

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Invitation for Bids (IFB)

**PROFESSIONAL AUTOMOBILE APPRAISAL
SERVICES
PROJECT NO. T-8000-0374 A&B**

IFB Issue Date: May 4, 2012

IFB Issuing Office: MD. Department of Transportation
Maryland Transit Administration

Procurement Officer: Marsha Turnipseed
Office Phone: (410) 767-8329
Facsimile: (410) 333-4810
E-mail: mturnipseed@mta.maryland.gov

Bids are to be sent to: MD. Department of Transportation
Maryland Transit Administration
6 St. Paul Street Rm. 700
Baltimore, Md. 21202
Attention: Marsha Turnipseed

Pre-Bid Conference: May 22, 2012 – 10:00 AM Local Time
Maryland Transit Administration
6 St. Paul Street Rm. 731-732
Baltimore, Md. 21202
Attention: Marsha Turnipseed

Bid Due Date and Time: June 21, 2012– 2:00 PM Local Time

NOTICE:

Prospective Offerors who have received this document from a source other than the Procurement Officer's authorized agency and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately visit MTA's website (www.mta.maryland.gov) to download this RFP. Follow links , "Business"; "Procurement", and "Bids/Solicitation", to download the Specifications for this procurement.

Disadvantage/Minority Business Enterprises are encouraged to respond to this solicitation.

ATTENTION:POTENTIAL BIDDERS

SUBJECT: IFB NO. T-8000-0374 A&B PROFESSIONAL AUTOMOBILE
APPRAISAL SERVICES

DESCRIPTION: The Maryland Transit Administration is seeking two qualified contractors to provide professional automobile appraisal services as a result of automobile physical damage stemming from any and all incidents arising out of MTA's bus and rail operations, premises, and any other incidental matters relating thereto under its general liability program for which the MTA may be deemed legally liable under Maryland Tort Law.

The Maryland Transit Administration (MTA) has advertised the above-referenced solicitation. In order to access and download the solicitation, please visit our website at www.mta.maryland.gov and follow the links "Business", "Procurement" and "Bid/Solicitation" "Click on specifications for the contract of interest, which will transfer you to a registration page. Follow the instructions to obtain a vendor number that will allow you access to the bid documents for review and downloading capabilities.

Sincerely,

Marsha Turnipseed, CPPB
MTA Procurement Division
6 Saint Paul Street, 7th Floor
Baltimore, MD 21202
(410) 767-8329 [Voice]
(410) 333-4810 [Fax]

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION



CONTRACT DOCUMENTS
FOR
CONTRACT NO. T-8000-0374 A&B

PROFESSIONAL AUTOMOBILE APPRAISAL
SERVICES

Any prospective Offeror/Bidder who has received this document from a source other than the Issuing Office should visit the MTA website at www.mta.maryland.gov and follow the links “Business”, “Procurement” and “Bid/Solicitation” “Click on specifications, which will transfer you to a registration page. Follow the instructions to obtain a vendor number that will allow you access to the bid documents for review and downloading capabilities.

ISSUE DATE: May 4, 2012

MARYLAND TRANSIT ADMINISTRATION

CONTRACT NO. T-8000-0374 A&B
PROFESSIONAL AUTOMOBILE APPRAISAL SERVICES

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MARYLAND TRANSIT ADMINISTRATION

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PROFESSIONAL AUTOMOBILE APPRAISAL SERVICES

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**State of Maryland
Notice to Vendor/Contractors**

In order to help us improve the quality of State solicitations and make our procurement process more responsive and business-friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your bid or proposals (or no bid), as the case may be. Thank you for your assistance.

Bid/Proposal Number: T-8000-0374 A&B entitled: PROFESSIONAL AUTOMOBILE APPRAISAL SERVICES

- I. If you have responded with a no bid, please indicate the reason below.
 - o Other commitments preclude our participation at this time.
 - o The subject of the contract is not something we normally provide.
 - o We are inexperienced in the work/commodities required.
 - o The specifications are either unclear or too restrictive. (Please explain in remarks section)
 - o The scope of work is beyond our current capacity.
 - o Doing business with government is simply too complex.
 - o We cannot be complete. (Please explain in remarks section).
 - o Time for completion is insufficient.
 - o Bonding/insurance requirements are prohibitive. (Please explain in remarks section).
 - o Bid /proposal requirements, other than specifications, are unreasonable or too risky. (Please explain in remarks section).
 - o Prior experience with the State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Please explain in remarks section).
 - o Other: _____

- II. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the remarks section below. (Use the back for additional information).

Remarks: _____

Vendor Name: _____ Date: _____

Contract: _____ Phone: () _____

Address: _____

PLEASE FAX THIS FORM TO (410) 333-4810 Attn: Marsha Turnipseed or mail to Procurement Division, 6 St. Paul Street, 7th Floor, Baltimore, MD 21202.

THANK YOU

MARYLAND TRANSIT ADMINISTRATION

PROFESSIONAL AUTOMOBILE APPRAISAL SERVICES

CONTRACT NO. T-8000-0374 A&B

SECTION I – SOLICITATION INFORMATION AND INSTRUCTIONS

A. BACKGROUND

The Maryland Transit Administration (MTA) is a modal administration within the Maryland Department of Transportation. The Administration directly operates bus, metro, light rail and mobility transit services in the "Metro Transit District" comprising Baltimore City, and the surrounding counties. The Administration also contracts with several companies to operate statewide and commuter bus services, mobility services and commuter rail services ("MARC").

B. PURPOSE

The purpose of this Invitation for Bids (IFB) is to award contracts to two (2) qualified Contractors to provide professional automobile appraisal services for the Maryland Transit Administration. A detailed description of the work to be performed is provided in the "Scope of Work" of this IFB. (See Section II.). **The State reserves the right to make award of these contracts to the most favorable bid prices received from the two (2) lowest bidders, if it is in the best interest of the MTA and the State.**

C. ADMINISTRATIVE/CONTRACTUAL INFORMATION

1. Issuing Office

This IFB is issued by the MTA Procurement Department. The sole point of contact for this IFB is the Procurement Officer at the issuing office address as shown below:

Marsha Turnipseed, Procurement Administrator
Maryland Transit Administration
William Donald Schaefer Tower
6th Saint Paul Street, 7th Floor
Baltimore, MD 21202-1614
Telephone 410-767-8329
Facsimile at 410-333-4810
E-mail address: mturnipseed@mta.maryland.gov

2. Pre-Bid Conference

A Pre-Bid Conference will be held on **May 22, 2012** at **6 Saint Paul Street, Conference Room 731, Baltimore, Maryland 21202, beginning at 10:00 A.M.** Bidders are encouraged to attend the Pre-Bid Conference. The number of representatives from each firm planning to attend the Pre-Bid Conference is limited to no more than two (2) persons. Please complete the Pre-Bid Conference Attendance Form (Attachment 4) and submit by **May 21, 2012 at 2:00 p.m. to Marsha Turnipseed, Procurement Officer, via e-mail at Mturnipseed@mta.maryland.gov or via fax at 410-333-4810. Ms. Turnipseed may also be contacted via telephone at 410-767-8329.**

A written summary of the Pre-Bid Conference and all known questions and answers provided at the time of the conference, will be distributed on the MTA's website (www.mta.maryland.gov).

3. Inquiries

Written questions from prospective Bidders will be accepted by mail, facsimile, or by e-mail to the Procurement Officer. **The submission deadline for written inquiries is June 7, 2012 by 4:00 p.m. (Eastern Time).** In case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the bid due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known by the Procurement Officer to have received a copy of the IFB.

4. Approved Equals And/Or Exceptions

Requests for approved equals and/or exceptions to the specifications must be in writing on the form provided in Attachment 3 of this IFB. Any questions and/or clarifications regarding the specifications must also be submitted in writing on the contractor's letterhead. All exceptions/approved equals and questions/clarifications must be submitted no later than **4:00 P.M., June 7, 2012.** Facsimile inquiries should be forwarded to 410-333-4810, Attention: Marsha Turnipseed. Facsimile messages will not be accepted unless accompanied by telephone notifications at (410) 767-8329. Any verbal responses will not be binding on the MTA.

Bidders are cautioned that any exceptions to the proposed contract or exceptions to other material requirements shall render their bid non-responsive unless approved prior to the opening of the bid.

5. Submission Deadline

Sealed bids addressed to the Maryland Transit Administration, Procurement Division, 6 St. Paul Street, 7th Floor, Baltimore, Maryland 21202-6806, and marked "Bid for Contract No. T-8000-0374 A&B", will be received at the above address until but not after 2:00 P.M. local time, **June 21, 2012.** At that time, the Bids will be publicly opened and read aloud at a location at the same address. Hand delivered bids should be deposited in the Bid Box located on the 7th Floor before the 2:00 P.M. deadline.

Any bids received after the date and time specified shall not be considered.

The "Unit Price Schedule" form shall not be altered in any way and shall contain only the price or prices stipulated on the form. The "Unit Price Schedule" form must contain all cost information in the format specified. All bids recorded shall be "fully loaded" and, as such, be inclusive of the direct and indirect cost (i.e. overhead, hourly rates, general administration, profit, taxes, and fringe benefits, etc) associated with the delivery of services of this contract. The State does not guarantee a minimum or maximum numbers of service hours, for any Bidder awarded these contracts.

A bid, request for modification, or request for withdrawal is late if it is not received by the Procurement Officer at the place and by the date and time specified in Section I.C.1 of this IFB.

6. Bids

Bids shall be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of this IFB. The Bidder shall ensure that prices submitted on the Bid Form Unit Price Schedule (Section IV) in response to this IFB are fully loaded and include all materials, direct and indirect labor costs, other costs and profits for the Bidder. All bids become the property of the Agency, and neither the Agency nor the State of Maryland will be responsible for any expenses incurred by the Bidders in preparing or submitting their bids or for any other associated costs.

Bidders shall complete and submit their bids on the Bid Form Including Unit Price Schedule (Section IV of this IFB). Oral, telegraphic, electronic mail, facsimile or mailgram bids shall not be accepted. The Bid and all bid forms of each Bidder shall be signed by a corporate officer, partner, proprietor or individual authorized to legally bind the Bidder.

The State does not guarantee a minimum or maximum numbers of service hours, for any Bidder awarded this contract.

All bids shall be accompanied by a completed Bid/Proposal Affidavit (Attachment 1 of this IFB), Conflict of Interest Form (Attachment 5 of this IFB), Experience and References Form (Attachment 10 of this IFB), Living Wage Affidavit (Attachment 11 of this IFB), and any other documents, as applicable. The sample Contract Agreement and Contract Affidavit (Section V and Attachment 2 of this IFB, respectively) are included for reference only and shall be completed only by the Bidders recommended for contract award.

7. Signatures

An officer authorized to make a binding commitment for the firm(s) making the bid shall sign all bids.

8. Procurement Method

This procurement is being conducted in accordance with the Code of Maryland Regulation (COMAR), Title 21, State Procurement Regulations, COMAR 21.05.02, Procurement by Competitive Sealed Bidding. In accordance with COMAR 21.05.02.13, the State intends to award a contract to the responsible and responsive bidder whose bid meets the requirements set forth in the IFB and is the most favorable bid price.

9. Award(s)

The MTA intends to award two (2) contracts to the Offerors that best satisfy the needs of the MTA, price considered. The MTA intends to make a multiple award in ascending order (from lowest to highest) to a minimum of two (2) Contractors in order to allow for back-ups in the event of unexpected demand for services. This request does not commit the MTA to award a contract. Contents of the Offeror's Bid shall become contractual obligations if a contract ensues.

By submitting a bid in response to this IFB, the Offeror thereby accepts the terms and conditions set forth herein, including the Maryland Department of Transportation (MDOT) General Conditions for Service Contracts which will be part of any contract entered into as a result of this IFB. No minimum amount of work is guaranteed to any Contractor under this contract.

10. Contract Duration

This contract shall be in force for a period of **three (3) years with (2) one-year renewal options** from the start date stated in the *Notice to Proceed* letter.

11. Incurred Expenses

The State will not be responsible for any costs incurred by Bidders in preparing and submitting a response to this IFB or for any other associated costs.

12. Addenda and Revisions To The IFB

If it becomes necessary to revise this IFB before the due date for bids, an addendum to the IFB will be posted on the MTA Website as described in the Prospective Bidders Letter. Bidders shall acknowledge receipt of all addenda in the transmittal letter of the Bid. (See Section IV).

13. Cancellation And Rejection Of Bids

The Agency reserves the rights to cancel this solicitation, accept, or reject any or all bids, in whole or in part. The Agency also reserves the right to waive minor irregularities in bids, or allow the Bidder to correct a minor irregularity, if either action is determined to be in the best interest of the State. If the solicitation is canceled, a notice of cancellation will be provided to all Vendors who were sent this solicitation or are otherwise known by the Procurement Officer to have obtained this solicitation. The Agency reserves the right to cancel this IFB in accordance with COMAR Regulation 21.06.02.

14. Duration Of Bid

Bids submitted in response to this IFB are irrevocable for one hundred twenty (120) days following the closing date of bids. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

15. Contract Type

The contract to be awarded, as a result of this IFB, will be a Fixed Price contract pursuant to COMAR 21.06.03.02.

16. Compliance With Law

By submitting a bid in response to this IFB, the successful Bidder(s) selected for award agrees that it shall comply with all Federal, State and local law applicable to its activities and obligations under the Contract.

17. Arrearages

By submitting a response to this IFB, the Bidder(s) 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 shall not become in arrears during the term of this contract if selected for the contract award.

18. Acceptance of Terms and Conditions

- a. By submitting a bid in response to this IFB, Bidders shall be deemed to have accepted all the terms and conditions, set forth in this IFB and in the attached General Conditions for Service Contracts, Attachment 9.
- b. In the event of a conflict between provisions of the Contract, the IFB, 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
 2. The Invitation for Bid, including any addenda.
 3. The MDOT General Conditions for Service Contracts, as amended August 2004.
 4. The Contractor's Bid, including any amendments.

19. Procurement Regulations

This IFB and any resulting contract shall be governed by the State Finance and Procurement Article and by COMAR Title 21, State Procurement Regulations, as amended.

20. Conflict Of Interest

The Bidder covenants that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services required under this IFB. (Attachment 5)

21. Incorporation By Reference

All terms and conditions of the IFB and amendments thereto, all provisions of the successful Bid and submittals in response to the IFB and amendments thereto, all applicable State and Federal Laws, statutory and regulatory provisions and orders, shall be incorporated by reference and made a part of the contract to be entered into as result of this IFB.

22. Alternate Bids and Multiple Bids

Alternate or multiple bids will not be accepted.

23. Resident Business Reciprocal Preferences

When awarding by competitive sealed bids, the Agency may, in accordance with COMAR 21.05.01.04, give a preference to the lowest responsive and responsible bid from a “resident business” (as defined in COMAR 21.05.01.04A(3)) if the State in which the non-resident business is located gives its residents preference. The preference given shall be identical to the preference given by the other state to its residents, unless this conflicts with any federal grant or regulation affecting this Contract.

24. Verification Of Registration And Tax Payments

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. They can be reached at 410-767-1330, or online at www.dat.state.md.us. It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of bids. A Bidder’s failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.

25. Use of “e-Maryland Marketplace”

“e-Maryland Marketplace” is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the e-Maryland marketplace web site (<https://emaryland.buyspeed.com/bso/>) and other means for transmitting the IFB and associated materials, the solicitation and minutes of the pre-bid conference, vendors questions and MTA responses, addenda, and other solicitation related information will be provided by the Procurement Officer.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended

that all vendors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

A vendor must be registered on eMM to receive a contract award.

26. Electronic Funds Transfer (EFT)

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder/Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Attachment 6). 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.(Attachment 6).

27. False Statements

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

- (a) In 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) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

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.

28. Invoice Submission Requirements

The Contractor shall submit, on a monthly basis, an invoice for work performed, completed, and accepted by MTA. Payment to the Contractor shall be made no later than thirty (30) days after the MTA's receipt of an approved invoice.

An approved invoice shall consist of the following information:

- The Contractor's Federal Employer Identification Number (FEIN) or Social Security Number, and the Contract Name and Number shall appear on the face of each invoice.

- A detailed description of the work performed and materials used must be included with each invoice. All prices will remain firm, in accordance with the prices submitted on the “Bid Form/Unit Price Schedule.
- Address all invoices to the **Project Manager, Joyce Miller** at the following address:

Joyce Miller, Project Manager
 Transit Insurance Group (TIG)
 1515 Washington Boulevard
 Baltimore, MD 21230-1707
 410-454-7316 (Office)

- 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.

29. **Minority Business Enterprise Notice**

Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice and are therefore encouraged to obtain certification from the Maryland Department of Transportation. All questions related to certification must be directed to the Maryland Department of Transportation Office of Minority Business Enterprise/Equal Opportunity:

Maryland Department of Transportation
 Office of Minority Business Enterprise/Equal Opportunity
 7201 Corporate Center Drive
 P. O. Box 548
 Hanover, MD 21276
 Telephone: 410-865-1240

Bidders attempting to classify themselves as minority contractors, within the meaning of the State procurement laws and regulations shall not be so viewed until and unless they are certified as such by the Office of Minority Business Enterprise/Equal Opportunity. The assigned certification number must appear on invoices.

30. **Minority Business Enterprise Subcontract Participation Goal**

An overall Minority Business Enterprise (MBE) subcontract participation goal of **zero 0%** percent of the total contract dollar amount has been established for this procurement.

31. **Protests**

All protests relating to this solicitation, the selections and/or award must be filed in writing with the Administration's Procurement Officer, and within the time limitation set forth in the Code of Maryland Regulations (COMAR) 21.10.02. Bid protests shall be filed not later than seven (7) days after the basis for protest is known, or should have been known, whichever is earlier. Oral protests will not be considered.

The specific details of the protest procedures to be followed by aggrieved actual or prospective bidders, or offerors is contained in COMAR 21.10. A written summary of this procedure will be provided, upon request, by the Contract Administration Department of the Maryland Transit Administration located at 6 Saint Paul Street, Baltimore, MD 21202-1614.

32. Public Information Act Notice

Bidders should give specific attention to the identification of those portions of their bids that they deem to be confidential, proprietary information or trade secrets and provide any 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. Bidders are advised that, upon request for this information from a third party, the MTA is required to make an independent determination as to whether the information may or must be disclosed to the requesting party.

33. State Ethics Law

Under State Government Article, § 15-508, Annotated Code of Maryland, a Bidder who employs an individual who assists the Agency in drafting specifications for an invitation for bids or a request for proposals for a procurement may not submit a bid or proposal for the procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. A Bidder with any questions regarding the applicability of this provision of the State Ethics Law in connection with this procurement should contact the State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401 (telephone: (410) 974-2068).

34. Prospective Bidders

Prospective Bidders are those persons or firms who: (i) download this IFB from the MTA website; (ii) requested this IFB in writing; or (iii) otherwise obtained this IFB and notified the Procurement Officer in writing that they obtained this IFB.

35. Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see Attachment 11 entitled Living Wage Requirements for Service Contracts). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.49 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$9.39 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's,

Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from the solicitation has been determined to be a Tier 1 contract.

35. Procurement Schedule (All dates tentative.)

<u>Activity</u>	<u>Date</u>
IFB Advertising Date	May 4, 2012
Pre-Bid Conference	May 22, 2012
Bid Inquiry Deadline (4:00 p.m.)	June 7, 2012
Closing Date for Receipt of Bids (2:00 p.m.)	June 21, 2012
Anticipated Board of Public Works Approval	September 5, 2012

36. RENEWAL OPTIONS

If the State exercises any renewal option (either for one year or one or more monthly extensions) the Offeror may adjust their base contract prices as noted on Page 12 to this RFP during the term of such renewals. This permissible adjustment mechanism shall be tied to the change in the Consumer Price Index (CPI). The specific procedure for calculating the adjustment and implementing the resulting price change is described as follows.

At least 30 days prior to the State exercising any renewal under the contract, the Offeror may submit a request to adjust the contract services rates then in effect based upon a change in the CPI as described below:

For service rates, the U.S. Department of Labor, Bureau of Labor Statistics (BLS), Consumer Price Index (CPI), All Urban Consumers, Washington-Baltimore, DC-MD-VA-WV, Commodities Less Food, Not Seasonally Adjusted (Series ID: CRA311SACL1) may be used as the basis for a request to adjust services rates. However, in no event shall the price increase exceed five percent (5%) of the current contract unit price. The adjustment will be calculated, as a percent of the prior year annual prior calendar year "Annual" Index number is published in the BLS-CPI and the most current year final, not preliminary, monthly index number as published by the BLS-CPI. The difference is expressed as a percentage of the prior calendar year "Annual" Index number. The factor can only be used to document an increase in proposed renewal price schedule showing the current contract services rates; the services rates; the services rate adjustments as calculated using the BLS-CPI, All Food, Not Seasonally Adjusted (Series ID: CUURA311SACL1); and the proposed renewal contract rates.

In the event that the BLS discontinues the use of the CPI Index, the State may consider a request from the Offeror for a price adjustment based upon the most comparable successor index to the CPI, up to, but not to exceed, five percent (5%) for any renewal period.

1. For Example:

Consumer Price Index-All Urban Consumers

Series Catalog:

Series ID: CUURA311SACL1
 Not Seasonally Adjusted
 Area: Washington-Baltimore, DC-MD-VA-WV
 Item: Commodities less food
 Base Period: DECEMBER 1997=100

Data:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann
1999	99.8		99.6		101.1		100.8		102.6		102.8		101.3
2000	103.4		107.1										

Most Current Final Index (1999 is) 101.3
 Most Recent Annual Index (Mar 2000 is) 107.1
 Difference 5.8

Since the resulting factor of 5.8% is larger than 5%, the Offeror would be allowed to submit a 5% price adjustment request to the State for the renewal option.

END OF SECTION I

MARYLAND TRANSIT ADMINISTRATION
PROFESSIONAL AUTOMOBILE APPRAISAL SERVICES
CONTRACT NO. T-8000-0374 A&B

SECTION II SCOPE OF SERVICES

1.01 Definitions

The following definitions of terms apply to this contract:

- a. "ASC" means Appraisal Service Contractor.
- b. "MDOT" means the Maryland Department of Transportation.
- c. "MTA" means the Maryland Transit Administration, 6 Saint Paul Street, Baltimore, Maryland 21202.
- d. "Claim" means a demand for monetary compensation by others for bodily injury, personal injury or property damage which results from or is incidental to an occurrence.
- e. "Occurrence" means a sudden accidental or unintended event which results in bodily injury, personal injury or property damage to others.
- f. "Services" means all of the work required to be performed directly or through others by the ASC under this contract.

1.02 Authorities and Responsibilities

- a. The ASC shall perform or cause to be performed the services in accordance with the terms, conditions and covenants set forth in this contract.
- b. The MTA is responsible for overall management and policy direction of this contract. The MTA shall designate an MTA representative with responsibility to monitor and assist in the resolution of problems and to provide coordination with the service. After "Notice to Proceed" is issued to the ASC, all routine liaison with the MTA shall be through the MTA representative.
- c. The MTA will furnish to the ASC all pertinent reports and supporting data which are available to the MTA and which the ASC may require in performance of the services.

1.03 Access to the Work

The MTA and MDOT, through the respective authorized representatives, shall at all times have full access to the work being performed under the responsibility of the ASC.

1.04 Subcontractors

- a. The ASC shall not subcontract any of the services, including subcontracts of any tier, without the prior written approval of the MTA.
- b. The ASC shall comply with all applicable laws, regulations and procedures of the MTA and State of Maryland in the hiring of all subcontractors. The approval of a subcontract by the MTA shall not operate as a waiver of this or an acknowledgment that it has been satisfied.
- c. With respect to the performance of work by sub-contractors and consultants working for the ASC, the ASC shall use professional judgment, care and prudence in managing and accepting such work and shall be fully and directly responsible for the results.

1.05 ASC Personnel

- a. The ASC represents that it has, or will secure, all personnel, consultants, and experts required to perform the services. The ASC further represents that only fully trained and experienced personnel will be assigned to the program.
- b. The ASC shall submit to the MTA the names and descriptive employment resume of each individual proposed for assignment to this contact, as well as changes proposed thereafter.
- c. Proposed staffing and changes shall be subject to MTA approval, reasonably exercised. The MTA also retains the right to direct the ASC to remove an individual from providing the services wherever in MTA's judgment the individual fails to perform in a responsible professional manner.

SCOPE OF SERVICES

2.01 Introduction

The Maryland Transit Administration (MTA), a unit of the Maryland Department of Transportation (MDOT), has the responsibility to design, construct, operate, and maintain bus and rail public transit services. The appraisal services contractor (ASC) shall professionally establish automobile physical damage stemming from any and all incidents arising out of MTA's bus and rail operations, premises, and any other incidental matters relating thereto under its general liability program for which the MTA may be deemed legally liable under Maryland Tort Law. The ASC will be required to provide services generally within the Baltimore metropolitan area in accordance with standards and procedures established by the MTA. The services will not apply to those incidents arising under the State Fleet Automobile Program or those incidents where the MTA has claims services under purchased insurance programs.

2.02 Supervision – The ASC shall provide effective supervision in matters including, but not limited to:

- a. Appraiser training and direction;
- b. Pending workload;
- c. Adequacy of documentation of loss values;
- d. Timely and quality performance
- e. Consultant with an assistance to the MTA's legal counsel in the Defense of claims, including court appearances as necessary;
- f. Effective coordination and communication with the MTA staff and its defense counsel;
- g. Special handling of sensitive claims or serious accidents.

2.02.01 Appraisal Services – The ASC shall provide effective appraisal services including, but not limited to:

- a. Not less than two (2) photographs of each auto inspected;
- b. Inspections of vehicles anywhere within the Metropolitan Baltimore area within twenty-four (24) hours notice;
- c. Verbal report within twenty-four (24) hours of inspection and a written report within two (2) working days of inspection, including an agreed price with a shop of the owner's choice;
- d. If, for reasons beyond the Contractor's control, the inspection report is not received within two working days of the assignment, contractor shall provide the Administration with an explanation of the delay.
- e. Facsimile capability;
- f. Personnel with not less than two (2) years experience as an automobile physical damage appraiser or body shop estimator.
- g. Documentation of total loss values through dealer quotes, book values, and advertisements;
- h. Documentation of salvage values through at least three (3) bids;
- i. Provide vehicle owners and repair facilities with copies of the appraisal reports with the agreed price along with a clear disclaimer such as **“This is not an authorization to repair or pay for repairs”**.

- 2.02.3 Conduct of Vehicle Inspections – The ASC shall perform the services in a timely, courteous, and professional manner and observe the highest standards of industry practice. Such services shall be rendered in a manner that reflects the fact that MTA is an agency of the State of Maryland and the claimant citizen and taxpayer. The MTA retains the right to direct the ASC to remove an individual from providing services under this contract, whenever, in the MTA’s sole judgment, the individual fails to perform in a responsible, professional manner.
- 2.02.4 Office Location – Within thirty (30) calendar days after the Notice to Proceed (NTP) has been issued, the ASC shall have or shall immediately establish an office located within Baltimore Metropolitan Area to effectively administer the program.
- 2.02.5 Personnel – The ASC must maintain adequate staffing levels of experienced, quality personnel who shall be assigned to the MTA’s program subject to MTA approval. The staffing requirements must be reviewed periodically, and the ASC shall immediately notify the MTA of proposed changes, particularly for key personnel, which shall be subject to MTA approval, reasonably exercised (See Section II, article 1.05).

TIME OF PERFORMANCE

- 3.01 Time of performance for this contact shall be three (3) calendar years after receipt of Notice to Proceed.
- 3.02 In addition to the initial term of this contract, MTA at its sole option, may extend the contract for two (2) one-year periods.
- 3.03 Within 120 days before the expiration of the third year and each subsequent year, the ASC shall submit a cost proposal for the following year, subject to fiscal limitations noted under compensation.

COMPENSATION

4.01 General – The compensation under this contract is in the form of a fixed flat fee. All fees will be invoiced monthly. The fees shall be subject to re-negotiation for subsequent option years within certain limits as noted below.

4.02 Flat Fee – the flat fee, below, is full compensation for all appraisal service assignments made during the contract year handled to conclusion.

4.03 Flat Fee

EXAMPLE:

Property Damage Appraisals

This fee shall be _____ per appraisal. This unit fee may be re-negotiated, see Section I, Item C36-Renewal Options, the third year Term if the contract is unilaterally extended by the MTA. These fees shall be paid monthly, in arrears.

4.04 Method of Payment

4.04.01 Invoices

- a. The ASC shall submit, no later than the fifteenth (15th) day of each month, a certified invoice for all fees incurred during the preceding month.
- b. The invoice shall be prepared in such form and detail as the MTA may require and shall be supported by accurate copies of records, invoices, and other evidence required to establish that such costs are properly reimbursable.
- c. Re-inspection shall be performed at no charge.

4.04.02 Payment

After receipt and approval by the MTA of each proper invoice, the MTA shall make prompt payment thereon. The MTA may reduce the payment by the amount of any costs disputed by the MTA and any back-charges and set-offs to which the MTA is entitled. Such disputed costs and any back-charges and set-offs contested by the ASC are reconciled and/or validated to the full satisfaction of the MTA.

4.04.03 Final Payment

Upon determination by the MTA of satisfactory completion of the services and final audit of this contract, all amounts earned but remaining unpaid under this contract, less any amount owed by the ASC to the MTA shall be paid to the ASC.

The ASC shall promptly pay to the MTA any amounts owing to the MTA in excess of those already deducted or set-off by the MTA.

4.04.04

Withholding

The MTA reserves the right to withhold or only make partial payment of the fees described above if the ASC's performance falls below minimum expectations on a consistent basis. This will be based on objective re-inspection findings based on guidelines to be developed and agreed upon in writing between the MTA and the contractor.

SPECIAL CONDITIONS/INSURANCE REQUIREMENTS

As used herein, the term “Contractor” shall mean the “ASC”.

1.0 Indemnity

Contractor will indemnify and hold MTA harmless from all claims arising from or in connection with (i) the Contractor’s services during the term of this agreement, (ii) any act, or omission or negligence of the Contractor or any of Contractor’s licensees or the partners, directors, officers, agents, employees, invitees, or subcontractors of Contractor.

1.1 Insurance Program

The contractor shall obtain insurance of the types and in the amounts described below:

A. Commercial General and Umbrella Liability Insurance

1. The Contractor shall maintain Commercial General Liability (CGL) insurance and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract.
2. CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (Or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract, including the tort, and liability of another assumed in a business contract.
3. CGL insurance shall be amended by attachment of ISO form CG 20 26 (or a substitute form providing coverage acceptable to MTA) to include MTA as an Additional Insured.
4. Coverage shall be extended to professional errors and omissions in a form acceptable to the Administration.

B. Automobile and Umbrella Liability Insurance

1. Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$300,000 each accident.
2. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
3. Coverage as required in B.1 above shall be written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage). If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

1. Prior to commencement of the Contract, the Contractor shall furnish MTA with certification of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirement set forth above.
2. All certificates shall provide for sixty (60) days notice to MTA prior to the cancellation of any insurance referred to therein.
3. Failure of MTA to demand such certification or other evidence of full compliance with these insurance requirements or failure of MTA to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
4. If Contractor fails to maintain the insurance as set forth herein, MTA shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.
5. Contractor shall provide certified copies of all insurance policies required above within ten (10) days of MTA's written request for said copies.
6. By requiring insurance herein, MTA does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to MTA in this Contract.
7. If Contractor's policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

SECTION IV:

BID FORM

FOR

T-8000-0374 A&B
PROFESSIONAL AUTOMOBILE APPRAISAL SERVICES

TO: MARYLAND TRANSIT ADMINISTRATION
ATTN: CONTRACT ADMINISTRATION DEPARTMENT
6 ST. PAUL STREET, 7TH FLOOR
BALTIMORE, MD 21202-1614

BID OPENING DATE:
June 21, 2012
BID OPENING TIME:
2:00 P.M.

BID OF: _____
(Bidder's Name)

Vendor:

1. This bid is hereby submitted to the Maryland Transit Administration (hereinafter sometimes called the "Administration") in response to SOLICITATION INFORMATION AND INSTRUCTIONS dated May 4, 2012.
2. The UNDERSIGNED has thoroughly examined, acknowledges receipt of, and is familiar with the Contract Documents as well as the various instructions, information, and requirements covering the same, all as mentioned herein and in said SOLICITATION INFORMATION AND INSTRUCTIONS.
3. In compliance with said SOLICITATION INFORMATION AND INSTRUCTIONS the undersigned hereby propose to furnish all labor, equipment, and materials and perform all work described in and in strict accordance with the provisions of the Contract Documents for the consideration of the Unit Prices, total price and list less percentage, listed in the attached Bid Form, and agrees that upon Notice of Award, within ninety (90) calendar days after the date of opening of bids, unless mutually extended, he will within 10 calendar days after receipt of the prescribed forms, execute the Contract.

4. The UNDERSIGNED agrees and understands that the time of completion is as specified in the specifications, unless the completion dates are extended as provided for in the Contract Documents.
5. The UNDERSIGNED hereby certifies that the _____ (Bidder's Name) / /is, / / is not (CHECK ONE) included on the GSA List of Parties Excluded from Procurement.

AND

The UNDERSIGNED hereby certifies that the _____ (Bidder's Name) / /is, / / is not (CHECK ONE) included on the List of Contractors suspended or Debarred from Contracting with the State of Maryland.

6. PARENT COMPANY

- a. The UNDERSIGNED represents that it / /is, / /is not, (CHECK ONE) OWNED OR CONTROLLED BY A parent company. For this purpose a parent company is defined as one which either owns or controls the activities and basic business policies of the UNDERSIGNED. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the bidder, such other company is considered the parent of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.
- b. If UNDERSIGNED is owned or controlled by a parent company, insert in the space below the name and main office address of the parent company.

Name

Address

7. ARREARAGES

By submitting a response to this solicitation, the undersigned shall be deemed to represent that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so arrears during the term of the contract if selected for contract award.

8. CERTIFICATION OF NON-MARYLAND CORPORATION (FOREIGN CORPORATION)

- a. A corporation not incorporated in the State of Maryland is considered to be a foreign corporation and, therefore, is required to be registered with the Maryland State Department of Assessments and Taxation if awarded this contract.
- b. Where a foreign corporation is currently registered with the Department of Assessments and Taxation, such a bidder shall submit with his bid a copy of the department's certification of his registration or qualification acknowledgement.
- c. If a foreign corporation is not currently registered, such a bidder shall submit with his bid his certification that, if notified of his apparent award of the contract, he will register with the Maryland State Department of Assessments and Taxation and provide a copy of the departments certification of his registration or qualification acknowledgement along with the executed contract.

9. The UNDERSIGNED acknowledges receipt of the following addenda to the Bid Documents (Give the number and date of each).

Addendum No. _____ dated _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid.

10. Documents to be included with the Bid Form:

- A. Bid Form Including Unit Price Schedule (Section IV of this IFB)
- B. Bid/Proposal Affidavit (**Attachment 1 of this IFB**)
- C. Conflict of Interest Form (**Attachment 5 of this IFB**)
- D. Experience and Reference Form (**Attachment 10 of this IFB**)
- E. Living Wage Requirement of Affidavit Agreement (**Attachment 11 of this IFB**)

PROFESSIONAL AUTOMOBILE APPRAISAL SERVICES

CONTRACT NO. T-8000-0374 A&B

Item & Description	Unit Price
	1 st , 2 nd & 3 rd YEAR
Property Damage Appraisal Cost	\$_____ Per Appraisal
Basis of Award: Total Bid Price for Year 1, Year 2 and Year 3	\$_____ Per Appraisal

Total BID IN WORDS:

(Basis of Award)

THE BASIS FOR AWARD OF THIS CONTRACT WILL BE THE "MOST FAVORABLE BID PRICE" RECEIVED FROM THE TWO (2) LOWEST BIDDERS. DURING THE TERM OF THE CONTRACT, MTA'S PROJECT MANAGER/REPRESENTATIVE SHALL ASSIGN APPRAISAL REQUEST ON A ROTATED BASIS BETWEEN THE CONTRACTOR AWARDED CONTRACT "A" AND THE CONTRACTOR AWARDED CONTRACT "B".

A. CORPORATION BID:

Name of Corporation

State in which Incorporated

Business Address

Telephone

Attest:

Secretary

Print Name

By:

President or Vice President

Print Name

B. PARTNERSHIP BID:

Name of Partnership

Business Address

Telephone

Names of each Partner:

Witness:

By:

Signature

Print Name

C. INDIVIDUAL BID

Name

Business Address

Telephone

Witness:

By:

Print Name

Signature

Print Name

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION

SAMPLE CONTRACT AGREEMENT

FOR

PROFESSIONAL AUTOMOBILE APPRAISAL SERVICES

CONTRACTOR: CONTRACT NO.: T-8000-0374 A&B

DATE: _____

THIS CONTRACT, made and entered into as of the above date by and between the **MARYLAND TRANSIT ADMINISTRATION**, an instrumentality of the Department of Transportation of the State of Maryland (hereinafter called the "Administration"), and

_____ a _____
hereinafter called "Contractor").

Contractor covenants and agrees to perform all obligations of Contractor set forth in this Contract and in the documents listed below, which documents are incorporated herein by reference and which documents together with this Contract are hereinafter called "Contract Documents".

NOTICE TO BIDDERS
NO BID NOTICE
BID FORM INCLUDING UNIT PRICE SCHEDULE
BID/PROPOSAL AFFIDAVIT
CONTRACT AFFIDAVIT
GENERAL PROVISIONS FOR SERVICE CONTRACTS
EXPERIENCE AND REFERENCE FORM
ELECTRONIC FUNDS TRANSFER PAYMENTS
INSURANCE CERTIFICATE
LIVING WAGE REQUIREMENTS FOR SERVICE/MAINTENANCE CONTRACTS

PERIOD OF PERFORMANCE: Three (3) YEARS FROM NOTICE TO PROCEED

LIQUIDATED DAMAGES: AS SPECIFIED

T-8000-0374 A&B

1 of 2

COMPENSATION:

In consideration of the faithful performance of all of Contractor obligations hereunder, the Administration shall pay to Contractor the compensation specified in the Unit Price Schedule/Bid Form.

Aggregate Contract Amount: _____

ADDRESSES:

Contractor:

Administration:

Department of Transportation
Maryland Transit Administration
6 Saint Paul Street
Baltimore, MD 21202-1614

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

WITNESS:

BY: _____
(Signature)

(Federal Tax I.D. Number)

(Printed Name)

Title: _____

WITNESS:

MARYLAND TRANSIT ADMINISTRATION

BY: _____
(Signature)

James L Knighton
(Printed Name)

Title: Director, Procurement Division

Approved as to Form and Legal Sufficiency:

APPROVED BY BOARD OF PUBLIC WORKS

Date: _____ Item No: _____

Assistant Attorney General

ATTACHMENT 1

Bid/Proposal Affidavit.

A. Each solicitation shall provide notice that the affidavit in §B of this regulation shall be completed and submitted to the procurement agency with the vendor's bid or offer.

B. Mandatory Solicitation Addendum. The solicitation addendum shall be in substantially the same form as follows:

BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of

free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Contract Affidavit

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number: _____ Address: _____

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

Name and Department ID Number: _____
Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

REQUEST FOR EXCEPTION/APPROVED EQUAL/CLARIFICATION

CONTRACT No.: T-8000-0374 A&B

NAME OF BIDDER:

TITLE OF DOCUMENT REFERENCE:

TYPE OF VEHICLE/EQUIPMENT:

PAGE & REFERENCE:

CONTRACT DOCUMENT REQUIREMENT:

BIDDER'S REQUEST:

APPROVED _____ DISAPPROVED

MTA RESPONSE:

NOTE:

Any request for an Approved Equal or Exception to the Specifications must be fully supported with technical data, test results and any other pertinent information available, as evidence that the substitute offered is equal to or better than the Specification Requirement. The MTA may require a bidder offering a substitute to supply additional descriptive material, a sample and/or a demonstration.

PRE-BID CONFERENCE RESPONSE FORM

T-8000-0374 A&B PROFESSIONAL AUTOMOBILE APPRAISAL SERVICES

DATE: June 6, 2012

TIME: 10:00 AM

**LOCATION: MARYLAND TRANSIT ADMINISTRATION
6 Saint Paul Street
Room 731
BALTIMORE, MD 21202**

Company Name: _____

Contact Name/Title: _____

Company Phone/Fax/E-mail _____

**Names/Titles of Associates Attending Pre-Bid Conference
(Limited to two (2) members)**

1. _____

2. _____

**Please fax Pre-Bid Conference Response Form to
Marsha Turnipseed at 410-333-4810 or call for reservation at 410-767-8329
no later than June 1, 2012.**

CONFLICT OF INTERESTAFFIDAVIT/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 advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant or subcontractor or sub consultant 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 of Offeror warrants that, except as disclosed in § D, below, there are no revenant 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 in detail-attached additional sheets if necessary):
- E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date if 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 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 KNOWLDEGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative or Affiant)

ELECTRONIC FUNDS TRANSFER

PAYMENTS TO CONTRACTORS BY ELECTRONIC FUNDS TRANSFER

Every solicitation for a contract expected to exceed \$200,000 is required to contain the following provision:

The Bidder agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder shall register using the attached 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.

Once a contractor registers to receive payments electronically, all State payments to the contractor (including payments under other State contracts regardless of value) will be disbursed via electronic funds transfer.

The following form should be used to apply for Electronic Funds with the State Comptroller's Office.

**State of Maryland
Comptroller of Maryland**

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business name _____

Address line 1 _____

Address line 2 _____

City _____ State _____

Zip Code □□□□□ - □□□□

Business taxpayer identification number:

Federal Employer Identification Number: □□ □□□□□□

(or)

Social Security Number: □□□ □□ □□□□

Business contact name, title and phone number including area code. (And address if different from above).

Financial institution information:

Name and address _____

Contact name and phone number including area code _____

ABA number □□□□□□□□

Account number □□□□□□□□□□□□□□□□

Account type

Checking

Money Market

A VOIDED CHECK from the bank account must be attached.

Transaction requested:

1. _____ Initiate all disbursements via EFT to the above account.
2. _____ Discontinue disbursement via EFT, effective _____.
3. _____ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account must be attached.

I am authorized by

* _____ (hereinafter company)

To make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of company treasurer, controller or chief financial officer and date

Completed by GAD/STO

Date

received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

_____/_____/_____

State Treasurer's Office approval date

General Accounting approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to:

EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

COT/GAD X-10

MTA'S CONTRACTORS COMPLIANCE REQUIREMENTS

- A. The Federal Transit Administration requires that any contractors employed to "STAND IN THE SHOES" of MTA Safety Sensitive employees must be in compliance with 49 CFR Part 40, (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and 49 CFR Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations) at the risk of cancellation of the contract. The contractor must also comply with any amendments or revisions to 49 CFR Parts 40 and/or 655 which could become effective during the contract period. MTA is responsible to assure such compliance and will do so via on-site audits of personnel, facilities, record keeping and reporting requirements as well as monitoring various monthly and quarterly reports. The definition of FTA Safety Sensitive function and covered employee is set forth in 49 CFR part 655.4, definitions.
- B. Any MTA Senior Manager responsible for administering a contract which meets the quoted criteria of "A", above, or who is responsible for the procurement of such a contract after 01/01/95 is responsible for:
1. Notifying in writing all contract service and maintenance providers of applicable regulatory requirements and the need for compliance.
 2. Providing each contractor with a copy of the regulatory requirements.
 3. Requiring each contractor to sign a "Confirmation of Receipt" form acknowledging receipt of the regulations.
 4. Informing contractors of their record keeping and reporting requirements to the MTA, including retention of records, quarterly Management Information System (MIS) reporting on drug and alcohol results, quarterly certification of compliance, and monthly completion of the MTA date and time analysis report. Other reporting requirements may be directed by the MTA at any time.
 - 4a. Retention of record requirements as listed in subpart H-Administrative Requirements of 49 CFR Part 655.71.
 - 4b. Management Information System (MIS) requirements as listed in subpart H-Administrative Requirements of 49 CFR 655.72. Contractors shall complete and submit this calendar year report in quarterly increments.

- 4c. Certification of Compliance requirements as listed in subpart I-Certifying Compliance of 49 CFR Parts 655.81 and 655.83. Contractors shall certify their compliance each quarter with submission of their quarterly MIS reports to the MTA. The certification must be authorized by the organizations governing board or other authorizing official.
 - 4d. The Monthly Date and Time Analysis report requires that each contractor update and maintain a Microsoft Office Excel spreadsheet on FTA drug and alcohol testing based upon random, post accident and reasonable suspicion directed testing. This report shall be submitted to the MTA by the 15th of the month following the month of record. This spreadsheet shall capture the name, date of hire, type of testing, date & time the testing appointment form was issued by a supervisor, time of arrival & departure at the collection center, specimen collection time, and work schedule of the employee tested.
- C. The contractor shall establish and maintain a "Stand in the Shoes" policy in accordance with 49 CFR Parts 40 and 655 which shall contain:
- 1. A policy statement regarding drug use and alcohol misuse. The policy must contain the required elements of an anti-drug use and alcohol misuse program as outlined in 49 CFR Parts 655.12, 655.15, and 655.16
 - 2. An employee training and education program which meets the requirements of 49 CFR 655.14.
 - 3. A testing program for covered employees as described in 49 CFR 655 Subparts C and D which meets the requirements of this part and 49 CFR Part 40.
 - 4. Procedures for referring a covered employee who has a verified positive drug test result or an alcohol concentration of 0.04 or greater to a Substance Abuse Professional consistent with 49 CFR Part 40.
- This policy must comply with requirements of the MTA Medical Services Section in determining FTA compliance. Contractors shall comply with modification and policy revision requests as deemed appropriate by MTA Medical Services.
- D. The MTA designee responsible for contractor administration shall register contractors required to establish and maintain the above FTA drug and alcohol compliance policy. Contractor shall provide names, addresses and telephone numbers for the persons responsible for monitoring and maintaining daily compliance.
- E. MTA contractors, which fall under FTA Authority, shall comply with all sections of 49 CFR Parts 40 and 655. MTA shall monitor compliance through on-site audits of personnel, facilities, record keeping and reporting requirements. Corrective action may

be directed by the MTA at any time to ensure policy compliance or as otherwise required. Failure on the part of any contractor to comply with the requirements as outlined in this Appendix C, denying on-site access of MTA personnel to records, reports, and supporting documentation, or failing to implement and maintain corrective action determined necessary by MTA, may result in the suspension of payment(s) until such time corrective action complies with MTA requirements. Further, failure to comply with the requirements in this Appendix C may result in the loss or suspension of the contract.

- F. Contractors who outsource all or any portion of their drug and alcohol prevention program responsibilities to consultants, consortiums, third party administrator's (TPA) or others shall ensure that those parties will cooperate and comply with the requirements applicable to MTA contractors as contained herein.
- G. Any contractor subcontracting any portion of its transit service contractual responsibilities (i.e. paratransit utilizing subcontracted vans and/or taxi cabs) shall ensure at it's own expense, that their 'subcontractors' are in full compliance with 49 CFR Parts 40 and 655. Further, all reporting, documentation, retention of records, access to records, on-site auditing by MTA, and access to any documentation to support FTA compliance as described herein Appendix C, is made available to the MTA. Any failure to comply or cooperate with the MTA may result in the suspension of payment to the contractor and may result in the loss or suspension of the contract.
- H. [For the purposes of paragraph G above, and its impact on subcontracting with taxi drivers and other transportation providers, the FTA final ruling of Regulatory Information is provided for your review. Published on April 30, 2001, this ruling can be found in the notice of proposed rulemaking (NPRM) proposing changes to conform its drug and alcohol testing regulation (49 CFR Part 655) to the December 19, 2000 revision of DOT's transportation workplace testing procedures at 49 CFR Part 40.]

“The intent of FTA’s regulatory scheme is not to impose federal regulations on the taxi industry; however, taxi companies that contract with transportation service providers receiving federal transit funds are subject to compliance with the drug and alcohol rules. FTA policy continues to recognize the practical difficulty of administering a drug and alcohol testing program to taxi companies that only incidentally provide transit service. Therefore, the drug and alcohol testing rules apply when the transit provider enters into a contract with one or more entities to provide taxi service. The rules do not apply when the patron (using subsidized vouchers) selects the taxi company that provides the transit service”.

CONTRACTOR SAFETY REQUIREMENTS:

Safety oversight of contractor operations is a very important element of the MTA's System Safety Program Plan. Ensuring that our system is operated safely, the system includes, people, equipment, facilities and environment the in which we operate. Therefore Safety oversight of contractor operations includes but may not be limited to:

1. Scheduled and non-scheduled audits and inspections of work policies, procedures, and practices (including those related to maintenance activities performed under the contract). Records and signatures verifying work orders and practices will be reviewed for accuracy. The MTA may also request at any time an investigation of accidents/incidents related to or affecting MTA operation and services. Submittal of accident/incident reports forwarded to the MTA Office of Safety and Risk Management. Notification of accidents within a 24 hour period. Fatalities, multiple injuries, or in excess of \$ 100,000 in property damage should be reported within a 2-hour period. The dispatcher/ company designee is responsible for coordinating and monitoring emergency efforts. The contractor shall provide the MTA with all applicable information the MTA deems necessary to conduct an accident/incident investigation (if necessary) and to ensure similar events do not occur.
2. Audits of employee and qualifications, training and present and past operating records of personnel directly involved with MTA operations and services. It is the responsibility of the contract provider to randomly review employee records and inform MTA of these reviews and to investigate any irregularities or disparities found.
3. Development and implementation of training agendas for employees. Training may address a variety of topics, but as a minimum will pertain to the correct use of emergency equipment, emergency preparedness, response and recovery procedures (including those related to hazardous material situations), and communications. Regulatory requirements for testing and certification (CDL & Substance Abuse Policies) will be maintained.
4. Participation in implementing MTA's EPPs, SOPs, and EOPs. Training and updates will be developed and provided as necessary to ensure all personnel remain cognizant of the most accurate and up to date information.
5. Contractor shall submit a safety, maintenance (both vehicle and facility maintenance programs), training, QA/QC, and operations management plans for MTA approval that effectively addresses all SSPP safety elements.
6. Minutes of Contractor employee safety meetings shall be sent to the MTA Safety Department for review. The MTA Safety Department should periodically attend contractor safety meetings to support MTA safety priorities.

CONTRACTOR MUST PROVIDE EMPLOYEES WITH:

- a. Training related to passenger safety awareness, and passenger security.
- b. Training involving the System Safety Program Plan that includes security
- c. Participation in emergency response management drills with MTA and local emergency response providers such as local police and fire departments.
- d. Periodic audits and inspections of equipment, maintenance facilities, and other properties deemed necessary by the MTA. Periodic ride conducted on service to assess employees' performance and equipment condition checks may also be made.

ATTACHMENT 9

GENERAL CONDITIONS FOR SERVICE CONTRACTS

ATTACHMENT 9

Maryland Department of
Transportation

**GENERAL
CONDITIONS
FOR
SERVICE
CONTRACTS**

Revised August 10, 2004

August 10, 2004

MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)

GENERAL CONDITIONS FOR SERVICE CONTRACTS

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MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)

GENERAL CONDITIONS FOR SERVICE CONTRACTS

1. **DEFINITIONS**

Wherever in these General Conditions or in other contract documents the following terms or abbreviations are used, the meaning shall be as follows:

A. **Organizational Structure**

The Maryland Department of Transportation (MDOT) is composed of the following Administrations:

- (1) The Secretary's Office (TSO)
- (2) Maryland Aviation Administration (MAA)
- (3) Maryland Port Administration (MPA)
- (4) Maryland Transportation Authority (MdTA)
- (5) Maryland Transit Administration (MTA)
- (6) Motor Vehicle Administration (MVA)
- (7) State Highway Administration (SHA)

B. **Organizational Definitions**

Administration – The word “Administration” shall mean any one of the Administrations within the MDOT as listed in Section A above.

Department – The word “Department” shall mean the Maryland Department of Transportation.

Executive Director – The Chief Executive Officer of an Administration or Jurisdiction.

Procurement Officer – Any person authorized by the MDOT in accordance with law or regulations to formulate, enter into, or administer contracts or make written determinations and findings with respect to them. The term also includes and authorized representative acting within the limits of authority.

Secretary - The Chief Executive Officer of the MDOT.

C. **General Definitions**

Agreement - Contract

Award - The decision by a Jurisdiction to execute a purchase agreement or contract after all necessary approvals have been obtained.

Bid - A statement of price, terms of sale, and description of the supplies, services, or construction offered by a vendor to the State (see "Proposal").

Bidder - A person formally submitting a bid for the work contemplated, acting directly as the, or through the, duly authorized representative-same as Offeror.

Bid Security - See Proposal Guaranty.

Board - The Board of Public Works (BPW) of the State of Maryland.

Business - A corporation, partnership, individual, sole proprietorship, joint venture, or any other legal entity through which business or commercial activity is conducted.

Calendar Day - Every day shown on the calendar; Saturdays, Sundays, and Holidays included.

Change Order - A written order signed by the responsible procurement officer, directing a contractor to make changes which the modification clause of a contract authorizes the procurement officer to order, with or without the consent of the contractor.

COMAR Title 21 - Code of Maryland State Procurement Regulations.

Contract - Any agreement entered into by a procurement agency for the acquisition of supplies, services, construction, construction related services, or any other item and includes:

- (1) Awards and Notices of award;
- (2) Contracts of a fixed-price, cost-reimbursement, cost-plus-a-fixed-fee, fixed-price incentive, or cost-plus incentive fee type;
- (3) Contracts providing for the issuance of job or task orders;
- (4) Leases;
- (5) Letter contracts;
- (6) Purchase Orders;
- (7) Supplemental agreements with respect to any of these;
- (8) Orders; and
- (9) Grants.

Contract does not include:

- (1) Collective bargaining agreements with employee organizations;
- (2) An employee with an employment contract; or
- (3) Medical, Medicare, Judicare, or similar reimbursement contracts for which user eligibility and cost are set by law regulation.

Contract Affidavit - A completed Contract Affidavit must be submitted by the successful bidder/offeror prior to issuance of the Notice to Proceed and the Contract.

Contract Documents - The written agreement executed between the MDOT and the successful offeror, covering the performance of the work and furnishing of labor, equipment and materials, by which the Contractor is bound to perform the work and furnish the labor, equipment, services, and materials, and by which the MDOT is obligated to compensate the Contractor at the mutually established and accepted rate or price.

The contract shall include the Invitation for Bids, Notice to Contractors, Instructions to Bidders, Request for Proposal, Contract Forms and Bonds, MDOT General Conditions, Specifications, Supplemental Specifications, all Special Provisions, all Technical Provisions, all Plans and Notices to Proceed, also any written Modifications, Change Orders and Supplemental Agreements that are required to complete the scope of the work or services in an acceptable manner, including authorized extensions thereof.

Contract Modification - Any written alteration or change in the specifications, delivery point, date of delivery, contract period, price, quantity, or other provision of any existing contract, whether accomplished in accordance with a contract provision, or by mutual action of the parties to the contract. It includes without limitation Change Orders, extra Work Orders, Supplemental Agreements, Contract Amendments, or Reinstatements, or any changes made to a contract as a consequence of partial termination or settlements.

Contractor - Any person having a contract with the MDOT. Contractor does not include employees with labor contracts (collective bargaining agreements) or an employee with an employment contract.

Cost-Reimbursement Contract - A contract under which the MDOT reimburses the Contractor for those contract costs, within as stated ceiling, and a fee, if any, which are recognized as allowable and allocable under the cost and price principle regulations.

Day - Calendar day unless otherwise designated.

Notice to Proceed - A written notice to the contractor of the date on or before which the contractor shall begin the work or service to be performed under the contract.

Procurement - Includes all functions that pertain to the obtaining of any public procurement, including description of requirements, solicitation of sources, selection, preparation and award of contract, all phases of Contract Administration.

Proposal - The response by an offeror to a solicitation by the MDOT to obtain goods or services. The response may include, but is not limited to, an offeror's price and terms for the proposed contract, a description of technical expertise, work experience and other information as requested in the solicitation. As used herein the words "Proposal," "Offer," or "Bid," have the same meaning.

Proposal Guaranty - Acceptable security for bid, performance, and payment bonds, as stated in COMAR 21.06.07.01B, designated in the Proposal, to be furnished by the Offeror as a guaranty of good faith to enter into a contract with the MDOT.

Services - The rendering of time, effort or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance. It includes, but is not limited to, the professional, personal and/or contractual services provided by architects, engineers, attorneys, accountants, physicians, consultants, appraisers, land surveyors, and where the service is associated with the provision of expertise or labor, or both.

"Services" does not include services included within the definitions of maintenance, construction-related services, architectural services, engineering services, or energy performance contract services.

Solicitation - Invitation for bids, request for quotations, request for proposals, or any other method or instrument used to provide public notice and advertisement of the MDOT's intent to procure supplies, services, and construction.

Specification - A written description of functional performance or salient characteristics. It may include a statement of any of the user's requirements and may provide for inspection, testing, or preparation of a sample or prototype before procurement.

State - The State of Maryland acting through its authorized representative.

Subcontractor - Any person undertaking the providing of a part of the scope of work or service under the terms of the contract, by virtue of an agreement with the contractor, who, prior to such undertaking, receives the approval of the MDOT and, if applicable, the Surety.

Scope of Work or Services - shall mean the furnishings of all labor, materials, equipment, and other deliverables necessary to the successful completion of the contract and the carrying out of all the duties and obligations imposed by the contract.

2. **PREPARATION OF PROPOSAL/BID**

- A. Bidder submission shall be on the forms furnished or in the format provided by the MDOT, carefully following preparation instructions. A completed Bid/Proposal Affidavit is an essential part of the proposal submission.
- B. Offerors should give specific attention to the identification of those portions of the Proposal which they deem to be confidential, proprietary information or trade secrets. Offeror should provide any justification of why such materials, upon request, should not be disclosed by the MDOT under the Maryland Public Information Act, Section **10-611 et seq.** of the State Government Article of the Annotated Code of Maryland. The MDOT makes the final determination of whether a document must be disclosed.

3. **SMALL BUSINESS PROCUREMENT**

If the solicitation for bid or proposal indicates that a procurement has been designated for a small business preference, the provisions of COMAR Title **21.11.01.02** pertaining to small business preferences shall apply and are incorporated herein by reference.

4. **SANCTIONS UPON IMPROPER ACTS**

- A. In the event the Contractor or any of its officers, partners, principals, or employees, is convicted of a crime arising out of, or in connection with, the procurement of work or service to be done or payment to be made under this contract, the contract may, in the discretion of the MDOT, be terminated.
- B. Section **16-203** of State Finance and Procurement Article of the Annotated Code, and COMAR **21.08.01**, which relate to contracts with persons convicted of bribery, attempted bribery or conspiracy to bribe are incorporated into this contract by reference.
- C. Section **11-205** of State Finance and Procurement Article and COMAR **21.08.03** relating to collusion for purposes of defrauding of the State are incorporated into this contract by reference.
- D. Subtitle **08** of Title **21** of COMAR, "Disqualification, Suspension, Debarment, Reinstatement, and Sanctions" is incorporated into this contract by reference.

5. **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 Government approvals, if any, necessary to the performance of its obligations under this contract.

6. **NON-DISCRIMINATION IN EMPLOYMENT**

A. Compliance with State Law and regulations

- (1). State Law: 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 the physical or mental disability of a qualified individual with a disability;
 - (b) to include a provision similar to that contained in subsection (a) above, and 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 substances of this clause.
- (2). Sanctions for Non-compliance: In the event of the Contractor's non-compliance with the non-discrimination provisions of this Agreement, the Department shall impose such sanctions as it may determine to be appropriate, including but not limited to:
 - (a) withholding of payment to the Contractor under the Agreement until the Contractor complies, and/or

- (b) cancellation, termination or suspension of the Agreement in whole or in part.

B. Compliance with Federal Law

Contractors providing materials, equipment, supplies, or services to the State under this contract herewith assure the State that they are conforming to the provision of the Civil Rights Act of 1964, and Section **202** of Executive Order **11246** of the President of the United States of America as amended December 1, 1996.

The Contractor shall comply with all applicable Federal law pertaining to non-discrimination in employment.

7. **DISSEMINATION OF INFORMATION**

During the term of this contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the MDOT.

8. **NON-HIRING OF EMPLOYEES**

No employees of the State of Maryland, or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland, or any unit thereof.

9. **CONTINGENT FEE PROHIBITION (Revised 10/94)**

- A. The contractor, architect, or engineer warrants that it 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 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, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this Agreement.
- B. For breach or violation of this warranty the MDOT shall have the right to terminate this Agreement without liability, or, at MDOT's discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

10. **CONFLICT OF INTEREST LAW:**

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advise, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother, or sister, has any financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has an arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Sections 15-501 through 15-509 of the State Government Article of the Annotated Code of Maryland.

11. **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 this 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.

12. **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 contact, 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.

13. **PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out any of the provisions of the contract, or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the MDOT, procurement officer or other authorized representatives, either personally or as officials of the State, it is being understood that in all such matters the above act solely as agents and representatives of the State.

14. **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 increase 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.

15. **CONTRACT ADMINISTRATION**

This contract will be administered on behalf of the MDOT by the procurement officer and/or by the responsible contract administrator(s).

16. **AUTHORITY OF THE PROCUREMENT OFFICER**

A. The procurement officer and/or responsible contract administrator(s) shall decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any or all plans and/or specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

B. The procurement officer and/or responsible contract administrator(s) shall determine the amount of work performed to be paid for under the Contract.

- C. The procurement officer shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.
- D. The procurement officer and/or responsible contract administrator(s) may authorize progress payments for work satisfactorily completed, subject to such retainage that the procurement officer deems appropriate.

17. **CORPORATE REGISTRATION AND TAX PAYMENT CERTIFICATION**

Corporations are required to execute a Certification of Corporation Registration and Tax Payment.

18. **INVITATION OF WORK**

The Contractor shall not commence performance of the services until it receives from the MDOT a formal, written Notice to Proceed.

19. **NOTICE TO PROCEED AND PROSECUTION OF WORK**

- A. After the contract has been executed, the MDOT will issue to the Contractor a Notice to Proceed and this notice will stipulate the date on or before which the Contractor is expected to begin work. Any preliminary work, started before receipt of the Notice to Proceed, shall be at the risk of the Contractor.
- B. The Contractor shall begin work promptly within the time specified by the procurement officer. After the work has once been started, it shall be prosecuted diligently until the entire Contract is complete.

20. **DISCREPANCIES IN CONTRACT DOCUMENTS**

In the event the Contractor discovers any discrepancies in the Contract documents, he shall immediately notify the Procurement Officer. The procurement Officer will then make such corrections and interpretations as may be deemed necessary in the best interests of MDOT and for fulfilling the intent of the Contract.

21. **CONTRACTOR INSURANCE**

Prior to the start of work on any contract, the Contractor shall submit to the procurement officer certificate(s) of insurance indicating that he carries insurance against the risks and in the amounts specified elsewhere in the Contract.

22. **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

- A. It is expressly understood that the Contractor shall indemnify and save harmless the MDOT, the Administration and its officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, arising out of or resulting from errors, omissions, negligent acts, negligent performance or nonperformance of the services of the Contractor or those of his subcontractors, agents, or employees under this Contract, or arising from or based on the violation of applicable Federal, State or local law, ordinance, regulation, order, or decree, whether by himself or his employees or subcontractors.
- B. Further, the Contractor shall pay any claims for personal injury, bodily injury or property damage which the Contractor is legally obligated to pay and shall indemnify the State against such claims. The Contractor shall undertake to defend any third party claim seeking those damages.

23. **MINORITY BUSINESS ENTERPRISE/AFFIRMATIVE ACTION/CONTRACT COMPLIANCE**

- A. This Contract is subject to Executive Order **01.01.1995.19**, July 17, 1995 (Code of Fair Practices). This Contract is subject to the applicable provisions of the State Finance and Procurement Article - **Title 14, Subtitle 3; COMAR Title 21.11.03** - Minority Business Enterprise Policies; and **COMAR Title 21.11.04** - Contractor's Affirmative Action Plan Review/Approval and Compliance Monitoring Process - DOT; and the provisions of **COMAR 11.01.10** which incorporates by reference the Minority Business Enterprise Program. Copies of the Minority Business Enterprise Program may be requested from the Maryland Department of Transportation, Office of Minority Business Enterprise/ Equal Opportunity, P.O. Box 8755, BWI Airport, Maryland 21240. This Contract is also subject to pertaining to Minority Business Enterprise and Affirmative Action.
- B. To the extent of any of the above laws or regulations are applicable to this Contract, they are specifically incorporated herein.

24. **COOPERATION BY CONTRACTOR**

The Contractor shall give the work and/or services the constant attention necessary to facilitate the progress thereof, and shall cooperate with the procurement officer and/or contract administrator(s) in every way possible.

25. **COOPERATION BETWEEN CONTRACTORS**

The Contractor agrees in the event of dispute as to cooperation between contractors, the procurement officer and/or contract administrator(s) will act as referee and decisions made by the procurement officer and/or contract administrator(s) will be binding. The Contractor agrees to make no claims against the MDOT for any inconvenience, delay or loss experienced because of the presence and operations of other contractors.

26. **ASSIGNMENT**

The Contractor shall not assign the whole or any part of this Contract, or any monies due or to become due under this Contract without the prior written consent of the MDOT. In case the Contractor assigns all or any part of the monies due or to become due under this contract, the instrument of assignment shall contain a clause providing that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract. The MDOT is not responsible for Contractor assignments.

27. **CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES**

The MDOT shall have the unilateral right, at its discretion, to change, alter or modify in writing the services provided for in this Agreement and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the contract cost thereof.

28. **APPROVAL AUTHORITY**

This Contract and any change order or amendment thereto, is subject to the approval requirements established by the Secretary of Transportation or his designee and the Board of Public Works of Maryland. The Contract shall be considered to bind the parties hereto in accordance with the Constitution and Laws of the State of Maryland.

29. **OWNERSHIP OF DOCUMENTS**

The Contractor agrees that all data and material including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, dies, prints, diskettes and computations prepared by or for him under the terms of this Agreement shall at any time during the performance of the services be made available to the MDOT upon request and shall become and remain the property of the MDOT upon termination or completion of the services. The MDOT shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided in the Contract.

30. **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 the Contract for each succeeding fiscal period beyond the first.

31. **CONTRACTOR'S INVOICES**

Contractor agrees to include on the face of all invoices billed to the State, his Federal Tax Identification or Social Security Number.

32. **OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)**

All materials, supplies, equipment or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland OSHA standards.

33. **DISPUTES**

This Contract shall be subject to the provisions of State Finance and Procurement Article Title 15, Subtitle 2 - Dispute Resolution of the 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.

34. **REMEDIES AND TERMINATION**

A. **Termination for default**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the MDOT may terminate the Contract by written notice to the Contractor. The notice shall specify the acts of omission relied on as a cause for termination. All finished or unfinished supplies and services provided by the Contractor shall, at the MDOT's option, become the MDOT's property. The MDOT 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 MDOT can affirmatively collect damages. Termination, including determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR, Title **21.07.01.11.B**.

B. Termination for Convenience of the State

The performance of work under this Contract may be terminated by the MDOT in accordance with this clause in whole, or from time to time in part, whenever the MDOT shall determine that such termination is in the best interest of the State. The MDOT 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, including the determination of the rights and obligations of the parties shall be governed by the provisions of COMAR, Title **21.07.01.12.A(2)**.

C. Obligations of Contractor Upon Termination

Upon notice of termination as provided in paragraph A. and B. above, the Contractor shall:

- (1) Take immediate action to discontinue its work and demobilize its work force in an orderly manner so as to minimize the incurrence of costs.
- (2) Take such action as may be necessary to protect the property of the State of Maryland, place no further orders or subcontracts, assign to the MDOT in the manner and to the extent directed by the MDOT all of the rights, title and, if ordered by the MDOT, possession and interest of Contractor under the orders or subcontracts terminated.
- (3) Transfer title to the MDOT of all materials, equipment, data, drawings, specifications, reports, estimates and such other information accumulated by the Contractor in performing this Contract, for the cost of which the Contractor has been or will be reimbursed under this Contract.

D. Remedies Not Exclusive

The rights and remedies contained in this General Conditions are in addition to any other right or remedy provided by law, and the exercise thereof is not a waiver of any other right or remedy provided by law.

35. **DELAYS AND EXTENSIONS OF TIME**

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

36. **GENERAL GUARANTY**

Neither the final acceptance of the work or payment therefore nor any provision in the Contract documents nor partial or entire use of the work by the MDOT shall constitute an acceptance of work not performed in accordance with the contract documents or relieve the Contractor of liability for any express or warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work, and pay for any damage to other work resulting from defects in his work which shall appear within a period of one (1) year from the date of final acceptance of work, unless a longer period is specified. The MDOT will give notice of observed defects with reasonable promptness.

37. **PATENT INDEMNITY**

Contractor shall indemnify, protect and save harmless the State, its officers, agents and employees from all claims growing out of any patent or copyright infringements or claims thereof pertaining to any design, drawings, specifications or other patentable or copyrighted items used by the Contractor.

38. **GENERAL CONDITIONS PREVAILING**

In event of a conflict between these General Conditions and any other provisions of the Contract documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

39. **INCORPORATION BY REFERENCE**

All terms and conditions under the solicitation, any amendments thereto, are made a part of this Contract.

40. **MISCELLANEOUS**

For the purpose of these General Conditions, the words Contract and Agreement are synonymous.

41. **MARYLAND LAW PREVAILS**

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

42. **RESIDENT BUSINESS PREFERENCE**

- A. Contracts are subject to the applicable provisions of COMAR Title **21.05.01.04**, which authorizes that when awarding a contract by competitive bidding, the MDOT may give a preference to the lowest responsive and responsible bid from a Maryland firm over that of a non-resident firm if the State in which the non-resident firm is located gives a resident business preference.
- B. The preference given under this Section shall be identical to the preference, through law, policy or practice, given to its residents by the State in which the non-resident firm is located.
- C. This provision shall not apply if it conflicts with any Federal grant or regulation affecting this Contract.

43. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

Contractor shall comply with the ADA, **42 USC §§ 12101 et seq.** and applicable regulations. To the extent required by the ADA, Contractor's facilities, services, and programs shall be accessible to persons with disabilities. Contractor shall bear sole responsibility for assuring that its activities under this Agreement conform to the ADA. Contractor shall indemnify and hold the State harmless in any administrative proceeding or other action brought pursuant to the ADA for all damages, attorney fees, litigation expenses and costs, if such action or proceeding arises from the acts of Contractor, Contractor's employees, agents or subcontractors.

44. **PAYMENT OF STATE OBLIGATIONS**

- A. Payment to the Contractor pursuant to this Contract shall be made no later than thirty (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, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

- B. A proper invoice shall include a description of the items or services provided; the date the goods were received, or the inclusive dates the services were rendered; the Contract price(s); retention, if any; the basis for the billing; the Contract or purchase order number; the Contractor's Federal Tax Identification Number or Social Security Number; the name and address of the proper invoice recipient.
- C. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest within 30 calendar days after the payment date of the amount on which the interest is claimed to have accrued. Interest may not be claimed for more than one year following the 31st calendar day after the date that a proper invoice was received, or on amounts representing unpaid interest, or if a claim has been filed under State Finance and Procurement Article Title **15**, Subtitle **2** of the Annotated Code of Maryland.
- D. For the purpose of this Contract, an invoice amount will not be deemed due and payable if:
- (1) The amount invoiced is inconsistent with the Contract;
 - (2) The proper invoice has not been received by the party or location specified in the Contract;
 - (3) The invoice or performance under the Contract is in dispute, or the Contractor has failed to otherwise comply with the provisions of the Contract;
 - (4) The item or services have not been accepted;
 - (5) The quantity of items delivered is less than the quantity ordered;
 - (6) The items or services do not meet the quality requirements of the Contract.
 - (7) The proper invoice for the progress payment, if applicable, has not been submitted according to the schedule contained in the Agreement;
 - (8) All stipulated conditions for release of the retainage, if applicable, have not been met; and
 - (9) Satisfactory documentation or other evidence reasonably required by the procurement officer or by the Contract administrator(s) concerning performance under the Contract has not been submitted by the Contractor.

45. **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 or she may determine to be appropriate for the convenience of the State.

46. **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 COMAR, Title **21** State Procurement Regulations, in effect on the date of execution of this Contract are applicable to this Contract.

47. **RETENTION OF RECORDS**

The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) 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.

48. **INSOLVENCY**

If the Contractor becomes insolvent, files a bankruptcy petition in any court, becomes the subject of an involuntary bankruptcy petition, makes a general assignment for the benefit of creditors, has a receiver appointed for assets, or ceases to conduct business, the Contractor shall be considered in default of the Contract. If any of these events occurs, the Contractor must immediately notify the procurement officer or designee.

49. **BOND ASSISTANCE PROGRAM**

Assistance in obtaining bid, performance, and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDF). MSBDF can directly issue bid, performance, or payment bonds up to \$750,000.

Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
217 E. Redwood St., 22nd Floor
Baltimore, MD 21202 (410) 767-6359

ATTACHMENT 10 – **EXPERIENCE AND REFERENCES**

Reference #1

Name _____

Address _____

Contract Person _____

Phone Number _____

Email Address _____

Period of Contract

From: _____

To: _____

Please describe what type of reference: (private or public entity, manufacturing, etc.) this is.

Please describe the nature of the services that you provided.

Reference #2

Name _____

Address _____

Contract Person _____

Phone Number _____

Email Address _____

Period of Contract

From _____

To: _____

Please describe what type of reference: (private or public entity, manufacturing, etc.) this is.

Please describe the nature of the services that you provided.

Reference #3

Name _____

Address _____

Contract Person _____

Phone Number _____

Email Address _____

Period of Contract

From: _____

To: _____

Please describe what type of reference: (private or public entity, manufacturing, etc.) this is.

Please describe the nature of the services that you provided.

**LIVING WAGE REQUIREMENTS FOR SERVICE/
MAINTENANCE CONTRACTS**

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

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

- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dlr.state.md.us/> and clicking on Living Wage.

Affidavit of Agreement
Maryland Living Wage Requirements-Service/ Maintenance Contracts

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

Affidavit of Agreement (Continued)
Maryland Living Wage Requirements-Service/ Maintenance Contracts

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

Prompt Pay Requirements - Subcontractors

1. If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:
 - 1.1 Not process further payments to the contractor until payment to the subcontractor is verified;
 - 1.2 Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - 1.3 Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - 1.4 Place a payment for an undisputed amount in an interest-bearing escrow account;
or
 - 1.5 Take other or further actions as appropriate to resolve the withheld payment.
2. An “undisputed amount” means an amount owed by a contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
3. An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:
 - 3.1 Affect the rights of the contracting parties under any other provision of law;
 - 3.2 Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
 - 3.3 Result in liability against or prejudice the rights of the Agency.
4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
5. To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:
 - 5.1 Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - 5.2 This verification may include, as appropriate:
 - 5.2.1 Inspecting any relevant records of the contractor;
 - 5.2.2 Inspecting the jobsite; and
 - 5.2.3 Interviewing subcontractors and workers.
 - 5.2.4 Verification shall include a review of:

5.2.4.1 The contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

5.2.4.2 The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

5.3 If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action.

5.3.1 Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

5.4 If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:

5.4.1 Terminate the contract;

5.4.2 Refer the matter to the Office of the Attorney General for appropriate action; or

5.4.3 Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

5.5 Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.



GUIDE TO PROMPT PAYMENT FOR NON-CONSTRUCTION SUBCONTRACTORS

August 2008

Prompt payment requirements already exist on State-funded construction contracts. Recently, prompt payment requirements became effective on all State-funded non-construction contracts in excess of \$25,000 by agencies that are members of the Governor's Cabinet.

What are my rights as a subcontractor?

Subcontractors on contracts greater than \$25,000 can expect to receive payment for any undisputed amounts after the prime contractor has received a progress payment. Otherwise, a subcontractor can expect to receive written notice from the contractor as to why payment is being withheld.

What are my rights as a Minority Business Enterprise (MBE) or Small Business Reserve (SBR) subcontractor?

MBE and SBR subcontractors have the same rights as those described above. In addition, agencies must notify the Governor's Office of Minority Affairs (GOMA) of any complaint of non-payment of subcontractors with MBE or SBR status.

What are the responsibilities of the prime contractor?

The prime contractor has the responsibility to:

- Pay a subcontractor an undisputed amount to which the subcontractor is entitled; OR
- Notify the subcontractor in writing and state the reason why payment is being withheld.
 - If payment is withheld, the prime contractor must provide a copy of the notice to the procurement officer.

What should I do if I am not being paid by the prime contractor?

The subcontractor must notify the procurement officer. GOMA recommends that notice be given in writing. The notice will include:

- The name of the prime contractor from which payment has not been received;
- The project under which the dispute exists;
- The amount in dispute;
- An itemized description on which the amount is based; and
- If known, an explanation for any dispute concerning the payment not received.

Who should I contact at the agency?

Subcontractors who have not received payment of any undisputed amount should contact the agency's chief procurement officer. Contact information for the Cabinet agencies' chief procurement officers can be found at the end of this document.

I've sent my written notice of non-payment to the procurement officer. What happens now?

The procurement officer, or another agency representative, must contact the prime contractor to ascertain whether the amount withheld is an undisputed amount. If it is determined that part or the entire amount withheld is undisputed, the agency representative will instruct the prime contractor to pay the subcontractor the undisputed amount. The agency representative is to communicate to the subcontractor the results of the discussions with the prime contractor.

Are there any penalties to the prime contractor for failure to pay subcontractors undisputed amounts?

Yes. The State agency that issued the contract may;

- Withhold further payments to the prime contractor until payment to the subcontractor is verified;
- Suspend all or some of the contract work;
- Pay or otherwise cause payment of the undisputed amount to the subcontractor;
- Place a payment for an undisputed amount in an interest-bearing escrow account; or
- Take other or further actions as appropriate to resolve the withheld payment.

What is an “undisputed amount”?

An “undisputed amount” means an amount owed by a contractor to a subcontractor for which there is no good faith dispute. This includes any retainage withheld, and any amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

What agencies are members of the Governor’s Cabinet?

The 22 member agencies of the Governor’s Cabinet and their chief procurement officers are:

Agency	Procurement Officer	Email
Aging	Ivey Gilliam	ilg@ooa.state.md.us
Agriculture	Joe Harrington	harrinjm@mda.state.md.us
Budget and Management	Joel Lieberknight	jleberkn@dbm.state.md.us
Business and Economic Development	Debi Chronister	dchronister@dbed.state.md.us
Disabilities	John Brennan	jbrennan@mdod.state.md.us
Education	Albert Annan	aannan@mdse.state.md.us
Environment	Mike Gallagher	mgallagher@mde.state.md.us
Executive Department	Jeremy Rosendale	jrosendale@gov.state.md.us
General Services	Michael Haifley	michael.haifley@dgs.state.md.us
Health and Mental Hygiene	Gary Goldberg	ggoldberg@dhmh.state.md.us
Housing and Community Development	Eleanor Kennedy	kennedy@mdhousing.org
Human Resources	Jane Bailey	jbailey@dhr.state.md.us
Information Technology	Sue Howells	Sue.Howells@doit.state.md.us
Juvenile Services	Marcus Filson	filsonm@djs.state.md.us
Labor, Licensing, and Regulation	Latesa Thomas	lthomas@dllr.state.md.us
Military	Nancy Fabula Hevey	heveyn@mdmildep.org
Natural Resources	Diane Russell	drussell@dnr.state.md.us
Planning	Samer Atiya	satiya@mdp.state.md.us
Public Safety and Correctional Services	Behira J. Said-Pompey	BSaid-Pompey@dpscs.state.md.us
State Police	Jonathan Beam	jbeam@mdsp.org
Transportation	Carmina Perez-Fowler	Cperez-fowler@mdot.state.md.us
Veterans Affairs	John Kearns	jkearns@mdva.state.md.us

**MARYLAND
DEPARTMENT OF HUMAN RESOURCES
HIRING AGREEMENT**

This Hiring Agreement (“Agreement”) is effective this _____ day of _____, 2012, and is entered into by and between the Maryland Department of Human Resources (“Department”) and _____ (the “Contractor”), pursuant to State Finance and Procurement Article, § 13-224, Annotated Code of Maryland, arising out of a contract for services between Contractor and _____ (“Entity”), contract number _____ (“Procurement Contract”).

WITNESSETH:

WHEREAS, the Department has identified the Procurement Contract as eligible for execution of this Agreement; and

WHEREAS, the Contractor, Department and the Entity, have discussed and reviewed an inventory of job openings that exists or the Contractor is likely to fill during the term of the Procurement Contract in the State of Maryland; and

WHEREAS, the Contractor, Department and the Entity have discussed and reviewed the job descriptions, locations, and skill requirements for those positions; and

WHEREAS, Department and the Entity have identified and discussed with the Contractor the workforce related benefits and support services available to Contractor as a result of the Agreement, including:

- Medicaid coverage for the employee and the employee’s dependents for up to one year after placement in the job;
- Maryland Children’s Health Program (MCHP) medical coverage for the employee’s dependents after one year of employment for as long as eligibility is met;
- Food Stamps for the employee and the employee’s dependents for as long as eligibility requirements are met;
- Child Care subsidies for the employee’s dependents for up to one year after employment as long as eligibility requirements are met;
- Transportation subsidies for the employee for a period of time after employment;

- Other retention services including counseling on an as needed basis; and
- Assistance with claiming tax credits for hiring and retaining Candidates.

WHEREAS, the Contractor and Department agree to work cooperatively to develop responses to the workforce development requirements faced by the Contractor and to promote the hiring of the Department's current and former Family Investment Program ("FIP") recipients, their children, foster youth, and child support obligors ("Candidates") by the Contractor.

NOW THEREFORE, upon valuable consideration received, the Contractor and the Department specifically agree as follows:

A. The Contractor will:

1. Notify the Department of all job openings that exists or result from the Procurement Contract.
2. Declare the Department the "first source" in identifying and hiring Candidates for those job openings.
3. Work with Department as necessary and appropriate to develop necessary training programs which enable Candidates to qualify for and secure the jobs.
4. Give first preference and first consideration, to the extent permitted by law and any existing labor agreements, to Candidates that Department refers.
5. Agree to give Candidates referred to the Contractor by the Department priority in the filling of a job opening so long as the Candidate meets the qualifications of the position and the Department refers qualified candidates within three (3) working days.
6. Provide Department with feedback regarding the disposition of all referrals made, to include the progress and employment status of those Candidates who are hired, or an explanation of why any such Candidate was not hired or considered qualified.
7. Designate a specific contact person who will:
 - provide additional information regarding "first source" jobs and clarify their requirements;
 - receive Department referrals, and
 - provide feedback to a Department account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those candidates hired by the Contractor.

B. That Department will designate an account representative who will:

1. Process all the Contractor's job notices in accordance with this Agreement.
2. Refer screened and qualified Candidates to the Contractor's designated contact person.
3. Make referrals in a timely manner, that is, within three (3) working days after receiving the Contractor's job opening notices.
4. Assist in the development of any mutually agreed upon training and/or internship programs that will better prepare the Candidates for employment with the Contractor.
5. Provide follow-up and post hire transitional/supportive services, (e.g. Medicaid, MCHP, Food Stamps, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate.
6. Insure that the Contractor is advised of available subsidies and provide any assistance to the Contractor to obtain those subsidies.
7. Report the Contractor to the procurement Entity if the Contractor does not fulfill its responsibilities in accordance with this Agreement.
8. Review and evaluate the effectiveness of this undertaking with the Contractor and make modifications as necessary and appropriate.

C. Disclaimers:

Nothing in this Agreement shall cause the Contractor, except as explicitly provided in Section A above, to alter existing hiring practices or to hire an individual into a position for which he/she is not qualified.

D. Non-discrimination:

The Contractor agrees that there shall be no discrimination against any employee or candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, disability or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent federal and State laws regarding discrimination.

E. MARYLAND LAW PREVAILS

The place of performance of this Agreement shall be the State of Maryland. This Agreement shall be construed, interpreted, and enforced according to the laws and

regulations of the State of Maryland, including approval of the Board of Public Works where appropriate.

F. EFFECTIVE DATE:

This Agreement shall take effect on the date of the aforementioned Procurement Contract, and it shall remain in effect for the duration of the Procurement Contract, including any option periods or extensions.

IN WITNESS, WHEREOF, the Contractor and Department have affixed their signatures below:

FOR THE CONTRACTOR

FOR THE DEPARTMENT

SIGNATURE

SIGNATURE

TITLE

TITLE

DATE

DATE

**Approved as to form and Legal Sufficiency by the
Department Attorney General's Office**

**State of Maryland Travel
and
Meal Regulations**

State Travel Management Unit

Board of Public Works

Subtitle 02 Business Administration

23.02.01 Standard Travel Regulations

Authority: State Finance and Procurement Article, ? 10-203,
Annotated Code of Maryland

.01 Scope.

A. Unless otherwise provided by law, these regulations apply to all travel for official business undertaken by officials and employees of units of the Executive Branch of the State government, except elected officials and officials and employees of the University of Maryland System.

B. If a contract specifically provides for their application, these regulations may apply to official business travel of persons performing a State contract.

C. These regulations do not apply:

(1) When a line item in the annual State budget specifically identifies an item and amount for exemption.

(2) To State-owned, State-leased, or privately-owned motor vehicles. Reimbursement to employees or officials who use State-owned, State-leased, or privately-owned motor vehicles to conduct official business for the State is within the jurisdiction of the State Fleet Administrator, Department of Budget and Management, and subject to policies issued by the Secretary of Budget and Management.

.02 Definitions.

A. In this chapter the following terms have the meanings indicated.

B. Terms Defined.

(1) "Board" means the Board of Public Works.

(2) "Conferences, conventions, and seminars" means non-routine official business meetings for the purpose of discussing or deciding matters related to the accomplishment of position responsibilities.

(3) "Credit services contractor" means a private entity under contract with the State to extend the State credit for purposes of charging business travel expenses.

(4) "Department" means the Department of Budget and Management.

(5) Employee.

(a) "Employee" means an employee or official of a unit of the Executive branch of State government.

(b) "Employee" does not mean elected officials and officials and employees of the University of Maryland.

(6) "In-State travel" means travel to destinations inside the boundaries of Maryland, and includes the Washington, D.C. area, and travel to attend meetings with the employee's federal regional counterpart in that federal regional district.

(7) "Official business" means the authorized duties performed by an employee or official of the State in the employee's or officer's defined capacity under the duties and responsibilities prescribed by the employment or office.

(8) "Out-of-Country travel" means travel to destinations outside the United States, its territories, and Canada.

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(9) Out-of-State travel.

(a) "Out-of-State travel" means travel to destinations outside Maryland and the Washington, D.C. area.

(b) "Out-of-State travel" does not mean travel to meetings with federal regional counterparts in that federal regional district.

(10) "Routine business travel" means authorized travel on a daily basis or periodic basis to a job site other than the employee's assigned office for official business.

(11) "Secretary" means the Secretary of Budget and Management.

(12) "Training" means the same as provided under **COMAR 17.04.10.01**.

(13) "Travel services contractor" means a private business entity under contract with the State to serve as a travel agency for purposes of State

employee business travel.

(14) "Travel status" means the condition of a State employee while traveling on State business. An employee is not in travel status while commuting from home to the employee's assigned office, regardless of the length of time of that commute.

(15) "Unit" means any department or independent agency within the Executive branch of State government.

.03 Policy.

A. These regulations establish a State Travel Management Program, under the jurisdiction of the Secretary, Budget and Management, to help ensure fairness in the application and administration of travel expense reimbursement and to reduce and control the State's costs related to travel.

B. An employee traveling on official business is expected to exercise the same care incurring expenses as would a prudent person traveling for personal reasons. Travel for business should be conducted at a minimum cost for achieving the success of the mission. Travelers shall request reservations as far in advance as possible and shall utilize the lowest logical air/rail fares available. Subject to approval by the unit head, use of business class is allowable when traveling to destinations outside North America, the Caribbean Islands, and the Hawaiian Islands. Travel in first class is not allowable unless documented evidence clearly indicates the travel is in the best interest of the State. An employee may not participate in any promotional plan, such as frequent flyer program, when this participation entails foregoing a more favorable fare rate. Travel awards accrued under a promotional plan as a result of State business travel should be applied to State business travel expenses, whenever feasible. Baltimore Washington International Airport, as the State's preferred airport, should be used whenever convenient and cost effective.

C. State facilities shall be used for in-State meetings whenever available, unless the use of outside facilities is more cost effective, or the agency head certifies that the outside facility is more appropriate to completing the business mission.

D. The Secretary shall establish reimbursement rates, subject to the approval of the Board of Public Works. Expenditures for official travel may be considered as reimbursable only if incurred in accordance with these regulations.

.04 Travel Management Office.

A. The State Travel Management Office is established in the Department of Budget and Management to administer the State Travel Management Program.

B. The State travel manager shall:

(1) Oversee the operations of the Travel Management Office;

(2) Monitor contractor performance and unit compliance;

(3) Work with the State units to ensure the effective and efficient operation of the Travel Management Program.

.05 Unit Heads.

A. Unit heads shall:

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(1) Be responsible for ensuring compliance with this chapter by providing adequate internal control over employee travel;

(2) Designate an existing employee or employees to serve in a subsidiary capacity as an agency travel coordinator or coordinators within their organization for the purpose of monitoring employee compliance with these regulations and performing other duties listed in Regulation .06.

B. Exceptions to using the travel and credit services contractor or contractors shall be approved by the unit head or designee in accordance with Regulation .08B, documented by the unit, and forwarded to the Department's Travel Management Office by January 15th and July 15th of each year. Reporting is to cover the periods of July 1 through December 31, and January 1 through June 30 respectively. This section shall be effective upon written notification of the Secretary to the unit head.

.06 State Agency Travel Coordinators.

The agency travel coordinators shall be responsible for:

- A. Monitoring employee compliance in accordance with this chapter;
- B. Providing assistance to employees concerning questions and problems with travel;
- C. Serving as liaison with the Department's Travel Management Office and the travel and credit service contractors.

.07 Secretary.

The Secretary shall be responsible for the:

- A. Development and promulgation of the regulations in this chapter, including travel reimbursement rates, with the approval of the Board;
- B. Procurement of travel and credit service contracts and rate agreements;
- C. Development and administration of travel and credit services contracts and rate agreements;
- D. Program monitoring, evaluation, and guidance;

E. Liaison with State units to ensure the effective and efficient operation of the travel management program and compliance with this chapter. This shall include resolving problems and complaints of the units and travel and credit service contractors and providing educational material to agency travel coordinators and employees.

.08 Travel Services Contractor.

- A. The Secretary may contract with travel service providers, or with a single provider, to acquire travel services for State employees traveling on official business.
- B. Upon written notification of the Secretary to the unit head, employees shall book all airline, railway, and ship travel, all car rentals, and all lodging reservations through the State travel service contractor, except under the following circumstances:

(1) An unusual situation makes it impractical or impossible to use the services of the State travel services contractor;

(2) The State travel services contractor does not serve the area where the employee is located;

(3) Travel arrangements are to be made for the employee by the organizer of a planned conference, convention, or seminar in order to obtain special discounts not available through the travel services contractor.

C. When changes in travel planning require cancellation or revision of common carrier tickets, or car rental or lodging arrangements, the employee shall notify the travel services contractor as soon as possible so that the necessary changes can be made.

.09 Air Travel Accident Insurance.

Air travel insurance is provided through the State Treasurer's Office. Beneficiaries are those designated with the Maryland State Retirement and Pension System. Questions concerning policy coverage or the designation of beneficiaries shall be directed to the State Treasurer's Office.

.10 Travel Authorization.

A. In-State Business Travel. Subject to appropriated funds, routine business travel may be authorized in accordance with appropriate internal approval procedures of the unit responsible for the official State business.

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B. Out-of-State or Out-of-Country Business Travel. Subject to appropriated funds, a unit head or designee may authorize out-of-State and out-of-country travel for official business. Requests for authorization shall be submitted on the Comptroller of the Treasury's GAD Form X-3A, "Individual Request for Out-of-State Travel".

C. Conventions, Conferences, Seminars, or Training Travel.

(1) Subject to appropriated funds, a unit head or designee may authorize in-State travel to conventions, conferences, seminars, or training in accordance with appropriate internal approval procedures. A unit head or designee may authorize out-of-State travel for these purposes using the Comptroller of the Treasury's GAD Form X-3A, "Individual Request for Out-of-State Travel".

(2) Travel out-of-country to conventions, conferences, seminars, or training shall be reported to the Board of Public Works. Requests for authorization for this travel shall be submitted to the Secretary. The Secretary shall submit reports of this travel to the Board of Public Works every 3 months.

.11 Travel Payment and Reimbursement.

A. Each employee's reimbursement request shall include:

(1) The Comptroller of the Treasury's GAD Form X-3A, "Individual Request for Out-of-State Travel", in accordance with Regulation .10.

(2) The Comptroller of the Treasury's GAD Form X-5, "State of Maryland Expense Account";

(3) Itemized receipted bills and such other supporting documentation of expenses as may be required by the Comptroller.

B. Payment for Airline and Rail Tickets (Common Carrier). The following conditions shall be effective upon written notification of the Secretary to the unit head:

(1) Units shall pay for employee common carrier tickets issued by the contractor travel service using the credit account number provided by the contractor selected for that purpose by the Department's Travel Management Office. Each unit or appropriate unit division shall be issued one account number and shall be centrally billed by the contractor for all charges. The identity of and access to all unit account numbers shall be restricted by the unit to the essential personnel.

(2) Each unit shall have a written policy and assigned responsibility for obtaining and controlling common carrier tickets, particularly unused portions.

(3) Unused portions of tickets shall be returned by the employee to the designated unit official to obtain credit. The unit official immediately shall return any unused portions of tickets to the contractual travel agency for credit to be applied.

.12 Reimbursable Expenses.

A. General. The State shall reimburse employees for authorized necessary travel and related expenses incurred by the employee. The State may not reimburse an employee for transportation, lodging, meal expenses, or any other costs incurred by a spouse, child, or other person not essential to the business mission, who accompanies the employee on an official business trip.

B. Taxi, Bus, and Airport Limousine. Taxi, bus, and airport limousine fares incurred while on travel status are reimbursable when traveling to and from the airport, train station, or bus station, or when otherwise incurred while conducting official business. Employees shall use the mode of public transportation that results in the lowest logical cost to the State.

C. Rental Cars.

(1) Subject to approval by the unit head or designee, employees may rent cars while on travel status when other means of transportation are unavailable, more costly, or impractical. The lowest cost vehicle necessary to achieve the traveler's mission shall be reserved. Upon written notification by the Secretary to the unit

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head, all car rental reservations shall be made through the State travel services contractor, except as provided in Regulation **.08B**.

(2) In addition to the cost of the rental, the employee shall be reimbursed for necessary and reasonable expenses incurred for the following items:

- (a) Gasoline, oil, and emergency repairs;
- (b) Parking;
- (c) Toll charges.

D. Lodging.

(1) This section shall be effective upon written notification by the Secretary to the unit head. Employees shall make all lodging reservations through the State travel services contractor, except as provided in Regulation **.08B**, when official business requires the employee to remain away from home overnight. Field staff employees shall make in-State lodging reservations through the State travel services contractor whenever practical.

(2) Reimbursement shall be in an amount equal to the actual cost of the least expensive available rate for reasonable accommodations based on single occupancy.

(3) In cases of double occupancy by two State employees, each employee shall be reimbursed 50 percent of the total room charge.

(4) In cases of double occupancy when one of the occupants is not on State business, lodging reimbursement shall be on the basis of the least expensive available rate for reasonable accommodations based on single occupancy.

E. Meals.

(1) Meal allowances for employees while in travel status are reimbursable at the rates established by the Secretary.

(2) When an employee is in travel status involving absence from home overnight, all meals are reimbursable.

(3) Reimbursement may not be made for the cost of alcoholic beverages.

(4) The cost of breakfast is reimbursable when an employee in travel status has to leave home on official business 2 hours or more before the beginning time of the employee's place of business. The cost of dinner is reimbursable when an employee in travel status cannot get home within 2 hours after the employee's normal quitting time. In both cases, the 2 hours are in addition to the normal commuting time.

(5) In cases when an employee meets both of the conditions of **E (4)** and is in travel status for the entire day, but not overnight, the employee's lunch also is reimbursable.

(6) Reimbursement for either breakfast or dinner may not be made because of the hour at which an employee is required to leave home, or at which the employee returns home, because of commuting to and from the employee's normal place or places of employment.

(7) When a State institution, as a matter of practice, charges an employee for meals regardless of whether the employee eats a particular meal, and the employee is required to be absent from the institution on official business at mealtime, the employee shall be reimbursed to the extent of the cost of the meal charged to the employee by the institution.

(8) Except as provided in **E (2)**, (4), (5), and (7), above, an employee may not be reimbursed for the cost of lunch.

(9) If the registration fee for a conference, convention, seminar, or training meeting includes the cost of meals, the State shall reimburse the employee for the full registration fee. For this meeting, the employee may not request reimbursement for the included meals.

(10) Members of boards and commissions established by statute who do not receive compensation from the State may be reimbursed for actual and necessary

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meal expenses incurred while on official State business. Reimbursable meal expenses including tips, may not exceed amounts established by the Secretary.

(11) Meal reimbursement above the standard limits is allowable for employees conducting business in high cost areas designated by the Secretary. Employees shall be reimbursed for actual amounts based on receipts, not to exceed limits set by the Secretary.

(12) Meal reimbursement above the standard limits is allowable for employees on travel status outside the United States and its territories upon submission of receipts approved by the unit head or the unit head's designee.

F. Conference Registration Fees. When a registration fee is charged, participating State officials or employees shall be reimbursed upon submission of a receipt.

G. Porter Fees and Hotel Tips.

(1) Porter fees and hotel tips per each bag carried at common carrier depots and hotels respectively are reimbursable at the rates established by the Secretary.

(2) The same per bag tip is reimbursable when checking into and checking out of a hotel.

H. Telephone and Postage Expenses. Telephone and postage expenses incurred in the performance of official duties are allowable.

I. Cleaning Expenses. When an official or employee is required to be on travel status for a period exceeding 5 working days, the cost of necessary laundry, cleaning, and pressing is reimbursable.

J. Expenses for Passports, Visas, and Travelers Checks. If incurred as a result of the performance of official duties, fees for passports, visas, and traveler's checks are reimbursable upon submission of a receipt.

Fare Policy Summary

Objective

- To provide convenient, economical travel services for State employees traveling on official business.

Fare Policy

- Utilize lowest logical fares based on acceptable times, locations, conditions and State Travel Regulations.
- Least expensive routing is to be used.
- Delays-in-route (not more than 2 hours) that result in materially lower costs are to be used. Travelers may accept/request longer delays at their option, however.
- Promotional plans are not to be used when this results in obtaining less favorable fare rates.

CERTIFICATION OF FORMER STATE EMPLOYEES

On or about January 1 of each year this contract is in effect, Consultant agrees to provide to the Administration a list of employees of the Consultant and its sub-consultants who were employed by the Administration in the five years preceding the date of the list. Every three months following submission of the annual list (April 1, July 1, October 1), Consultant agrees to provide an updated list if there have been any changes since submission of the annual list.

Each list provided shall include a certification, signed and dated by an authorized representative, substantially similar to the following:

I certify that Consultant and its sub-consultants are in compliance with the General Conditions prohibiting a former Administration employee from working on any Administration consultant services contract for one year after leaving the Administration and with State Ethics Laws and related contract provisions prohibiting a former State employee from ever working on a matter in which a former State employee participated significantly as a State employee.

Consultant agrees to use its best efforts to ensure that the Consultant, sub-consultants and their employees comply with the restrictions on participation in this Contract contained in the General Conditions and in State Government Article § 15-504(d).

Date

Signature