present the Office with competitive quotes and recommendations, place the coverage, and service the policies each year. This will include any related coverage additions and services or replacements thereto. Related coverages and services may be added at any time during the Contract period. Offerors are encouraged to submit proposals for either aviation coverage or transit coverage, or both. The Office may award a contract for both aviation and transit coverages, or may award two separate contracts.

### **3.02 Insurance Broker Services**

Upon request of the Office, the insurance broker shall:

1. Market and obtain quotations for each policy, report on an insurer's financial status, place and service the desired insurance coverages.
2. Annually provide carrier loss runs for 10 years on airport liability and transit excess liability, as applicable, and carrier loss runs for a minimum of three years for State-owned aircraft hull and liability, and railcar floater, no later than 60 days before expiration, including any prior year with open losses. The Office may change loss run frequency in its discretion.
3. Act as an advocate for the Office in communications with the insurers and intermediaries, including negotiations of the lowest possible fees.
4. Offer creative solutions and innovative suggestions for the Office to consider.
5. Submit a semiannual stewardship report for aviation and for transit coverages, as applicable. The report should outline intended activities on behalf of the State for the upcoming six months and include the status of all items in the prior six-month report. Reports are due two weeks after the end of each six-month calendar year period.
6. Review and verify insurance documents received from insurers for accuracy.
7. Act as a liaison with insurers on loss control inspections and recommendations.

8. In addition to the original paper copies, provide electronic copies of all policies. All coverages placed with multiple layers must include a graphic display of the placement showing carriers, limits, and premiums per layer.
9. Prepare and mail original certificates of insurance and provide an electronic copy to the Office and the applicable State agency as requested.
10. Obtain policy endorsements as requested. The Office needs both an electronic copy and the paper copy of each endorsement.
11. Assist the Office if it requests that other related coverages be added during the term of the Contract. The Office will not be charged an insurance broker services fee for quotes for new coverage unless and until the coverage is purchased. If a renewal quote is offered and a decision is made not to renew the coverage for any reason, no insurance broker fee will be paid. This is an unusual occurrence.
12. Develop a strategy for the upcoming renewal to be presented in writing to the Office a minimum of 120 days before expiration. Include and identify any intended intermediaries used in the quote process and disclose the full commission rate and the anticipated negotiated rate of commission.
13. Coordinate the collection of underwriting data for the policies placed on behalf of the State, including complete loss statistics and other underwriting data. The loss data should include a brief description of losses valued over \$25,000.
14. Provide renewal quotes on all policies, preferably 30 days before expiration. All quotes must include the insurance broker's recommendation, with the supporting reasons for that recommendation, the final intermediary used, if any, and the final negotiated intermediary commission rate, if available. Where there are an adequate number of markets to do so, provide multiple quotes (a minimum of two, but three preferred) for competitive purposes. In the event that this requirement is not possible or recommended, the insurance broker must submit a letter of explanation/recommendation to the Contract Officer 90 days before the policy expires to obtain acceptance or denial of the recommendation. Where a carrier declines to offer a quote on coverage, the insurance broker must provide documentation from the carrier indicating why they chose not to quote.
15. Carriers may contact a broker to quote on a policy. Insurance brokers must consider all qualified carriers for quotes. The insurance broker must document all contacts from qualified and non-qualified carriers and must provide information to the Office on the results.

16. Provide risk management and professional services, directly or indirectly as requested by the Office, including, but not limited to, minimizing loss potential, property or liability inspections, and transfer of risk techniques.
17. When requested by the Office, provide detailed rating worksheets on insurance proposals, either a full set or a sampling that reflects the pricing detail used is required.
18. Assist the Office with training classes for State agency personnel as needed.
19. When requested by the Office, provide periodic benchmarking information on limits, deductibles, and coverages.
20. When requested by the Office, offer guidance on State Agency RFP insurance requirements.
21. Provide a renewal chart (preferably in Excel), to exhibit the expiring policy coverages, limits, deductibles, rate, and premiums as compared with all of the renewal quotes being offered.
22. Provide answers to the Office and obtain clarification from insurers, underwriters or adjusters regarding coverage or claims questions.
23. Provide a Binder of Insurance, electronically, prior to the effective date of coverage for all policies.

### **3.03 Minimum Qualifications**

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

1. Designate an employee to handle our coverage that has a minimum of 10 years experience in the relevant liability/property insurance business, i.e., commercial aviation or transit, as applicable.
2. Provide evidence of Professional Errors and Omissions Liability insurance (current certificate of insurance) with a limit of liability of at least \$10,000,000, and maintain such insurance at all times during the term of the Contract. Such insurance coverage shall be with an insurance company with a Best's Rating of "A" or greater. If the Errors and Omissions insurance carrier is Lloyd's of London, include the Lloyd's of London syndicate(s) Best Rating also.
3. Confirm it has and will maintain all necessary permits and licenses required by local, State, and/or Federal laws.

### **3.04 Auditing**

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

At the Office's discretion, the State may audit or subcontract an audit of the insurance broker's procedures to ensure contract compliance.

### **3.05 Aviation – Coverages Required**

#### **Summary of Coverage Needs (full details to be provided to Contractor):**

#### **I. State-Owned Aircraft (Hull and Liability Insurance)**

First Policy Effective June 30, 2014

**Named Insureds:** State of Maryland,  
Maryland State Police,  
Maryland Aviation Administration,  
Maryland Department of Agriculture, and  
University of Maryland, Eastern Shore.

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

The Maryland State Police - Aviation Command (MSPAC) helicopters are used to conduct the following flight operations on a 24/7 basis: air ambulance operations, search and rescue, law enforcement support, Homeland Security support, and disaster assessment.

One fixed-wing aircraft is used to provide aerial support for the Maryland State Police and allied law enforcement agencies in Maryland. Flight operations include the following: Aerial speed enforcement, wildlife and oyster poaching, drug interdiction, photographic missions, as well as the routine transport of MSPAC maintenance personnel to outlying MSPAC helicopter sections in Maryland. A second fixed-wing airplane is primarily utilized to transport extradited prisoners back to Maryland and to transport the Governor and other State officials on official business from locations throughout the contiguous U.S.

Maryland Aviation Administration operates one fixed-wing aircraft that is used to inspect airports in Maryland that are under the State's jurisdiction and also for routine administrative travel.

Department of Agriculture operates fixed-wing aircraft used for insect control spraying. Coverage for environmental liability exposure is self-insured and is not being requested in this RFP.



University of Maryland, Eastern Shore (UMES) uses non-owned aircraft for official UMES business, including recruiting missions. Non-owned liability coverage is for any fixed-wing land aircraft bearing a “Standard” category Airworthiness Certificate having no more than 8 total seats and having a certificated gross weight not in excess of 12,500 pounds.

### **Previous Aircraft Hull and Liability Carriers and Losses (as of April 2012)**

6/30/07–08	Chartis	–	0 losses
6/30/08–09	Chartis	–	\$14,839,287 in losses/1 claim (open)
6/30/09–10	Chartis	–	\$534,962 in losses/ 1 claim
6/30/10–11	Chartis	–	\$2,500 in losses/ 1 claim
6/30/11-12	Chartis	–	0 losses

### **B. Summary of Required Aircraft Hull and Liability Coverage and Limits:**

#### **1. Liability Coverage - Occurrence Basis**

- Bodily Injury & Property Damage
  - \$75,000,000 Single Limit, including passengers for owned and non-owned aircraft, except UMES Flight School.
  - \$3,000,000 for each occurrence for non-owned aircraft operations conducted by UMES Flight School ONLY.
- Passenger Voluntary Settlements
  - \$250,000 per occurrence/no aggregate for owned aircraft.
  - \$250,000 per occurrence/ \$2,750,000 aggregate for non-owned aircraft.

#### **2. Hull Coverage**

- Ground & Flight – All risk basis physical damage loss to the aircraft, including disappearance of the aircraft.
- Not In Flight – All risk basis physical damage loss to the aircraft sustained while the aircraft is not in flight and which is not the result of fire or explosion following crash or collision while the aircraft was in flight.
- Not In Motion – All risk basis physical damage loss to the aircraft sustained while the aircraft is not in motion and which is not the result of fire or explosion following crash or collision while the aircraft was in motion.

Total Insured Hull Values: \$55,259,400. (current policy, at inception)

3. **Deductibles**

**Liability coverage has no deductible**

**Hull deductibles are:**

- Helicopters: \$100,000 each and every occurrence (In Motion, Ingestion, or Mooring)  
\$50,000 each and every occurrence (Not in Motion)
- Fixed-Wing: \$2,500 each and every occurrence.

4. **Quote Terrorism (Domestic & Foreign)**

In addition, while not currently required, the State plans to evaluate the possibility of adding terrorism coverage (domestic and foreign).

C. **General Terms**

1. The policy and any endorsement may not be modified except by mutual agreement and written instrument.
2. Insurance broker will be required to attend an annual meeting with the carrier, the Office and MSPAC, at MSPAC headquarters. Attendance at other meetings will be required only if a need arises.

II. **Airport Liability Insurance (Maryland Aviation Administration)**

First Policy Effective August 15, 2013

**Named Insureds:** Maryland Aviation Administration (MAA),  
Maryland Department of Transportation, and  
State of Maryland.

A. **Scope of Operations**

Airport Operations, including the ownership, maintenance or use of the airports, as set forth in the schedule and all operations thereto:

**Baltimore/Washington International Thurgood Marshall Airport (“BWI”)**

All concessions are leased to others and the State is held harmless and protected as an additional insured. The FAA operates the tower. No hangaring or fueling is done

by the State. Signature Support Flight, Inc. has an agreement to provide these services. Fire Protection and Rescue Service is operated by the State and a mutual aid agreement exists with local jurisdictions. All fire and rescue personnel are State employees trained by local subdivisions or the University of Maryland Fire and Rescue Institute. There is no medical facility at BWI. Trained emergency personnel treat emergencies at the site. Premises are completely fenced with locking or electronic devices controlling access. The entire area is posted. Runways are asphalted concrete.

### **Martin State Airport**

Martin State Airport is a Federal Aviation Administration Class D airport with one concrete runway that is 8,100 feet long and 180 feet wide. Hangar space is leased to private aircraft owners. Leases contain hold harmless agreements and require aircraft owners to name the State as an additional insured. Martin State Airport provides fueling operations. There is also an aircraft self-fueling station. Fire and rescue service for Martin State Airport is provided by agreement with the U.S. Government. The military maintains fire fighting and crash rescue organization in support of civil/military operations at Martin State Airport. Local fire departments also provide additional support.

### **Previous Airport Liability Carriers and Losses Incurred (as of Nov 2012)**

8/15/2007-08	ACE USA	\$107,695 (23 claims/all closed)
8/15/2008-09	ACE USA	\$ 8,004 (21 claims/ 1 open)
8/15/2009-10	ACE USA	\$126,200 (35 claims/3 open)
8/15/2010-11	ACE USA	\$ 34,653 (25 claims/ all closed)
8/15/2011-12	ACE USA	\$ 23,674 (33 claims/7 open)

### **B. Summary of Required Airport Liability Coverages and Limits:**

#### **1. Airport Liability Coverage – Occurrence Basis**

\$500,000,000 Combined Single Limit any one occurrence and in the aggregate for Bodily Injury and Property Damage caused by an occurrence and arising out of the following hazards:

- Premises Liability
- Products-Completed Operations
- Construction and Demolition
- Non-Owned Aircraft
- Hangarkeepers

- Contractual

2. **War Risk Coverage**

\$150,000,000 limit per occurrence and in the aggregate

3. **Deductibles**

**Liability coverage has no deductible**

**War risk coverage has no deductible**

4. **Quote Terrorism (Domestic & Foreign)**

**C. General Terms**

1. The policy and any endorsement may not be modified except by mutual agreement and written instrument.
2. Insurance broker will be required to prepare a quarterly loss summary for MAA using an Excel spreadsheet format from carrier loss runs. The loss summary is currently provided monthly. (See Exhibit 2). The revision to a quarterly loss summary will require a similar format containing all of the elements in the monthly version. Note: losses are to cover a 10-year period (current year and nine prior) and be split out by BWI and Martin Airports. Any prior year that has an open claim shall also be included in the quarterly loss summary. Monthly carrier loss runs to be provided to the Office and to MAA.
3. Insurance broker will be required to attend an annual meeting with the carrier, the Office and MAA staff at BWI or Martin Airports. Attendance at other meetings will be required only if a need arises.
4. Coverage should include a "Profit Commission" program through Airports Council International (ACI) that offers some return premiums when the program losses are low.

### **3.06 Transit - Coverages Required**

#### **Summary of Coverage Needs (full details to be provided to Contractor):**

#### **I. Maryland Transit Administration- Excess Liability**

First Policy Effective July 1, 2014

**Named Insureds:** Maryland Transit Administration (“MTA”),  
Maryland Department of Transportation,  
State of Maryland,  
National Railroad Passenger Corporation, and  
AMTRAK (with respect to MTA operations ONLY).

#### **Additional Named Insured:**

- CSX Transportation, its subsidiaries and affiliates.

#### **Additional Insureds:**

- Suburban Country Club – with respect to a bus shelter on its property.
- Baltimore Gas & Electric Company – with respect to various interests including easements.
- Veolia Transportation and MV Transportation – with respect to the liability of Maryland Transit Administration arising out of vehicles used as mobility for transporting passengers.
- Bombardier Transportation Services – with respect to and to the extent of their written contract with Maryland Transit Administration and the operation of the Camden and Brunswick commuter lines.

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

The MTA is an administrative unit of the Department of Transportation of the State of Maryland, which provides public transit services in the Baltimore Metropolitan region and commuter rail service linking the Baltimore and Washington, D.C. metropolitan regions. Operations include an integrated system of MTA buses, mobility/paratransit vehicles, the Baltimore Metro, the Central Light Rail System and the Maryland Rail Commuter Service (MARC).

## Previous Excess Liability Losses Incurred (various evaluation dates)

<u>Policy Period</u>	<u>Incurred Losses</u> <u>Carriers</u>	<u>Incurred Losses</u> <u>MTA</u>
7/1/09-10	\$0	\$5,981,335
7/1/10-11	\$0	\$5,535,354
7/1/11-12	\$0	\$2,338,489

### B. Summary of Required Excess Liability Coverage and Limits:

Excess Liability for operations of the Maryland Transit Administration on a “claims-made” basis to include retroactive dates of July 1, 1986 for MTA (operations other than MARC) and July 1, 1987 for MARC operations.

**Special Note:** Failure to include the above retroactive dates may require that your proposal be adjusted to consider the appropriate premium needed to purchase the extended reporting period provision.

#### 1. Limits:

##### a. Specific Limits for MTA/MARC and MTA/all other operations

MTA/MARC ONLY = \$495 million excess of \$5 million self-insured retention

MTA/all other operations = \$195 million excess of \$5 million self-insured retention

**MTA/all other operations includes Metro, Light Rail, Bus, and Mobility/Paratransit.**

**MARC is Commuter Rail.**

b. See the attached graphic/tower attached as Exhibit 3 for the limits per layer, premiums, and carriers effective 07/01/2012 – 07/01/2013.

#### 2. Additional Endorsements

- Railroad Operation Evacuation Expense Coverage Endorsement.
- Limited Seepage, Pollution and Contamination Coverage.
- Special Trains Coverage.

- Punitive Damage Coverage either in the coverage form, by endorsement, or by separate policy.
- Coverage A Reporting Period Extension (30 days after policy expiration).
- 90 days notice of cancellation to the named insureds.

3. **Quote Terrorism (Domestic & Foreign).**

**C. General Terms**

The policy and any endorsement may not be modified except by mutual agreement and written instrument.

**II. Maryland Transit Administration - Railcar Floater**

First Policy Effective July 1, 2014

**Named Insureds:** Maryland Transit Administration (MTA),  
Maryland Department of Transportation,  
State of Maryland.

**A. Scope of Operations:**

Locomotives, Rail Passenger Cars, Rolling Stock of all kinds, Work Equipment, Equipment adapted for use on rails or highways (but not when being used in highway service) and any other equipment owned, leased or for which the Maryland Transit Administration may be deemed responsible. All as described and for amounts as stipulated in the Schedule attached to and made part of the policy.

**Previous Railcar Floater Carriers and Carrier-Incurred Losses (as of Jan. 2013)**

07/01/2007-08	Lexington	\$0
07/01/2008-09	Lexington	\$0
07/01/2009-10	RSUI- Landmark	\$0
07/01/2010-11	Ace	\$0
07/01/2011-12	Ace	\$0

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

1. Coverage  
\$50,000,000 any one occurrence.  
\$50,000,000 Earthquake and Named Windstorm/Total aggregate.  
\$10,000,000 Flood/specified zones.

\$50,000,000 Flood/all other zones.

Total insured Values: \$982,932,413 (as of 7-1-2012)

2. Deductible  
\$500,000 deductible each occurrence.

**C. General Terms**

1. Coinsurance = none
2. Coverage must apply while the Rolling Stock and/or Locomotives are undergoing repairs or reconditioning or rebuilding. Also, Maryland Transit Administration must be able to change the numbering or naming of property insured, provided that a record is kept that will prove the identification of same in case of loss.
3. Agreed Amount Clause – Schedule to be on file with Company.
4. Coverage must exclude loss of revenue.
5. Territory: within the 50 States comprising the United States of America and the District of Columbia.

**3.07 Term**

The term for the Contract(s) for Insurance Broker Services for Aviation Coverages and Transit Coverages will be May 1, 2013 through April 30, 2016, with up to two consecutive one-year renewal options exercisable at the sole discretion of the Office. The first policy effective dates under the Contract(s) are as specified in Sections 3.05 and 3.06. Insurance Broker Services provided under the Contract(s) shall continue for any policy placed within the term of the Contract until the expiration of the policy.

**3.08 Compensation**

For each policy obtained on behalf of the State by the selected Offeror, the Office shall pay to the selected Offeror the insurance broker services fee for that policy no later than 30 days after receipt by the Office of an original invoice from the Offeror.

For policies in existence at the time of this RFP, the broker services fee shall be as specified in the Contract (or in the case of any multi-year policy, a broker services fee negotiated by the Office for that policy). For new or added policies, the Offeror agrees to negotiate with



the Office in good faith to determine a reasonable broker services fee for such policy to be in effect for the remainder of the Contract term.

Each invoice for services rendered must reflect the Offeror's federal tax identification number. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

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

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

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

### **3.09 Staffing Requirements**

The Office expects that personnel will be assigned to the account as described in Section 4.03.3 and in the Offeror's Technical Proposal. If one or more of the proposed personnel become unavailable for continuation of the work assignment, the Contractor shall replace said individual(s) with personnel of substantially equal ability and qualifications. However, any changes to designated personnel will require the prior written approval of the Office.

## SECTION IV. PROPOSAL FORMAT

### 4.01 Transmittal Letter

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

### 4.02 Two -Volume Submission

For each coverage category, the Office must complete an initial technical evaluation of each submitted proposal before considering the Offerors' price proposals. Consequently, for each coverage category for which an Offeror is submitting a proposal, the proposal must be submitted in two volumes as indicated below.

### 4.03 Volume I - Technical Proposal

The volume(s) containing the technical proposal(s) shall be labeled "Maryland State Treasurer's Office RFP for Insurance Broker Services for [Aviation Coverages or Transit Coverages] - Technical." Each technical proposal volume shall contain the transmittal letter (Section 4.01) and the completed Bid/Proposal affidavit (Appendix B), Investment Activities in Iran Certification (Appendix C), and Minority Business Enterprise Forms (Appendix F). The proposals must include responses to Section 3.03 Minimum Qualifications.

Each technical proposal volume should be prepared in a clear and concise manner and address all subsections below. Offerors submitting proposals for insurance broker services need to clearly designate aviation coverages or transit coverages on each proposal and address the information requested in sections 1 through 8 below as they specifically relate to such coverages.

#### 1. General Information

- A. Name of firm;
- B. Mailing address of the office from which the proposal is being submitted;
- C. Name of individual who will represent firm as primary contact person on matters relating to the proposal; and

D. Telephone number, email address, and fax number.

2. Offeror's Qualifications

- A. Each Offeror shall specifically and clearly provide brief supporting statements describing how the Offeror meets the Minimum Qualifications cited in Section 3.03.
- B. Each Offeror shall provide Professional Errors and Omissions Liability carrier's current Best's Rating. If the errors and omissions insurance carrier is Lloyd's of London, or partly Lloyd's of London, include the Lloyd's of London syndicate(s) Best Rating also.

3. Proposed Personnel

Indicate the manner in which you would organize your firm's resources to provide the appropriate assistance to the Office by including the following:

- A.
  - (i) Identify the individual who will be assigned as the principal broker to the account and define their position with the firm;
  - (ii) How many years experience does this individual have in providing insurance broker services to the relevant coverage (see Section 3.03 Minimum Requirements);
  - (iii) What is this individual's availability to work on this account; and
  - (iv) Their expertise and roles in the relevant coverage.
- B. Identify other personnel that will be assigned to the relevant account, their availability to work on this account, and their expertise in the relevant coverage.
- C. In a chart format, indicate how you expect to assign the services listed in Section 3.02 to the firm's personnel assigned to the Contract, and to the MBE firms, if any, which will be providing services.
- D. Identify any other personnel that you might propose to be assigned to this account in the event that the individual(s) listed above are not available.
- E. Provide resumes of the individuals listed in 3. A and B.

4. Firm's Broker Services Experience

- A. Provide a list of a minimum of three public entity (preferably state) customers for which your firm served as a primary broker for aviation or transit liability insurance coverage, as applicable, since January 1, 2009.
- B. Select two of the customers listed above and discuss how the experience gained from working for these customers relates to the services requested by the Office. If you are submitting proposals for both aviation and transit liability coverage, please ensure your discussion in each proposal is applicable to the specific services proposed. Be sure to indicate any unusual or exceptional problems, conditions, or situations that your firm faced and solved.

5. Firm Capabilities

- A. Each Offeror shall provide in its proposal confirmation of their ability to perform each of the services listed in Section 3.02 Insurance Broker Services;
- B. Describe your firm, including when organized, corporate structure, and type of ownership;
- C. Provide any further information considered pertinent in describing your firm's capabilities, which can include underwriting, loss control, or claims services.

6. Client References

- A. Provide three client references for aviation insurance or transit insurance coverage, as applicable. The list must include the coverages you currently write for each client reference that are **similar** to the aviation or transit liability insurance broker services, as applicable, requested in this RFP.
- B. Furnish company name, and contact name, title, and telephone number for each client reference.

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

7. Rationale for Appointment

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

8. Economic Benefits to the State of Maryland

Describe the benefits that will accrue to the Maryland economy as a direct result of the Offeror's performance of the Contract resulting from the solicitation. Economic benefits include:

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

#### **4.04 Volume II - Price Proposals**

The volume(s) containing the price proposals shall each be labeled “Maryland State Treasurer’s Office Request for Proposals for Insurance Broker Services for [Aviation Coverages or Transit Coverages] – Price.” The label must clearly identify the insurance broker services to which each price proposal relates by indicating either aviation coverages or transit coverages. The Offeror’s price proposal(s) must be in a separate sealed envelope(s) from the corresponding technical proposal(s). Each price proposal must consist of a completed and signed Price Proposal which provides the proposed annual fee for insurance broker services for the applicable coverage. The Price Proposal forms are included as Appendix A-1 and A-2 to this RFP.

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

#### **4.05 Disclosures**

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

Remainder of page intentionally left blank

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

### **5.01 Qualifying Proposals**

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

### **5.02 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) for each coverage category received by the submission deadline. The Evaluation Committee will separately rank the proposals for each coverage category and make separate recommendations for award based on (1) technical merit (see Section 5.03), as demonstrated in the technical proposal and oral presentations, if any, and (2) price, both as presented in the best and final offer, if any. Technical merit will be given more weight than price in determining the Evaluation Committee's final ranking.

### **5.03 Technical Evaluation**

After the Procurement Officer identifies the qualifying proposals separately for each coverage category, the Evaluation Committee will conduct an initial evaluation of the technical merit of each qualifying proposal for each coverage category based on the information provided in the proposal for that category in response to subsection 4.03 Volume I – Technical Proposal, above. The Evaluation Committee's final technical evaluation for a coverage category may include information obtained during oral presentations, if any.

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

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

#### **5.04 Price Evaluation**

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

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

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

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

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

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

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 a final determination of award. The Office shall honor requests for debriefings at the earliest feasible time after the request has been received. The Office shall hold debriefings in accordance with COMAR 21.05.03.06.



## 5.08 Responsibility

### 1. General

(a) The procurement regulations in COMAR Title 21 define a “responsible” Offeror as one “...who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability that shall assure good faith performance.”

(b) COMAR Title 21 also requires that the Procurement Officer determine before awarding a contract to an Offeror whether the Offeror is responsible. The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a “responsible” Offeror.

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

### 2. Discussions

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

## APPENDIX A

### PRICE PROPOSAL FORM INSTRUCTIONS

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

**APPENDIX A-1  
PRICE PROPOSAL**

**RFP for Insurance Broker Services for Aviation Coverages  
RFP #AV/TR-03122013**

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

\_\_\_\_\_  
**Address**

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

ANNUAL insurance broker fee (all inclusive) for insurance broker services for the State of Maryland for Aviation Coverages for the initial Contract term and for all subsequent renewal terms, if any.

**State -Owned Aircraft (Hull and Liability)** \$ \_\_\_\_\_

**Airport Liability (Maryland Aviation Administration)** \$ \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Date

**APPENDIX A-2  
PRICE PROPOSAL**

**RFP for Insurance Broker Services for Transit Coverages  
RFP #AV/TR-03122013**

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

\_\_\_\_\_  
**Address**

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

ANNUAL insurance broker fee (all inclusive) for insurance broker services for the State of Maryland for Transit Coverages for the initial Contract term and for all subsequent renewal terms, if any.

**MTA Excess Liability** \$ \_\_\_\_\_

**MTA Rail Car Floater** \$ \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

A. Authority

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

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

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

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

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

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

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder 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 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 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

### C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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



judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court,

official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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#### D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

#### E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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

#### F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. ACKNOWLEDGEMENT

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

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

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

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

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

**APPENDIX C**  
**Investment Activities in Iran Certification**  
**(To be submitted with Technical Proposal)**

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705;

(i) 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 §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

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

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

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

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

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID

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

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

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

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

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements

reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

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

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

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

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:

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

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



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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 2013\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

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

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

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

**APPENDIX E**

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

## CONTRACT

**THIS CONTRACT** (the "Contract") is made as of the \_\_\_ day of \_\_\_\_\_, 2013, by and between [Firm Name and Address] (the "Contractor"), and the **MARYLAND STATE TREASURER'S OFFICE**, 80 Calvert Street, Annapolis, Maryland 21401 (the "Office"), an office of the **STATE OF MARYLAND** (the "State").

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

### ARTICLE I - SCOPE OF SERVICES

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

1.1. General Services. The Contractor shall provide insurance broker services (the "Broker Services") for the [aviation and/or transit] liability coverages (the "Coverages") as described in this Contract, which includes the following exhibits:

- Exhibit A: The Office Request for Proposals ("RFP") for Insurance Broker Services for Aviation Coverage and Transit Coverage, RFP #AV/TR-03122013;
- Exhibit B: Questions and Answers in reference to the RFP dated \_\_\_;
- Exhibit C: Contractor's Proposal for \_\_\_\_\_ coverage dated \_\_\_;
- Exhibit D: Contractor's Price Proposal for \_\_\_\_\_ coverage dated \_\_\_;
- Exhibit E: Contractor's Oral Presentation dated \_\_\_; and
- Exhibit F: Bid/Proposal Affidavit and Contract Affidavit.

1.2. If there are any inconsistencies between this Contract and the Exhibits, the terms of this Contract shall control. If there is any conflict among the Exhibits, Exhibit A, [if amended, also use "as amended by Exhibit \_"], shall control.

1.3 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 4.5., Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

## **ARTICLE II - TERM**

- 2.1. The initial term of this Contract shall be for a period beginning May 1, 2013 and ending April 30, 2016. Broker services shall continue for any policy placed within the term of the Contract until the expiration of that policy.
- 2.2. In addition there shall be two subsequent one-year renewal options, which may be exercised at the sole discretion of the Office.
- 2.3. Broker Services shall continue for any Coverages placed within the term of the Contract until the expiration of those Coverages and all of the provisions of this Contract shall continue to apply with respect to the Broker Services relating to such coverages.
- 2.4. The provisions of Sections 4.1 (Liability), 4.5 (Disputes), 4.6 (Maryland Law Prevails), 4.20 (Retention of Records/Audit), 4.24 (Ownership of Documents and Materials), and 4.25 (Patents, Copyrights and Trade Secrets) of this Contract shall survive termination of this Contract for any reason.
- 2.5. After the end of the Contract term, the Contractor shall continue to perform any Contract services that were in process on the expiration date of the Contract and shall receive the payment specified in the Contract for such services. Contractor shall also assist the Office during any transition period to a new contractor and provide all necessary information and data to any subsequent contractor.

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

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

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

3.3.2. Invoices must be submitted either:

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

3.3.3. Except as provided in Section 3.3.2. above, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after receipt by the Office's, Accounts Payable Division of a proper invoice from the Contractor. Payments of policy premiums may be paid in less than 30 days to comply with coverage dates. Each invoice for services rendered must reflect the Contractor's federal tax identification number, which is \_\_\_\_\_, and shall clearly indicate the specific type of service provided. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

#### **ARTICLE IV – GENERAL CONDITIONS**

##### **4.1. Liability**

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

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

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

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

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

##### **4.3. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor sell, transfer, or otherwise assign its obligations under this Contract, or any portion thereof, or any of its rights or obligations hereunder, without the prior written approval of the State; provided, however, that the Contractor may subcontract services under or make an assignment of this Contract to an affiliate of the Contractor that is fully capable of

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

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

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

#### 4.5. Disputes

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

#### 4.6. Maryland Law Prevails

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

#### 4.7. Amendments

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

#### 4.8. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

#### 4.9. Commercial Nondiscrimination Clause

4.9.1. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

#### 4.10. Contingent Fee Prohibition

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

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

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

#### 4.12. Termination for Default

If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

#### 4.13. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

#### 4.14. Delays and Extensions of Time

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



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

#### 4.15. Variations in Estimated Quantities

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

#### 4.16. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

#### 4.17. Pre-Existing Regulations

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

#### 4.18. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### 4.19. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Sections 14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate

\$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

#### 4.20. Retention of Records/Audit

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

#### 4.21. Compliance With Laws

The Contractor hereby represents and warrants that:

- 4.21.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 4.21.2. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 4.21.3. It shall comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract; and
- 4.21.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

#### 4.22. Liability for Loss of Data

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

#### 4.23. Cost and Price Certification

- 4.23.1. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a

mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

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

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

#### 4.24. Ownership of Documents and Materials

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

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

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

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

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

specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

4.26. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, including all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law and the confidentiality provisions of the RFP. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

**ARTICLE V - NOTICES**

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

If to the Office:

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

If to the Contractor:

[Name and Address]

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

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

**ARTICLE VI - ADMINISTRATION**

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

**ARTICLE VII - REPRESENTATIONS**

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

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

ATTEST:

**[Contractor's Legal Name]**

\_\_\_\_\_

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

[Signator]

[Title]

WITNESS:

**MARYLAND STATE TREASURER'S OFFICE**

\_\_\_\_\_

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

Bernadette T. Benik

Chief Deputy Treasurer

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

\_\_\_\_\_

Assistant Attorney General

## APPENDIX F

### MINORITY BUSINESS ENTERPRISE PARTICIPATION

#### PURPOSE

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

#### MBE GOALS AND SUB GOALS

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

OR

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

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

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

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

## SOLICITATION AND CONTRACT FORMATION

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

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

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

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

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

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

## CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

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

### ATTACHMENTS

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



## MDOT Certified MBE Utilization and Fair Solicitation Affidavit

(submit with bid or offer)

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

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

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

**OR**

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

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

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

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

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

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

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

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

Continue on a separate page, if needed.

**SUMMARY**

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

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

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

\_\_\_\_\_  
Signature of Affiant

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Outreach Efforts Compliance Statement

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

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

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

**OR**

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

**OR**

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

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

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

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

## Subcontractor Project Participation Certification

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

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

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

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

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

**PRIME CONTRACTOR SIGNATURE**

**SUBCONTRACTOR SIGNATURE**

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

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

**EXHIBIT 1**  
**State Finance and Procurement Article**  
**Title 17. Special Provisions – State and Local Subdivisions**  
**Subtitle 7. Investment Activities in Iran**

**§17-701. Definitions**

- (a) In this subtitle the following words have the meanings indicated.
- (b) “Energy sector of Iran” means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (c) “Financial institution” has the meaning stated in Section 14 of the Iran Sanctions Act of 1996 (Public Law 104-172).
- (d) “Iran” includes the government of Iran and any agency or instrumentality of Iran.
- (e) “Person” includes:
  - (1) a natural person, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;
  - (2) a governmental entity or instrumentality of a government, including a multilateral development institution, as defined by the federal International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or
  - (3) any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control with, an entity described in item (1) or (2) of this subsection.
- (f) “Public body” means:
  - (1) the State;
  - (2) a county, municipal corporation, or other political subdivision;
  - (3) a public instrumentality; or
  - (4) any governmental unit authorized to award a contract.

**§17-702. Engagement of Investment activities in Iran**

For purposes of this subtitle, a person engages in investment activities in Iran if:

- (1) the person provides goods or services of \$20,000,000 or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (2) the person is a financial institution that extends \$20,000,000 or more in credit to another person for 45 days or more if the person to whom the credit is extended:
  - (i) will use the credit to provide goods or services in the energy sector of Iran as described in item (1) of this section; and
  - (ii) is, at the time of the extension of credit, identified on a list created under § 17-704 of this subtitle as a person engaging in investment activities in Iran.

**§17-703. Ineligibility to bid on, submit a proposal for, or enter into or renew contract**

A person that, at the time of bid or proposal for a new contract or renewal of an existing contract, is identified on a list created by the Board under § 17-704 of this subtitle as a person engaging in investment activities in Iran is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with a public body for goods or services.

**§17-704. List of persons engaged in investment activities in Iran**

(a) (1) On or before December 31, 2012, the Board shall use credible information available to the public to create a list of persons that the Board determines to be engaged in investment activities in Iran as described in § 17-702 of this subtitle.

(2) The Board shall update the list at least every 180 days.

(3) Before the Board includes a person on the list, the Board shall provide the person with 90 days' written notice that:

(i) the Board intends to include the person on the list; and

(ii) inclusion on the list would make the person ineligible to bid on, submit a proposal for, or enter into or renew a contract with a public body for goods or services.

(4) The notice required under paragraph (3) of this subsection shall specify that if the person ceases engagement in investment activities in Iran as described in § 17-702 of this subtitle, the person may become eligible for a future contract or contract renewal with a public body for goods or services on removal from the list.

(b) (1) The Board shall provide a person with an opportunity to comment in writing to the Board that the person is not engaged in investment activities in Iran.

(2) If the person demonstrates to the Board that the person is not engaged in investment activities in Iran as described in § 17-702 of this subtitle, the Board may not include the person on the list.

(c) The Board shall remove a person from the list if the person demonstrates to the Board that the person no longer is engaged in investment activities in Iran as described in § 17-702 of this subtitle.

(d) The Board shall make every reasonable effort to avoid erroneously including a person on the list.

(e) The Board shall publish the list on the Internet.

#### **§17-705. Bid or proposal for contract**

(a) On or after January 1, 2013, a public body shall require a person that submits a bid or proposal to the public body for a contract for goods or services, or otherwise proposes to enter into or renew a contract for goods or services with the public body, to:

(1) certify at the time the bid is submitted or the contract is renewed that the person:

(i) is not identified on the list created by the Board as a person engaging in investment activities in Iran as described in § 17-702 of this subtitle; and

(ii) is not engaging in investment activities in Iran as described in § 17-702 of this subtitle; or

(2) if the person is unable to make the certification under item (1) of this subsection, provide the public body, under penalty of perjury, a detailed description of the person's investment activities in Iran.

(b) A public body shall submit any information provided to the public body under subsection (a)(2) of this section to the Board.

#### **§ 17-706. False certification**

(a) Notice and opportunity to be heard. --

(1) If a public body, using credible information available to the public, determines that a person has submitted a false certification under § 17-705(a)(1) of this subtitle, the public body shall provide written notice to the person and an opportunity for the person to demonstrate in writing that the person is not engaged in investment activities in Iran.

(2) If the person fails to demonstrate to the public body within 90 days after the public body provides notice under paragraph (1) of this subsection that the person is not engaged in investment activities in Iran, the public body shall report to the Board and the Attorney General:

(i) the name of the person determined to have submitted a false certification; and

(ii) the information on which the public body made its decision.

(b) Action by Attorney General. --

(1) The Attorney General may institute an action against a person determined to have submitted a false certification under § 17-705(a)(1) of this subtitle.

(2) An action brought under this section shall be brought within 3 years from the date the certification is made.

(c) Penalties. -- If, in an action brought under this section, a court determines that a person submitted a false certification:

(1) the person shall pay all reasonable costs and fees incurred in the civil action, including:

(i) any costs incurred by the public body for the investigation that led to the finding of the false certification; and

(ii) all reasonable costs and fees incurred by the Attorney General in bringing the action;

(2) the court may impose a civil penalty equal to the greater of \$ 1,000,000 or twice the amount of the contract for which the false certification was submitted;

(3) the public body may terminate the contract for which the false certification was submitted; and

(4) the person is ineligible to bid on a contract with a public body for a period of 3 years from the date of the court order.

(d) Protest of award of contract based on false certification. --

(1) Except as provided in paragraph (2) of this subsection, an unsuccessful bidder or any other person may not protest the award of a contract or contract renewal on the basis of a false certification.

(2) Paragraph (1) of this subsection does not prohibit a public body from filing a protest objecting to the award of a contract or contract renewal on the basis of a false certification.

(e) No private right of action. -- This subtitle does not create or authorize a private right of action.

### **§ 17-707. Preemption**

This subtitle preempts any law, ordinance, rule, or regulation of any local governing body involving procurement contracts for goods or services with a person engaged in investment activities in Iran.

## EXHIBIT 2

### MARYLAND AVIATION ADMINISTRATION

#### BWI and Martin State Airports

#### Airport Liability Loss Summary

Period: Loss evaluation date 12-6-2012 as compared to loss evaluation date 11-8-2012

Insurer	Policy Period	Number Reported Claims (NRC)	NRC Last Month	% Change	Number Open/Re-open Claims (NOC)	NOC Last Month	% Change	A Total Paid Claims (Minus Recovery)	B Outstanding Reserves	C Total Incurred A+B	D Policy Premium	E Loss Ratio C/D	Loss Ratio Last Month
ACE USA	Aug 15, 2012-13	1	1	0%	1	1	0%	\$ -	\$ 1.00	\$ 1.00	\$284,202.00	0.0%	0.0%
ACE USA	Aug 15, 2011-12	33	33	0%	7	7	0%	\$ 23,666.80	\$ 7.00	\$ 23,673.80	\$290,003.00	8.2%	8.1%
ACE USA	Aug 15, 2010-11	25	25	0%	0	1	-100%	\$ 34,653.21	\$ -	\$ 34,653.21	\$372,171.00	9.3%	9.3%
ACE USA	Aug 15, 2009-10	35	35	0%	3	3	0%	\$ 87,198.35	\$ 39,002.00	\$126,200.35	\$559,171.00	22.6%	22.6%
ACE USA	Aug 15, 2008-09	21	21	0%	1	1	0%	\$ 8,002.79	\$ 1.00	\$ 8,003.79	\$559,207.00	1.4%	1.4%
ACE USA	Aug 15, 2007-08	23	23	0%	0	0	0%	\$ 107,695.21	\$ -	\$107,695.21	\$885,643.00	12.2%	12.2%
ACE USA	Aug 15, 2006-07	33	33	0%	0	0	0%	\$ 95,400.18	\$ -	\$ 95,400.18	\$897,084.00	10.6%	10.6%
ACE USA	Aug 15, 2005-06	33	33	0%	0	0	0%	\$ 101,288.59	\$ -	\$101,288.59	\$493,084.00	20.5%	20.5%
ACE USA	Aug 15, 2004-05	40	40	0%	0	0	0%	\$ 332,878.31	\$ -	\$332,878.31	\$572,050.00	58.2%	58.2%
ACE USA	Aug 15, 2003-04	31	31	0%	0	0	0%	\$ 185,670.70	\$ -	\$185,670.70	\$602,824.00	30.8%	30.8%
ACE USA	Aug 15, 2002-03	81	81	0%	0	0	0%	\$ 244,043.07	\$ -	\$244,043.07	\$550,335.00	44.3%	44.3%
ACE USA	Aug 15, 2001-02	65	65	0%	0	0	0%	\$ 111,169.84	\$ -	\$111,169.84	\$323,283.00	34.4%	34.4%

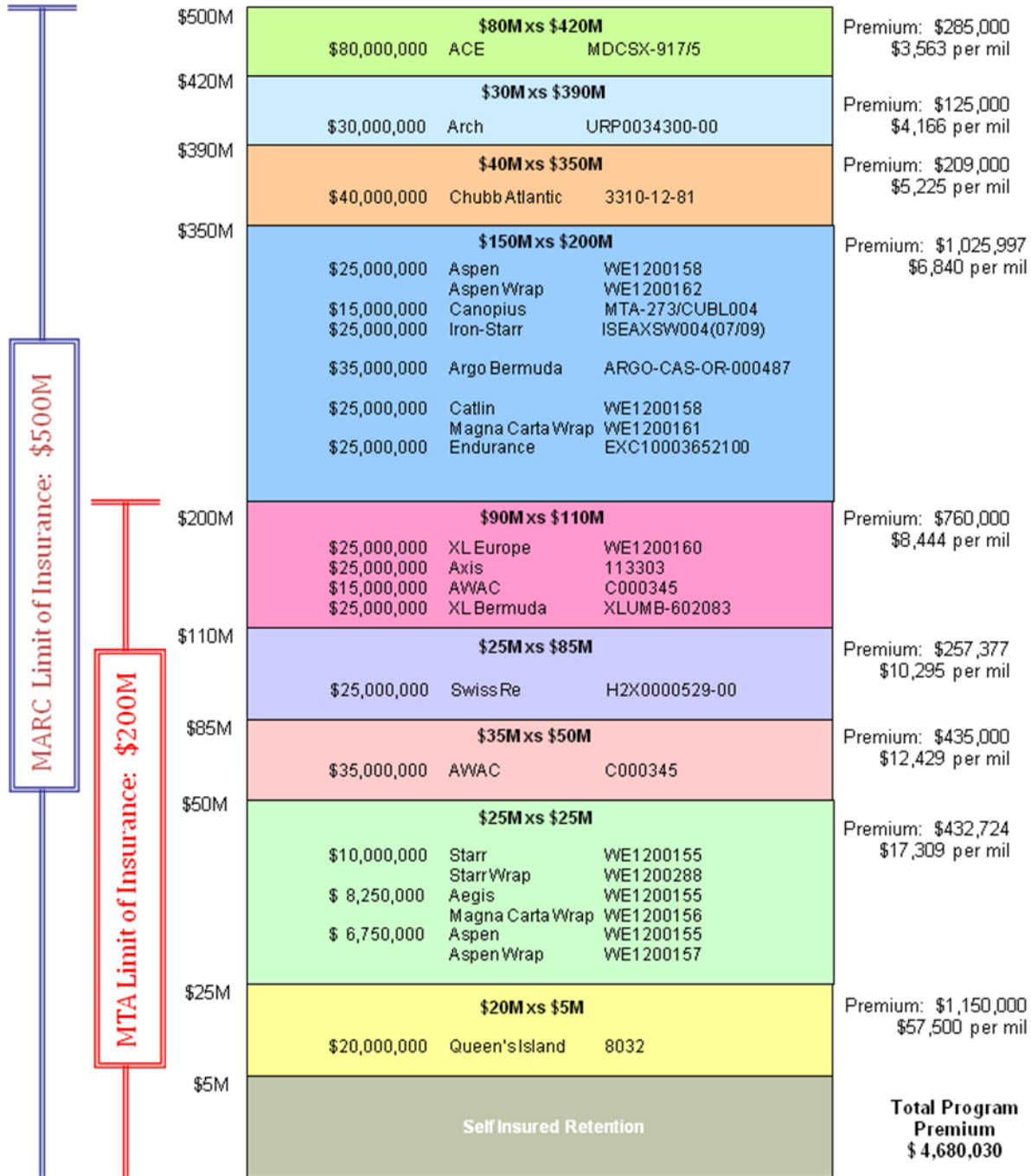


<b>BWI Airport</b>	Policy Period	Number Reported Claims (NRC)	NRC Last Month	% Change	Number Open/Re- open Claims (NOC)	NOC Last Month	% Change	A Total Paid Claims (Minus Recovery)	B Outstanding Reserves	C Total Incurred A+B	% Overall Total Incurred	% Overall Total Incurred Last Month
	Aug 15, 2012-13	0	0	0%	0	0	0%	\$ -	\$ -	\$ -	0.0%	0.0%
	Aug 15, 2011-12	29	29	0%	6	6	0%	\$ 3,371.77	\$ 6.00	\$ 3,377.77	14.3%	14.1%
	Aug 15, 2010-11	22	22	0%	0	1	-100%	\$ 34,303.21	\$ -	\$ 34,303.21	99.0%	99.0%
	Aug 15, 2009-10	34	34	0%	3	3	0%	\$ 87,198.35	\$ 39,002.00	\$ 126,200.35	100.0%	100.0%
	Aug 15, 2008-09	17	17	0%	1	1	0%	\$ 1,470.57	\$ 1.00	\$ 1,471.57	18.4%	14.8%
	Aug 15, 2007-08	22	22	0%	0	0	0%	\$ 97,879.63	\$ -	\$ 97,879.63	90.9%	90.9%
	Aug 15, 2006-07	30	30	0%	0	0	0%	\$ 78,254.69	\$ -	\$ 78,254.69	82.0%	82.0%
	Aug 15, 2005-06	31	31	0%	0	0	0%	\$ 99,383.59	\$ -	\$ 99,383.59	98.1%	98.1%
	Aug 15, 2004-05	37	37	0%	0	0	0%	\$ 332,815.76	\$ -	\$ 332,815.76	100.0%	100.0%
	Aug 15, 2003-04	28	28	0%	0	0	0%	\$ 182,727.24	\$ -	\$ 182,727.24	98.4%	98.4%
	Aug 15, 2002-03	75	75	0%	0	0	0%	\$ 234,558.12	\$ -	\$ 234,558.12	96.1%	96.1%
	<b>Martin State Airport</b>											
	Aug 15, 2012-13	1	1	0%	1	1	0%	\$ -	\$ 1.00	\$ 1.00	100.0%	100.0%
	Aug 15, 2011-12	4	4	0%	1	1	0%	\$ 20,295.03	\$ 1.00	\$ 20,296.03	85.7%	85.9%
	Aug 15, 2010-11	3	3	0%	0	0	0%	\$ 350.00	\$ -	\$ 350.00	1.0%	1.0%
	Aug 15, 2009-10	1	1	0%	0	0	0%	\$ -	\$ -	\$ -	0.0%	0.0%
	Aug 15, 2008-09	4	4	0%	0	0	0%	\$ 6,532.22	\$ -	\$ 6,532.22	81.6%	85.2%
	Aug 15, 2007-08	1	1	0%	0	0	0%	\$ 9,815.58	\$ -	\$ 9,815.58	9.1%	9.1%
	Aug 15, 2006-07	3	3	0%	0	0	0%	\$ 17,145.49	\$ -	\$ 17,145.49	18.0%	18.0%
	Aug 15, 2005-06	2	2	0%	0	0	0%	\$ 1,905.00	\$ -	\$ 1,905.00	1.9%	1.9%
	Aug 15, 2004-05	3	3	0%	0	0	0%	\$ 62.55	\$ -	\$ 62.55	0.0%	0.0%
	Aug 15, 2003-04	3	3	0%	0	0	0%	\$ 2,943.46	\$ -	\$ 2,943.46	1.6%	1.6%
	Aug 15, 2002-03	6	6	0%	0	0	0%	\$ 9,484.95	\$ -	\$ 9,484.95	3.9%	3.9%

**EXHIBIT 3**  
**Maryland Transit Administration**  
**Excess Liability Tower**



**Maryland Transit Administration**  
**Excess Liability Tower**  
**2012 – 2013**



Footnote: Terrorism is included in all policies in every layer shown above