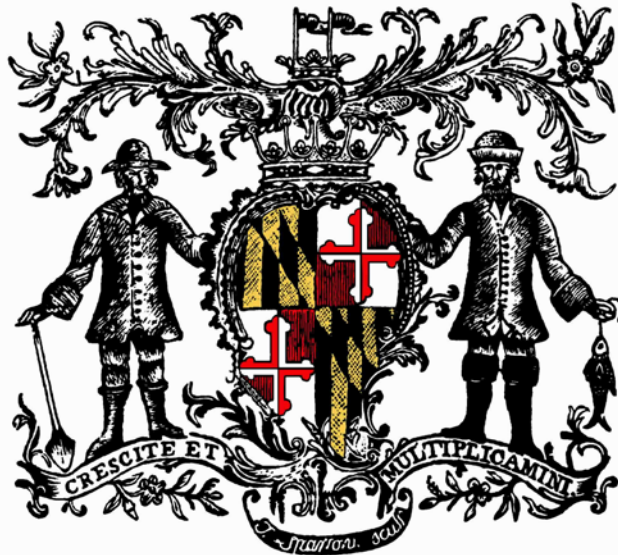


Request for Proposals



Procurement Manual Solicitation ID: Manual 2015

*STATE OF MARYLAND
BOARD OF PUBLIC WORKS*

Issue Date:

March 19, 2015

*Minority Business Enterprises and Veteran-owned Small Businesses
are encouraged to respond to this solicitation.*

NOTE: Prospective Offerors who obtain this document from a source other than the Procurement Officer and who wish to assure receipt of any additional materials related to this RFP must provide the Procurement Officer with contact information to ensure receipt of all RFP-related material.

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SECTION I: General Information

1.1 Purpose

The Maryland Board of Public Works (**Board** or **BPW**) seeks consultant services to develop an online Procurement Manual (**Manual** or **Procurement Manual**) providing Maryland agencies with step-by-step instruction on how to procure supplies and equipment, services, construction, information technology, and architectural and engineering services. The Manual will cover the small procurement, emergency, expedited, and sole source procurement methods. The procedures developed in the Manual will be governed by Maryland statutes and regulations, Board of Public Works Advisories, and agency-specific policies and procedures.¹ The Manual will include standardized forms. The Board intends to enter into an eighteen-month contract, plus one six-month option, with the offeror whose proposal is determined to be most advantageous to the State. **The total project budget may not exceed \$77,000.**

1.2 Background

The Board of Public Works, established by the Constitution of Maryland in the nineteenth century to superintend public improvements, is unique in the nation. The Board comprises the Governor, Treasurer, and Comptroller. The Board controls procurement by most State agencies (including the direct review and approval of most State contracts exceeding \$200,000); adopts regulations (Code of Maryland Regulations Title 21); sets procurement policy; and establishes internal operating procedures. Board operations are directed by the Executive Secretary with the Board's Procurement Advisor and General Counsel serving statutorily-delineated duties. One of the Procurement Advisor's duties is to "establish policies for the effective training of State procurement officials to ensure that the State's procurement system is utilizing the most advanced procurement methods and management techniques."²

In 2013, the Board of Public Works engaged a consultant to assess State procurement laws and policies and develop a plan for improvements.³ A key recommendation is to develop a Statewide Procurement Manual setting forth consistent policies, procedures, and forms.

¹ State procurement law comprises Division II of the State Finance and Procurement Article of the Maryland Annotated Code, and Title 21 of the Code of Maryland Regulations. Procurement policy is established through Board of Public Works Advisories. Not every executive agency has its own procurement policies and procedures.

² State Finance and Procurement Article, Section 12-102(a)(2)xii), Annotated Code of Maryland.

³ *Procurement Improvement Review- State of Maryland* by Treya Partners, May 1, 2013: <http://bpw.maryland.gov/Documents/FINAL%20Treya%20Report%20May2013.pdf>

To that end, the Board of Public Works is seeking a consultant to develop an online Procurement Manual for use by State employees. The Board intends to enter into an eighteen-month agreement, plus one six-month option, with the offeror whose proposal is determined to be most advantageous to the State.

1.3 Issuing Office; Procurement Officer

The Maryland Board of Public Works (**Board** or **BPW**) is issuing this Request for Proposals (**RFP**). Our web site is www.bpw.state.md.us.

The Procurement Officer is:

Mary Jo Childs, Esq., CPPO, CPCM
Board of Public Works
Goldstein Treasury Building
80 Calvert Street, Room 117
Annapolis, Maryland 21401
maryjo.childs@maryland.gov
Phone: 410.260.7335
Fax: 410.974.5240

The Procurement Officer is the sole point of contact for this RFP. All communication about this RFP may be made **ONLY** through the Procurement Officer. No one else has the authority to change requirements or to respond to inquiries.

1.4 Award

This procurement is being conducted as a *Procurement by Competitive Sealed Proposals* in accordance with COMAR 21.05.03. The Board of Public Works intends to make one award to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering the evaluation factors set forth in the RFP, including price. However, this solicitation does not commit the BPW to award a contract. A responsible Offeror is one who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

This section intentionally left blank.

1.5 Anticipated Schedule

RFP Issue Date	March 19, 2015
Pre-proposal Conference	April 7, 2015 at 10 a.m.
Proposal Inquiry Deadline	April 23, 2015
Closing Date for Receipt of Proposals	April 27, 2015
Anticipated Selection Date	May 2015
Anticipated Notice to Proceed	June 30, 2015

1.6 Pre-Proposal Conference

A pre-proposal conference will be held:

April 7, 2015
10 a.m. EST
Assembly Room, Goldstein Treasury Building
80 Calvert Street
Annapolis, Maryland 21401

Your attendance is strongly encouraged but is not mandatory. We believe that attendance will facilitate your proposal preparation. You may bring written questions to the pre-proposal conference.

Please inform the Board's Records Manager if you plan to attend:

Devan Perry, BPW Records Manager
Phone: 410.260.7335
Fax: 410.974.5240
Email: devan.perry@maryland.gov

However, you may attend even if you have not replied.

If you will need sign-language interpretation or other accommodation due to a disability, we would appreciate five days' notice. The Procurement Officer will ensure reasonable accommodations that are timely requested.

The Procurement Officer will distribute a pre-proposal conference summary to prospective Offerors known to her to have received a copy of this RFP.

1.7 Questions

Offerors are responsible for understanding this solicitation. To that end, prospective Offerors may submit questions to the Procurement Officer.

- Questions must be in writing and submitted via hard-copy, fax, or email.
- You may bring written questions to the pre-proposal conference.
- Questions must be received in the Issuing Office by April 23, 2015.
- Questions received after this date will be answered only if time permits.
- The Procurement Officer will distribute a written summary of responses to timely-received questions to all prospective Offerors known to her to have received a copy of this RFP.
- Oral communications are not binding.

1.8 Submission Deadline

The deadline for submitting Proposals in response to this RFP is:

April 27, 2015 by 2:00 p.m. EST

Proposals must be delivered to the Procurement Officer:

Mary Jo Childs
Board of Public Works
Treasury Building, Room 117
80 Calvert Street, Annapolis, Maryland 21401

There is no public opening of proposals.

Offerors must allow sufficient time to ensure timely delivery to the Procurement Officer. Offerors are cautioned that the U.S. Mail and other delivery services deposit mail in the Treasury Building mailroom. Delivery to the mailroom is **not** submission to the Issuing Office. **Offerors are charged with making sure their proposals are received in the Issuing Office before the deadline.** Hand delivery to the Issuing Office is encouraged.

Requests to extend the deadline will not be granted.

Proposals received after the deadline are late.

Late proposals will not be accepted.

Oral, faxed, or emailed proposals will not be accepted.

1.9 Maryland Procurement System

1.9-1 Board of Public Works

The Board of Public Works, established by the Constitution of Maryland in the nineteenth century to superintend public improvements, is unique in the nation. The Board comprises the Governor, Treasurer, and Comptroller. The Board controls procurement by most State agencies (including the direct review and approval of most State contracts exceeding \$200,000); adopts regulations (Code of Maryland Regulations, Title 21); sets procurement policy; and establishes internal operating procedures. Board operations are directed by the Executive Secretary with the Board's Procurement Advisor and General Counsel serving statutorily-delineated duties.

1.9-2 Procurement Units

Executive Branch principal departments must for the most part comply with the State Procurement Law.⁴ Higher education institutions (the University System of Maryland, Morgan State University, and St. Mary's College of Maryland) are generally exempt from the State Procurement Law and have implemented independent procurement policies and procedures. In addition, more than thirty agencies, programs, and transactions are exempt from the State Procurement Law. The Procurement Manual will NOT include procedures for exempt agencies.

Seven State agencies are designated as primary procurement units. Subject to the authority of the Board of Public Works, these primary procurement units have jurisdiction as follows:

State Treasurer may engage in or control procurement of:

- Banking
- Financial services
- Insurance
- Insurance services

Department of Budget and Management may control procurement of:

- Services
- Leases of motor vehicles

Department of General Services may engage in or control procurement of:

- Real property leases
- Supplies
- Construction and construction-related services

⁴ An organizational chart of the Executive Branch is included as Attachment F.

- Architect and engineering services

Department of Transportation and Maryland Transportation Authority may engage in procurement of:

- Transportation-related construction and construction services
- Transportation-related architect and engineering services
- Rolling stock and other property peculiar to a transit system
- Supplies and services for aeronautics-related activities

Maryland Port Commission may engage in procurement of:

- Supplies and services for Port-related activities
- Construction and construction-related services for a Port facility
- Port-related architect and engineering services
- Leases of real property for Port-related activities unless lease payments are from the General Fund

Department of Public Safety and Correctional Services may engage in procurement of:

- Construction and construction-related services for State correctional facilities
- Supplies, materials, and equipment in support of construction and construction-related services for State correctional facilities

Department of Information Technology may control procurement of:

- Information processing equipment and associated services
- Telecommunications equipment, systems, or services

1.9-3 Socioeconomic Policies

Maryland's various socioeconomic procurement programs include:

Minority Business Enterprise Program
www.mdminoritybusiness.com

Small Business Reserve
www.bpw.state.md.us/static_files/Advisories

Small Business Preference
www.bpw.state.md.us/static_files/Advisories

Veteran-Owned Small Business Program
www.bpw.state.md.us/static_files/Advisories

Preferences to benefit disadvantaged individuals
mce.md.gov/mce
www.bism.org/preference
www.mdworks.com/employmentworks.html

Green Purchasing including energy efficient lighting and low-mercury Products
www.dgs.maryland.gov/Procurement/Green/index.html

Preference for services provided in the United States

Preference for equipment and uniforms manufactured in United States

Preference for locally-grown foods

Preference for EPEAT electronics

NOTE: *The list of socioeconomic policies is not intended to be all-inclusive.*

1.9-4 Resources

Prospective offerors are strongly encouraged to review relevant laws and policies. Links to Maryland procurement sources are available at Attachment E.

SECTION II: Instructions for Proposals

2.1 Submission Instructions

An officer authorized to make a binding commitment on behalf of the Offeror must sign the proposal.

The proposal must include a completed

- *Proposal Affidavit* included as Attachment C
- *Conflict of Interest Affidavit and Disclosure* included as Attachment D

Offerors shall submit a complete response to the RFP using the format provided in Sections III and IV. Proposals shall clearly and concisely delineate the Offeror's capability to satisfy this RFP.

Technical Proposals and Price Proposals must be submitted in two separate sealed packages each bearing the Offeror's name and contact information:

One package marked *Technical Proposal, Procurement Manual*, containing:

- One unbound original of the technical proposal including writing samples

- An electronic version of the technical proposal in MS Word or Excel format (USB flash drive or CD)
- Signed statement by authorized officer binding offeror to proposal.

One package marked *Price Proposal, Procurement Manual*, containing:

- One unbound original of the price proposal
- An electronic version of the technical proposal in MS Word or Excel format (USB flash drive or CD)

2.2 Duration of Offers

Proposals (and best and final offers, if required) submitted in response to this RFP are irrevocable for a period of 120 days following the closing date for the receipt of proposals (or best and final offers if requested).

If an award is not made during this period, the proposal automatically extends for another 120 days unless the Offeror gives written notice of revocation to the Procurement Officer at least 15 days before the end of the first 120-day period.

By mutual written agreement, the Procurement Officer and the Offeror may extend the time for irrevocability further.

2.3 Incurring Costs

Proposals become BPW property when submitted. The BPW is not responsible for expenses incurred by Offerors in preparing or submitting proposals or for any other costs.

2.4 Addenda and Revisions to the RFP

If any changes or clarifications to the RFP are made before submission deadline, an RFP addendum will be posted on *eMaryland Marketplace* at <https://emaryland.buyspeed.com/bs0>. The Procurement Officer will also provide all RFP addenda to each Offeror who is known by the Procurement Officer to have received the RFP.

If any amendments are made after submission deadline, the amendment will be sent only to those Offerors who submitted timely proposals and who remain under consideration for award as of the issue date of the amendment.

Offerors shall acknowledge receipt of all addenda in the transmittal letter of their Technical Proposal. **Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with the terms of any such amendment.**

2.5 Acceptability of Proposals

The Procurement Officer shall determine which Offerors have met the requirements of the RFP. Failure to comply with any mandatory requirement may disqualify an Offeror's proposal. The Procurement Officer may waive or permit to be cured minor irregularities or minor informalities in proposals whenever it is determined to be in the State's best interest. The Procurement Officer has the sole authority to determine whether deviation is minor or substantial.

2.6 Cancellations; Discussions

When such action is determined to be fiscally advantageous to the State, in the State's best interest, or otherwise as permitted by COMAR Title 21, the Board may:

- Cancel this RFP.
- Accept or reject any and all proposals, in whole or in part.
- Award a contract based upon the written proposals without further discussions or negotiations.

2.7 Confidential and Proprietary Information

Proposals will be available for public inspection after award except to the extent that an Offeror designates trade secrets or other proprietary data as confidential. Material designated as confidential should be clearly marked and must be readily separable from the non-confidential portion to facilitate public inspection of that non-confidential portion.

An Offeror's designation of material as confidential is not conclusive; the Offeror may be required to justify why such material should not be disclosed if disclosure is requested under the Maryland Public Information Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. General claims of confidentiality or similar blanket designations are not effective. COMAR 21.05.08.01.

2.8 Oral Presentations

Offerors may be required to make oral presentations to clarify their proposals and to respond to questions. Only those Offerors whose proposals have been judged to be reasonably susceptible of being selected for award may be invited to make oral presentations. Oral presentations will be scheduled after the initial review and as part of the overall evaluation. Material representations made by an Offeror during the oral presentation must be submitted in writing and will become part of the Offeror's proposal.

2.9 Multiple Proposals/Alternative Proposals NOT Accepted

An Offeror may not submit multiple proposals or alternative proposals in response to this RFP.

2.10 Minority Business Enterprise (MBE)

MBEs are encouraged to respond to this solicitation notice. MBE vendors obtain certification from the Maryland Department of Transportation, Office of Minority Business Enterprise in order to be credited for participation in the State's MBE program.

All questions related to MBE certification should be directed to the following address:

MDOT/Office of Minority Business Enterprise
7201 Corporate Center Drive
P.O. Box 548
Hanover, Maryland 21076
Phone: 410.865.1269 or 800.544.6056
Fax: 410.865.1309

www.mdot.maryland.gov/Office%20of%20Minority%20Business%20Enterprise/HomePage.html

2.11 Veteran-Owned Small Businesses

Veteran-owned small businesses are encouraged to respond to this solicitation. For veteran-owned businesses that are not yet certified, they may be eligible for certification through the Maryland Department of General Services and the Center for Veterans Enterprise of the United States Department of Veterans Affairs.

Information on the State-certification process is available on eMaryland Marketplace. <https://emaryland.buyspeed.com/bs0>

Information on verification through the Center for Veterans Enterprise of the United States Department of Veterans Affairs is available at www.vetbiz.gov.

2.12 Reciprocal Preference

This procurement is subject to Maryland's Reciprocal Preference Law.
www.dsd.state.md.us/comar/getfile.aspx?file=21.05.01.04.htm

2.13 Compliance with Law

By submitting an offer, the successful Offeror agrees that it shall comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

2.14 Acceptance of Terms and Conditions

- a) By submitting an offer, Offerors are deemed to have accepted the terms and conditions set forth in this RFP and in the mandatory contract provisions (appended to this RFP as Attachment B). The Offeror must clearly identify any exceptions in its technical proposal; however, exceptions may lead the State to reject the proposal.
- b) In the event of a conflict between the Contract, the RFP, the general conditions, or any other document incorporated by reference into the Contract, the following order of precedence shall determine the prevailing provisions:
 - (1) The Contract, including the State's mandatory terms
 - (2) The Request for Proposals, including any addenda
 - (3) The Contractor's Proposal, including any amendments

2.15 Debriefing Unsuccessful Offerors

The Procurement Officer shall debrief unsuccessful offerors who make a written request within a reasonable time after receiving notice of recommended award. Debriefings shall be held in accordance with COMAR 21.05.03.06.

2.16 Arrearage

By submitting a response to this RFP, an Offeror represents that it is not in arrears in the payment of any obligation due and owing to the State of Maryland, including the payment of taxes and employee benefits, and that it will not become in arrears during the contract term.

2.17 Disputes

Any protest relating to this RFP or the award or proposed award of a contract must be filed in accordance with Title 15, Subtitle 2, Part III of the State Finance and Procurement Article, Annotated Code of Maryland, and COMAR Title 21, Subtitle 10, *Administrative and Civil Remedies*.

2.18 Electronic Funding Registration

By submitting a response to this solicitation, Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. Any exemption request must be submitted to the Comptroller for approval. The selected Offeror shall register using the form *COT/GAD X-10 Vendor Electronic Funds Transfer Registration Request Form* that can be downloaded at:

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer

2.19 Compensation and Method of Payment

The Contract will be for fixed rates. There will be no price adjustment in any fixed rate for either inflation or workload.

Contractor shall submit invoices in a format acceptable to the Procurement Officer to:

Board of Public Works
Louis L. Goldstein Treasury Building
80 Calvert Street, Room 117
Annapolis, Maryland 21401
ATTN: Mary Jo Childs, Procurement Officer

Contractor must submit a written invoice to the Procurement Officer within 30 days of acceptance of the work by the State. Payment will be made only for work that the State has accepted. The sum of all monies paid to Contractor may not exceed the total amount limitation contained in the Contract.

2.20 Audit

At any time before final payment and for three years thereafter, the Procurement Officer may have the Contractor's accounts and financial records of the contract audited.

SECTION III: Scope of Services

3.1 Introduction

The Board of Public Works, established by the Constitution of Maryland in 1864 to superintend public improvements, is unique in the nation. The Board comprises the Governor, Treasurer, and Comptroller. The Board controls procurement by most State agencies (including the direct review and approval of most State contracts exceeding \$200,000); adopts regulations (Code of Maryland Regulations Title 21); sets procurement policy; and establishes internal operating procedures. Board operations are directed by the Executive Secretary with the Board's Procurement Advisor and General Counsel serving statutorily-delineated duties. One of the Procurement Advisor's duties is to "establish policies for the effective training of State procurement officials to ensure that the State's procurement system is utilizing the most advanced procurement methods and management techniques."⁵

⁵ State Finance and Procurement Article, Section 12-102(a)(2)xii), Annotated Code of Maryland.

In 2013, the Board of Public Works engaged a consultant to assess State procurement laws and policies and develop a plan for improvements.⁶ A key recommendation is to develop a Statewide Procurement Manual setting forth consistent policies, procedures, and forms.

The online Manual will contain nine chapters covering the following procurement types:

- 1) Small Procurements of \$25,000 or less including purchases with State credit card;
- 2) Supplies and Equipment Procurement;
- 3) Services Procurement;
- 4) Information Technology Procurement;
- 5) Construction Procurement;
- 6) Architectural and Engineering Procurement;
- 7) Emergency Procurement;
- 8) Expedited Procurement; and
- 9) Sole Source Procurement.

Who Will Use the Procurement Manual?

The Procurement Manual will primarily be written for employees of Executive agencies that are subject to State Procurement Law.⁷ Not every employee using the Manual will have a background in procurement. They have varying levels of education and procurement expertise. Many are clerical, operations, and finance staff. Other stakeholders who may use the Procurement Manual include members of the Legislature and the business community. The Board anticipates that members of the public will use the Procurement Manual to gain a better understanding of State procurement processes.

3.2 Contractor's Duties

Contractor shall:

- 1) Gain an understanding of Maryland Procurement Laws and policy.
- 2) Conduct a task analysis for each procurement type.
- 3) As part of the task analysis, closely observe the work of State procurement staff designated by the State project manager.
- 4) Consult with State subject matter experts identified by the State project manager.
- 5) Draft and submit materials to the State project manager at agreed upon intervals.
- 6) Deliver all notes and project-related material to the project manager upon request and at the conclusion of the contract.

⁶ *Procurement Improvement Review- State of Maryland* by Treya Partners, May 1, 2013: <http://bpw.maryland.gov/Documents/FINAL%20Treya%20Report%20May2013.pdf>

⁷ An organizational chart of the Executive Branch is included as Attachment F.

- 7) Perform any additional research needed to complete the outlined duties.
- 8) Furnish all labor, materials, supplies, and equipment incidental to the performance of the Contract.

3.3 Deliverables

3.3-1 Online Procurement Manual

- a) Contractor shall develop and provide to the Board a Procurement Manual providing step-by-step instruction on how to procure the following as governed by Maryland Procurement Law and Board of Public Works Advisories:
 - (1) Small Procurement of \$25,000 or less including purchases with State credit card
 - (2) Supplies and Equipment Procurement
 - (3) Services Procurement
 - (4) Information Technology Procurement
 - (5) Construction Procurement
 - (6) Architectural and Engineering Procurement
 - (7) Emergency Procurement
 - (8) Expedited Procurement
 - (9) Sole Source Procurement

- b) The Procurement Manual shall be developed and available online according to the following schedule:

Phase One (*completion date of November 1, 2015*)

 - Small Procurement of \$25,000 or less including purchases with State credit card
 - Supplies and Equipment Procurement

Phase Two (*completion date of April 1, 2016*)

 - Services Procurement
 - Information Technology Procurement

Phase Three (*completion date of September 1, 2016*)

 - Construction Procurement
 - Architectural and Engineering Procurement

Phase Four (*completion date of December 1, 2016*)

 - Emergency Procurement
 - Expedited Procurement
 - Sole Source Procurement

- c) The Procurement Manual shall be made available online through a State server and have the following characteristics:

- (1) Readily available online through a variety of screens such as desktop, phone, or tablet;
- (2) Easily searchable by subject; and
- (3) A content management system that provides non-web developers the ability to generate and publish updates.

d) The Board reserves the right to reproduce all or any part of the Procurement Manual.

3.3-2 Project Work Plan

The Offeror must provide, as part of the technical proposal, a detailed plan for completing all deliverables in accordance with the schedule in subsection (b) of Sect.

3.3-1 Online Procurement Manual

3.3-3 Project Staffing

- The Board will provide a project manager who will be available to the contractor to resolve any issues and barriers encountered during the project. The project manager will comment on all deliverables.
- The Contractor must have significant experience in preparing and editing instructional manuals.
- The Contractor will be responsible to:
 - Plan, lead, and facilitate all work sessions
 - Develop tools to collect information
 - Capture all work session outputs
 - Prepare and deliver status reports at the request of the State project manager. The Board does not anticipate more than two such reports over the course of the contract.
- Offerors must demonstrate that it will have sufficient capacity to support the project without undue conflicts that would impede the project.

3.3 Project Assumptions

- This project does not include acquisition of any computer hardware or software.
- This project does not include specific product recommendations.
- The Board expects that the work will be conducted primarily in Annapolis and Baltimore.
- The Board will assist the Contractor in obtaining temporary ID cards to access State facilities during the project.
- The Board will make every effort to schedule and commit the time of appropriate agency staff as needed, but cannot commit any staff member on a full-time basis.
- The Board anticipates that at least one revision of each deliverable may be necessary before it is able to confirm acceptance.

SECTION IV: Technical Proposal

Technical and price proposals shall be submitted in separate sealed envelopes. The Board recommends that the proposal be presented in a tabbed binder to facilitate review and evaluation. Do not include information on costs, rates, or prices within the technical proposal. Doing so may result in rejection of your proposal.

Each technical proposal must include a signed cover letter by an authorized officer binding the offeror to the proposal.

4.1 Contents of Technical Proposal

Each Offeror must include in its Technical Proposal the following information:

A. Background and Experience

Each Offeror must demonstrate the **background, experience, resources, equipment, and technical competence** to perform the services required-

1. Provide a list and description of projects completed during the past five years that were similar in scope, complexity, content, and time frames to that identified in this RFP. Documentation of these projects should include: a) project title; b) description of work performed; c) dates for work performed; d) organization for whom the work was performed; and e) name, address, title and telephone number of each client's project manager.
2. *References.* Names, addresses, and telephone numbers of a minimum of three clients for whom the consultant has provided similar services. References may include projects listed in Section (1) above. The Board may contact some or all of the clients listed in Sections (1) or (2), or any other client identified by the Board.
3. Provide appropriate information on the Offeror's organization, including mission, core business capabilities, size, and locations.
4. Two writing samples from any of the projects listed in the response to Section (1) above. The writing samples may not be longer than ten pages, single-spaced, and may be an excerpt taken from a larger document. The writing sample should demonstrate the ability to translate complex processes and technical jargon into easy-to-follow instructions. The writing sample will be judged on, among other things, clarity, presentation (e.g. grouping material, transitions), thoroughness, visual appeal such as formatting and use of diagrams, ease of reference, and logical sequencing of tasks.
5. If subcontractors will be performing work on the project, provide the above information for all subcontractors.

B. Management Summary/Work Plan

The Offeror must fully describe how it will provide the services specified, including each of the following:

1. A detailed description of how the project's deliverables will be accomplished.
2. An efficient sequence of activities and tasks to produce the deliverables.
4. An explanatory narrative that enables evaluators to clearly understand the plan's logic, feasibility, and potential to yield the best quality deliverables.
5. Total work hours to be applied to the contractor's project staff to produce each deliverable broken down by the following job categories: (1) project management and management staff; (2) research and technical analysis staff; and (3) clerical staff. The work hours must correspond directly to the equivalent information in the Financial Proposal (Sect. V). However, do not identify any costs, prices, or rate information in the technical proposal.
6. Offerors with current State contracts must explain how they will manage the project to ensure against any conflicts of interest or appearance of self-dealing. Offerors must include discussion of any disclosures on the *Conflict of Interest Affidavit and Disclosure* included as Attachment D.

C. Personnel

This section must include the proposed composition of the project team and any other personnel that may be provided to oversee, perform, and provide quality assurance on the project. Specify the names, titles, and a brief description of the roles each will play on the project. Expertise in State Procurement is preferred, but not required.

This section must include resumes including work history and education for each project team member. Biographical statements consisting of only a few sentences are insufficient. The proposal must include information describing previous project team experience that relates directly to the work each project team member will perform on the project.

Staff identified in this section must remain throughout the contract unless substitution is agreed to by the Procurement Officer. The Procurement Officer may not unreasonably withhold agreement.

D. A completed Proposal Affidavit (Attachment C) and Conflict of Interest Affidavit (Attachment D).

SECTION V: Financial Proposal

- Complete and submit Attachment A, Financial Proposal. Price information must be provided using Attachment A. The Offeror may provide additional information as necessary to further explain the financial proposal.
- The financial proposal must be provided in a sealed package separate from the technical proposal.
- Prices must be broken down by deliverables.
- The price for each deliverable must be broken down by labor and other costs.
- The staffing price for each deliverable must be further broken down into blended rates x hours for each job category of staffing resources to be applied to the project. Three categories are defined: 1) project management and oversight staff; 2) research and technical analysis staff and 3) clerical and administrative staff. The proposed staffing price need not be broken down further by individual position.
- **The total project budget is not to exceed \$77,000.**

SECTION VI: Evaluation Criteria and Selection Procedures

6.1 Overall Approach

Contract award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering technical evaluation and price factors as set forth in this RFP. In making the most advantageous offer determination, technical factors will be given greater weight than financial factors.

6.2 Criteria for Evaluation

An evaluation committee will review the technical proposals using the following evaluation factors, as stated, in descending order of importance:

1. Established skills and competencies of the Offeror's project team with respect to the ability to perform the required work. This factor includes evaluating the writing samples required in Sect. 4.1A, *Contents of*

Technical Proposal, Background and Experience. Writing samples make up a significant portion of this evaluation factor.

2. Work plan - demonstrated understanding of the project and approach to accomplishing the scope of services.
3. Project team's past experience on similar projects.

6.3 Selection Process Sequence

The first level of review will be an evaluation for technical merit. During this review, discussions with each Offeror may be held. The purpose of such discussions will be to assure a full understanding of the RFP requirements and the Offeror's ability to perform. For scheduling purposes, Offerors should be prepared to participate in discussions within two weeks of the delivery of proposals.

Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

The financial proposal of each qualified Offeror will be evaluated independently from the technical proposal evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions.

When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers.

Upon completion of the review by the evaluation committee, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering technical evaluation and price factors as set forth in this RFP. In making the most advantageous offer determination, technical factors will be given greater consideration than financial factors.

The contract award is subject to the approval of the Board of Public Works.

This section intentionally left blank.

FINANCIAL PROPOSAL

Name of company submitting proposal:	
Name of person authorized to submit financial proposal:	
Signature of person authorized to submit financial proposal:	
Name of contact person (if different from above):	
Contact telephone number:	Contact email address:

Name of company submitting proposal:

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DELIVERABLE PHASE ONE:

Labor Prices			
<i>Job Title Category</i>	<i>One Blended Hourly Rate</i>	<i>Hours for Deliverable One</i>	<i>Total Price Per Job Title Category</i>
Project management and oversight staff	\$		\$
Research and technical analysis staff	\$		\$
Clerical/administrative staff	\$		\$
Other Prices			
Materials			\$
Other (specify)			\$

Total Fixed Price for Deliverable Phase One:

\$ _____

Name of company submitting proposal:

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DELIVERABLE PHASE TWO:

Labor Prices			
<i>Job Title Category</i>	<i>One Blended Hourly Rate</i>	<i>Hours for Deliverable Two</i>	<i>Total Price Per Job Title Category</i>
Project management and oversight staff	\$		\$
Research and technical analysis staff	\$		\$
Clerical/administrative staff	\$		\$
Other Prices			
Materials			\$
Other (specify)			\$

Total Fixed Price for Deliverable Phase Two:

\$ _____

Name of company submitting proposal:

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Deliverable Phase Three:

Labor Prices			
<i>Job Title Category</i>	<i>One Blended Hourly Rate</i>	<i>Hours for Deliverable Three</i>	<i>Total Price Per Job Title Category</i>
Project management and oversight staff	\$		\$
Research and technical analysis staff	\$		\$
Clerical/administrative staff	\$		\$
Other Prices			
Materials			\$
Other (specify)			\$

Total Fixed Price for Deliverable Three:

\$ _____

Name of company submitting proposal:

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Deliverable Phase Three:

Labor Prices			
<i>Job Title Category</i>	<i>One Blended Hourly Rate</i>	<i>Hours for Deliverable Three</i>	<i>Total Price Per Job Title Category</i>
Project management and oversight staff	\$		\$
Research and technical analysis staff	\$		\$
Clerical/administrative staff	\$		\$
Other Prices			
Materials			\$
Other (specify)			\$

Total Fixed Price for Deliverable Phase Four:

\$ _____

Total Fixed Price for Deliverables One, Two, Three, and Four:

\$ _____

MANDATORY CONTRACT PROVISIONS

1. **NON-HIRING OF OFFICIALS AND EMPLOYEES.** No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.
2. **DISPUTES.** This contract shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland, 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.
3. **MARYLAND LAW PREVAILS.** The law of Maryland shall govern the interpretation and enforcement of this Contract.
4. **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.
5. **LIVING WAGE – NOT APPLICABLE FOR PROJECT LESS THAN \$100,000.**
6. **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 agreement, 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 agreement.
7. **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.

8. **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.
9. **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).
10. **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.

11. **SUSPENSION OF WORK.** The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the State.
12. **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.
13. **PAYMENT OF STATE OBLIGATIONS.** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. 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, are prohibited.
14. **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.
15. **POLITICAL CONTRIBUTION DISCLOSURE.** The Contractor shall comply with Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
16. **RETENTION OF RECORDS.** 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.

17. COMPLIANCE WITH LAWS. The Contractor hereby represents and warrants that:

A. 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;

B. 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;

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

D. 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.

18. COST AND PRICE CERTIFICATION

A. 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:

(1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or

(2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.

B. 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.

19. INSURANCE REQUIREMENTS

The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors.

The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State, their officials, employees, their

agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.

The State of Maryland shall be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage. Certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the procurement officer, by certified mail, not less than 45 days advance notice of any non-renewal, cancellation, or expiration. In the event the state receives a notice of non-renewal, the contractor must provide the state with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed to do business in Maryland.

20. NOTICE TO PROCEED

After the Contract has been executed, BPW will issue to the Contractor a NTP that will stipulate the date on or before which the Contractor is expected to commence performance under the Contract. Any preliminary work started before receipt of the NTP is at the sole risk of the Contractor. The Contractor shall begin work promptly within the time specified by the Procurement Officer. After performance has commenced, it shall be prosecuted diligently to completion.

21. RIGHTS TO MATERIALS AND DATA.

A. Materials and data prepared solely in connection with this Contract. The Contractor agrees that all data and materials required to be delivered under this Contract, including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, dyes, designs, graphics, mechanical, artwork, software, data, prints, diskettes (and all other forms of media) and computations prepared solely for or in connection with this Contract shall be and remain the sole property of the State. Such data and materials shall be deemed "works made for hire" as that term is interpreted under U.S. copyright law and the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such data and materials. The State shall have the right to use the same, including, by way of example only, granting 3rd parties the right to use the same, without restrictions or limitation and without compensation of any type whatsoever to the Contractor.

B. Notwithstanding the provisions of Section A, the State acknowledges and agrees that there may be instances during the performance of this Contract where the State is provided access to and use of certain intellectual property (however characterized) to which the Contractor only has certain rights of use and/or rights to sublicense the use thereof to others, but which the Contractor is prevented by law or contractual agreement from transferring the full ownership and control thereof to the State.

With respect to any such intellectual property and any supporting documentation thereto for which the Contractor only has certain rights of use and/or rights to sublicense the use thereof to others, the Contractor shall use its best efforts to provide to or obtain for the State, at Contractor's sole cost, a fully paid-up, perpetual, non-exclusive license (or sublicense) to use the intellectual property and its supporting documentation for the purposes contemplated by this Contract, including, by way of example only, the right to allow 3rd parties the right to use such intellectual property and its supporting documentation to provide the support and services contemplated under the Contract, without restrictions or costs of any type whatsoever. Contractor shall use its best efforts to cooperate with the State and to effectuate and register any necessary assignments.

C. In the event any such data or materials, as specified in Section A are prepared by or for Contractor other than solely for or in connection with this Contract, and such data and materials are deemed to be the property of the Contractor or otherwise controlled by the Contractor, the Contractor shall grant the State a fully paid-up, perpetual, non-exclusive license (or sublicense) to use the data and materials, intellectual property and its supporting documentation for the purposes contemplated by this Contract, including, by way of example only, the right to allow 3rd parties the right to use the same to provide the support and services contemplated under the Contract, without restrictions or costs of any type whatsoever.

D. The Contractor acknowledges and agrees that the price of all Deliverables and Services specified and governed by this Contract already includes any and all costs, charges, fees, or other amounts that might otherwise be applicable to the use of any such data and materials, intellectual property and supporting documentation applicable thereto specified in this Section and that any attempt to charge the State any additional amounts for the right to use the same may, in the State's sole and absolute discretion, be considered a breach of this Contract.

22. COMMERCIAL NONDISCRIMINATION CLAUSE.

A. The following provision is mandatory for all State contracts and subcontracts:

As a condition of entering into this Agreement, 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, 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 Agreement and may result in termination of this Agreement, 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.

B. The following provision is mandatory for all State contracts:

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

23. CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

and is registered or qualified as required under Maryland Law.

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

Name and Department ID

Number: _____ Address: _____

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

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____
(print name of Authorized Representative)

(signature of Authorized Representative)

PROPOSAL AFFIDAVIT

PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

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

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

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

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):

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;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information

(d) §7206, Fraud and False Statements; or

(e) §7207 Fraudulent Returns, Statements, or Other Documents

(10) Been convicted of a violation of 18 U.S.C §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax- General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

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

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

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

N. 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)

(signature of Authorized Representative)

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):
- E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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: _____

RESOURCES

Maryland's Procurement Statutes: www.lexisnexis.com/hottopics/mdcode.

COMAR Title 21 Regulations: www.dsd.state.md.us/comar.

Board of Public Works Advisories:
www.bpw.state.md.us/Procurement/Advisories

Department of General Services Procurement
<http://www.dgs.maryland.gov/Procurement/index.html>

Department of Budget and Management Procurement
<http://dbm.maryland.gov/proc-contracts/Pages/home.aspx>

Department of Information Technology Procurement
<http://doit.maryland.gov/contracts/Pages/default.aspx>

Maryland Department of Transportation Procurement
<http://www.mdot.maryland.gov/Office%20of%20Procurement%20TSO/index.html>

Maryland Comptroller's Corporate Purchasing Card Program
http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Corporate_Purchasing_Card/

Samples of Contracts, Requests for Proposals, and Invitations for Bid:
<https://emaryland.buyspeed.com/bso>



Executive Agencies

