

Request for Proposals

Marketing, Consulting Services

PROJECT NO. V-HQ-08007-S



MARYLAND DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION

Issue Date: October 9, 2007

NOTICE:

Prospective Offerors who have received this document from a source other than *eMaryland Marketplace* www.emarylandmarketplace.com or from the Procurement Officer should immediately contact the Procurement Officer and provide their name and mailing address so that any changes or additional materials related to this RFP can be sent to them. Any prospective Offeror who fails to notify the procurement officer with this information or to register on *eMaryland Marketplace* assumes complete responsibility in the event, they do not receive communications from the procurement officer prior to the RFP closing date. Prospective Offerors who are not registered on *eMaryland Marketplace*, are encouraged to register. Also, in order to receive final contract award, a vendor must be registered on *eMaryland Marketplace*.

Minority Business Enterprises are encouraged to respond to this solicitation.

**MOTOR VEHICLE ADMINISTRATION
NOTICE TO OFFERORS/CONTRACTORS**

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 to complete this form. Thank you for your assistance. Responses should be sent to the Procurement Officer by fax (410-768-7090) or mail.

Bid/Proposal Number: V-HQ-08007-S

Entitled: Marketing, Consulting Services

I. If you are not bidding, please indicate why:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the Contract is not in our business line.
- ☐ We lack experience in the work/commodities required.
- ☐ The scope of work is beyond our current capacity.
- ☐ We cannot be competitive. (Please explain below.)
- ☐ The specifications are either unclear or too restrictive.
(Please explain below.)
- ☐ Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain below.)
- ☐ Time for completion is insufficient.
- ☐ Bonding/insurance requirements are prohibitive. (Please explain below.)
- ☐ Doing business with government is simply too complicated.
- ☐ Prior experience with State of Maryland Contracts was unprofitable or otherwise unsatisfactory. (Please explain below.)
- ☐ General Conditions contain requirements that I do not understand or agree with.
(Please explain below.)
- ☐ Other: _____

II. Please explain your response further, offer suggestions or express concerns. (Use the back for additional information.)

Remarks:

OPTIONAL:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone: (____) _____ - _____

Address or e-mail: _____

THANK YOU!!

KEY INFORMATION SUMMARY SHEET
MARYLAND DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION

Request For Proposals

Marketing, Consulting Services

PROJECT NO. V-HQ-08007-S

RFP Issue Date: October 9, 2007

RFP Issuing Office: Motor Vehicle Administration
Procurement and Contracts Division

Procurement Officer: Zakiyyah Rashid
Office Phone: (410) 768-7076
Facsimile: (410) 768-7090

E-mail: zrashid@mdot.state.md.us

Proposals are to be submitted to: Motor Vehicle Administration
Procurement & Contracts Division
6601 Ritchie Highway, N.E., Room OIR/309
Glen Burnie, MD 21062
Attention: Zakiyyah Rashid

Pre-Proposal Conference: October 23, 2007 – 10:00 AM Local Time
Motor Vehicle Administration
OIR Building
4th Floor Conference Room
6601 Ritchie Highway, N.E.
Glen Burnie, MD 21062

Closing Date and Time: December 4, 2007 – 2:00 PM Local Time

NOTICE:

Prospective Offerors who have received this document from a source other than *eMaryland Marketplace* www.emarylandmarketplace.com or from the Procurement Officer should immediately contact the Procurement Officer and provide their name and mailing address so that any changes or additional materials related to this RFP can be sent to them. Any prospective Offeror who fails to notify the procurement officer with this information or to register on *eMaryland Marketplace* assumes complete responsibility in the event, they do not receive communications from the procurement officer prior to the RFP closing date. Prospective Offerors who are not registered on *eMaryland Marketplace*, are encouraged to register. Also, in order to receive final contract award, a vendor must be registered on *eMaryland Marketplace*.

Table of Contents

SECTION 1 – GENERAL INFORMATION	1
1.1 Summary Statement	1
1.2 No Bid Notice	1
1.3 Abbreviations and Definitions	1-2
1.4 Headings.....	3
1.5 Pre-Proposal Conference.....	3
1.6 Proposals Due (Closing Date).....	3
1.7 Questions.....	3-4
1.8 The Proposals	4
1.9 Signatures	4
1.10 Contract Duration.....	4
1.11 Procurement Officer.....	4
1.12 Project Manager	4-5
1.13 Acceptance of Proposals	5
1.14 Rejection of Proposals	5
1.15 Price Validity and Duration	5
1.16 Final Contract.....	5
1.17 News Releases.....	6
1.18 Termination	6
1.19 Payment.....	6
1.20 Payment by Electronic Funds Transfer	7
1.21 Prime Contractor Responsibilities	7
1.22 Ownership of Materials.....	7
1.23 Right of Direct Media Placement.....	7
1.24 MVA Approvals.....	7
1.25 Sequence of Anticipated Activities.....	8
1.26 Financial Disclosure by Persons Doing Business with the State	8
1.27 Procurement Regulations	8
1.28 Minority Business Enterprises Notification	8
1.29 Minority Business Enterprise Goal	9-10
1.30 Multiple or Alternate Proposals	10
1.31 Cancellations; Acceptance; Minor Irregularities and Discussions.....	10
1.32 Oral Presentations	10
1.33 Public Information Act Notice	10
1.34 Arrearages	11
1.35 Bid/Proposal Affidavit	11
1.36 Living Wage Affidavit of Agreement.....	11
1.37 Contract Affidavit	11
1.38 Contract Type.....	11
1.39 Procurement Method.....	11
1.40 Mandatory Contractual Terms	11
1.41 Protests/Disputes.....	11
1.42 Revisions to the RFP	12

1.43	EMaryland Marketplace.....	12
1.44	Incurred Expenses	12
1.45	Economy of Preparation.....	12
1.46	Offeror Responsibilities	12-13
1.47	Verification of Registration and Tax Payment.....	13
1.48	False Statements.....	13
1.49	Privacy Protection Policy.....	13
1.50	Hold Harmless and Indemnification of the State of Maryland	13-14
1.51	Bond Requirements.....	14
1.52	Surety Bond Assistance Program.....	14-15
1.53	Good Faith in Dealing with the State; Responsibility.....	15
1.54	Best and Final Offers	15
1.55	Protest.....	15
1.56	Debriefings.....	15-16
SECTION 2 – SCOPE OF WORK AND OFFEROR’S QUALIFICATIONS		17
2.1	Purpose.....	17
2.2	Background	17
2.3	Goals and Objectives.....	18
2.4	General Statement	18-19
2.5	Offeror’s Minimum Qualifications	19
2.6	Statement of Work	19-21
2.7	Insurance Requirements	22
2.8	Living Wage Requirements.....	22
SECTION 3 – PROPOSAL FORMAT		23
3.1	Two Part Submission	23
3.2	General	23
3.3	Format of Proposals/Technical Questionnaire	23-33
SECTION 4 – DOCUMENTS AND FORMS REQUIRED FOR A COMPLETE PROPOSAL.....		34
4.1	General	34
4.2	Proposal Content	34
SECTION 5 – FACTORS FOR EVALUATION.....		35
5.1	Proposal Conformance.....	35
5.2	Evaluation Committee	35
5.3	Evaluation Process	35-36
5.4	Technical Evaluation Criteria	36
5.5	Reciprocal Preference	36-37

SECTION 6 – ATTACHMENTS38

6.1 Description of Attachments38

Attachment Sequence:

Attachment ASample Contract.....	39-52
Attachment BMinority Business Enterprise Participation Package	53-65
Attachment CPrice Proposal Worksheet Form	66-68
Attachment DBid/Proposal Affidavit.....	69-77
Attachment EContract Affidavit	78-79
Attachment FPrivacy Protection Policy.....	80-82
Attachment GElectronic Funds Transfer Registration Request Form.....	83-85
Attachment HProcurement Officer Checklist	86-88
Attachment IPre-Proposal Conference Response Form	89-90
Attachment JMDOT General Conditions for Service Contracts.....	91
Sections 1 thru 49.....	1-17
Attachment KLiving Wage Requirements for Service Contracts	92

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The purpose of this Request for Proposals (RFP) is to obtain the services of a qualified marketing and communications company to assist the MVA in carrying out its mission in such areas as informing and educating the public, cultivating an understanding of and compliance with State vehicular laws, promoting the full utilization of MVA services, and assisting the Maryland MVA in its role as the lead agency of the Smooth Operator campaign. Smooth Operator is a multi-jurisdictional effort by Maryland, the District of Columbia, Virginia and the Federal Motor Carrier Agency to curb aggressive driving throughout the Capital Beltway area.
- 1.1.2 It is the MVA's intention to obtain services, as specified in this RFP, through a Contract between the successful Offeror and the MVA.
- 1.1.3 MVA intends to award one (1) Contract to an Offeror whose proposal is deemed most advantageous to the MVA and the State.
- 1.1.4 Offerors shall be able to provide all services and meet all of the requirements requested in this solicitation.

1.2 No Bid

Upon receipt of the RFP, if the offeror determines that it is not interested in responding, the offeror is requested to notify the MVA by using the "Notice to Vendors/Contractors" form. A copy of this form can be found on page i of this RFP. Responses on this form should be sent to the Procurement Officer by mail or FAX (410) 768-7090.

1.3 Abbreviations and Definitions

- 1.3.1 For purposes of this RFP, the following abbreviations and terms have the meanings indicated below:
 - a. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
 - b. **Contract** – The Contract awarded to a successful Offeror pursuant to this RFP. A sample of the Contract is included in this RFP as Attachment A.
 - c. **Consultant** – A selected Offeror that is awarded a Contract by the State.
 - d. **Consultant Representative** – The Representative appointed by the Consultant who is responsible for the daily management and administrative functions of the Contract from the Consultant's perspective.
 - e. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.

- f. **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
- g. **MDOT** – Maryland Department of Transportation
- h. **MVA** – Maryland Motor Vehicle Administration.
- i. **Non-Standard Hours** – All hours not specified as Standard Hours.
- j. **Notice To Proceed (NTP)** – A written notice from the Procurement Officer that work on the project or work order is to begin on a specified date. This is the official start date of the project or work timeline.
- k. **Observed Holidays** – The following are the Observed Holidays for this RFP. Each holiday will start at 12:00 a.m. and end at 11:59 p.m. on that day: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day.
- l. **Offeror** – An entity that submits a proposal in response to this RFP.
- m. **Procurement Officer** – The State representative designated in Section 1.11, who is responsible for the Contract, determining scope issues, and is the only State representative that can authorize changes to the Contract. MVA may change the Procurement Officer at any time by written notice to the Consultant.
- n. **Project Manager** – The MVA representative, designated in Section 1.12, that serves as the technical and contract manager for the resulting contract. The Project Manager monitors the daily activities of the contract and provides technical guidance to the Consultant. MVA may change the Project Manager at any time by written notice to the Consultant
- o. **Request For Proposals (RFP)** – This Request for Proposals for the Maryland Motor Vehicle Administration, Project Number V-HQ-08007-S dated October 9, 2007, including any amendments.
- p. **Smooth Operator** -- The name given to the organized joint effort of Maryland, the District of Columbia and Virginia to combat aggressive driving throughout the Capital Beltway area.
- q. **Standard Hours** – Standard Hours are weekdays (Monday through Friday) from 8:00 a.m. to 4:30 p.m. Local Time, excluding Observed Holidays.
- r. **State** – Means the State of Maryland.
- s. **Vendor** -- An entity that submits a proposal in response to this RFP

1.3.2 **NOTE:** Throughout this RFP the terms offeror or vendor may be used interchangeably. Also, the terms contractor or consultant may be used interchangeably. The term contractor is used to designate the offeror that the State has selected, approved, and contracted with, per all applicable federal and State laws, to fulfill the requirements of this procurement. Thus, offeror or vendor are primarily terms of relevance **before** the contract for the procurement is executed. The Contractor or the Consultant are primarily relevant terms **after** the contract has been executed.

1.4 Headings

The words and phrases used in the headings of various sections and parts of this RFP are for convenience and clarity only, and shall not imply complete discussion and/or interpretation of any of the terms, conditions, and requirements stated anywhere in the RFP.

1.5 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on October 23, 2007, beginning at 10:00 AM, at the Motor Vehicle Administration, OIR Building, 4th Floor Conference Room, 6601 Ritchie Highway, N.E., Glen Burnie, MD 21062. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's overall understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

As promptly as is feasible after the Pre-Proposal Conference, a written summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed electronically via eMaryland Marketplace at www.emarylandmarketplace.com to all prospective Offerors known to have received a copy of this RFP. See Section 1.43 eMarylandMarketplace of the RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please submit the Pre-Proposal Conference Response Form to the attention of Zakiyyah Rashid, preferably via e-mail at zrashid@mdot.state.md.us, or via facsimile at (410) 768-7090 no later than 2:00 PM Local Time on October 19, 2007. The Pre-Proposal Conference Response Form is included as Attachment I to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the Procurement Officer no later than October 15, 2007. MVA will make a reasonable effort to provide such special accommodation.

1.6 Proposals Due (Closing) Date

A bound original and six (6) bound copies of each proposal (technical and price) shall be received by the Procurement Officer, at the address listed in Section 1.11, no later than 2:00 PM (Local Time) on December 4, 2007 in order to be considered.

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, December 4 2007 at 2:00 PM (Local Time) will not be considered.

Proposals may not be submitted by e-mail or facsimile.

1.7 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. As reasonably possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-

Proposal Conference. As reasonably possible and appropriate, these questions will be answered at the Pre-Proposal Conference, or shortly thereafter.

Questions will also be accepted after the Pre-Proposal Conference and should be submitted in a timely manner prior to the proposal due date to the Procurement Officer. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed electronically to all Offerors who are known to have received a copy of the RFP via eMaryland Marketplace.

1.8 The Proposals

To be considered, offerors shall submit a complete response to the RFP using the format provided in Section 3. Proposals should provide a straightforward, concise delineation of the offeror's capability to satisfy the requirements of this RFP.

1.9 Signatures

Each proposal shall be signed by an officer authorized to make a binding commitment for the firm(s) making the proposals.

1.10 Contract Duration

The Contract resulting from this RFP shall be for a period of five (5) years beginning on or about May 1, 2008 through April 30, 2013.

1.11 Procurement Officer

The sole point of contact for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Zakiyyah Rashid
Motor Vehicle Administration
Procurement and Contracts Division
6601 Ritchie Highway, N.E., Room 309
Glen Burnie, Maryland 21062
Phone Number: 410-768-7076 / Fax Number: 410-768-7090
E-mail: zrashid@mdot.md.state.md.us

MVA may change the Procurement Officer at any time by written notice.

1.12 Project Manager

The Project Manager is:

Caryn Coyle
Motor Vehicle Administration

Executive Division
6601 Ritchie Highway, N.E., Room 200B
Glen Burnie, Maryland 21060
Phone Number: 410-768-7473 / Fax Number: 410-424-3101
Email: ccoyle@mdot.state.md.us

MVA may change the Project Manager at any time by written notice to the Consultant.

1.13 Acceptance of Proposals:

- 1.13.1 The MVA intends to recommend award of a contract to the offeror whose proposal best satisfies the needs of the MVA considering price and the technical evaluation factors set forth in Section 5 of this RFP. Contents of a proposal shall become contractual obligations if a contract ensues. Failure of the offeror to honor these obligations may result in cancellation of the award.
- 1.13.2 By submitting a proposal in response to this RFP, the offeror thereby accepts the terms and conditions set forth herein, including the MDOT General Conditions for Service Contracts which will be part of any contract entered into as a result of this RFP. (See Attachment J).
- 1.13.3 Any contract resulting from this RFP is subject to final approval by the MVA Administrator, the Secretary of the Maryland Department of Transportation, the Department of Budget and Management, and the Maryland Board of Public Works.

1.14 Rejection of Proposals

The MVA reserves the right to reject any or all proposals in accordance with State Procurement Regulations.

1.15 Price Validity and Duration

Prices quoted in the proposal shall remain valid for a minimum of 180 days from the closing date for receipt of proposals. Prices quoted in the proposal (including those quoted during any Best-and-Final-Offer process) shall become a part of the contract resulting from this procurement. If requested, this period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.16 Final Contract

The contract entered into with the successful offeror shall meet all standard provisions required by the MVA, MDOT, and Maryland State Procurement Regulations. Any contract entered into shall also contain the General Conditions for Service Contracts; it shall also contain the Contract Affidavit as contained in Attachment E of this RFP.

1.17 News Releases

The MVA reserves the right to issue news releases pertaining to this RFP and the services, studies or projects to which it relates. Any news releases made by the Contractor relative to this contract shall only be made with prior written approval from MVA and only in coordination with the MVA's Public Information Office.

1.18 Termination

- 1.18.1 Should Contractor fail fully, faithfully and promptly to perform any obligation owed to the MVA under this Contract, then the MVA may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the Contract in its entirety. Such termination, or failure to terminate, by the MVA shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which the MVA may have against the Contractor. No failure of the MVA to utilize a remedy afforded by law or contract upon any breach by the Contractor shall be construed as a waiver of the right to insist upon, full, prompt and faithful performance of the particular obligation, and all other obligations of the Contractor in the future.
- 1.18.2 The assignment of this Contract to successors, associated companies or any other parties by the Contractor for any reason, without prior written consent by MVA, is hereby specifically prohibited.

1.19 Payment

- 1.19.1 Subject to the performance of the work and its acceptance by the MVA, the Contractor may invoice the MVA for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally quoted on the Price Proposal Worksheet form, attached hereto as Attachment C and made a part hereof. Each invoice shall clearly delineate price breakdown by project, labor (work function) category, hours, subcontracted cost, publication cost and commission if applicable. Each billable line item shall be listed separately on the invoice.
- 1.19.2 Payments to the Contractor shall be made no later than thirty (30) days after MVA acceptance of the services and receipt of a proper invoice. Each invoice must reflect the Contractor's federal tax identification number. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland as from time to time amended, are prohibited.
- 1.19.3 In addition to any other available remedies, if in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld. The final contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid by the Contractor.

1.20 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form attached as Attachment G. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

1.21 Prime Contractor Responsibilities

The prime Contractor will assume sole responsibility for all work to be performed under any contract resulting from this RFP. MVA will consider the Contractor to be the sole point of contact with regard to contractual matters.

1.22 Ownership of Materials

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

The MVA reserves the right to waive this requirement in specific instances.

1.23 Right of Direct Media Placement

In addition to the Contractor's rights in any contract arising out of the RFP, the MVA reserves the right to deal directly with media for direct placement of advertising. The selected Contractor will NOT be entitled to commissions from advertising placed under these conditions.

1.24 MVA Approvals

All art work and media plans must be submitted to the MVA Project Manager for approval before any art work is finalized, camera-ready copy or diskettes are submitted to the printer, or media purchases are made.

1.25 Sequence of Anticipated Activities

1. RFP Issuance
2. Pre-Proposal Conference
3. Proposal Question Deadline
4. Closing Date for Receipt of Proposals
5. Technical Evaluation Process
6. Anticipated Selection Date
7. Contract Formation
8. BPW Approval
9. Anticipated Notice to Proceed

1.26 Financial Disclosure by Persons Doing Business With the State

Vendors and Contractors providing materials, equipment, supplies or services to the State of Maryland herewith agree to comply with the Annotated Code of Maryland which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year shall, within 30 days of the time when \$100,000 is reached, file with the Secretary of State, a list containing the names and addresses of its resident agent, each of its officers, and any individual who is a beneficial owner of 5% (percent) or more of the contracting business.

1.27 Procurement Regulations

This RFP and any contract or subcontracts entered into as a result thereof, shall be governed by the State Procurement Law (State Financial and Procurement Article of the Annotated Code of Maryland) and the State Procurement Regulations, COMAR (Code of Maryland Regulations) Title 21, as amended from time to time in the Maryland Register.

1.28 Minority Business Enterprises Notification

- 1.28.1 MBE vendors are encouraged to obtain certification from the Office of Minority Business Enterprise. All questions related to certification should be directed to the Office of Minority Business Enterprise.

Director
Office of Minority Business Enterprise
Maryland Department of Transportation (MDOT)
P.O. Box 8755
BWI Airport, Maryland 21240-0755
Telephone: (410) 865-1269

- 1.28.2 If the Offeror is a certified minority Consultant, it should be so indicated with the certification number in the Technical Proposal.

1.29 Minority Business Enterprise Goal

- 1.29.1 A Minority Business Enterprise (MBE) subcontractor participation goal of 35% of the total Contract dollar amount has been established for this solicitation. Only businesses certified by the State of Maryland as minority owned and controlled can be counted toward the achievements of this goal. **MBE requirements are specified in Attachment B of this RFP.**
- 1.29.2 MDOT hereby notifies all offerors that in regard to any contract entered into pursuant to this RFP, Minority Business Enterprises will not be subject to discrimination on the basis of race, color, sex or national origin in consideration for an award. It is the goal of the MVA that Minority Business Enterprises participate in all projects.
- 1.29.3 Each technical proposal submitted in response to this solicitation shall be accompanied by a Certified Minority Business Enterprise (MBE) Utilization and Fair Solicitation Affidavit (included in Section 6, Attachment B-1) whereby offeror acknowledges the MBE participation goal and commits to achieve that goal. The successful offeror must agree that this goal will be met. A successful certified MBE prime Consultant will be deemed to have met this goal if it accomplishes an amount of work not less than the MBE subcontract goal with its own work-force and/or MBE subcontracts.
- 1.29.4 Prospective offerors are advised to carefully review the Minority Business Enterprise Package (Attachment B) regarding MBE participation. The successful offeror will be required to submit, within fourteen (14) days of MVA notice of intent to award, an Outreach Efforts Compliance, MBE Participation Schedule, and a Subcontractor Project Participation Statement (all of which can be found in Section 6 – Attachment B of this RFP). All MBE firms must be MDOT certified prior to contract award. All questions related to MBE requirements and goals or for assistance in identifying certified minority firms in the Customer Communication industry, contact MVA's MBE Officer:

Minnie Carter, EEO Manager
Motor Vehicle Administration
6601 Ritchie Highway, N.E.
Glen Burnie, MD 21062
Phone (410) 787-7861

- 1.29.5 For the purposes of this contract, a goal of thirty-five percent (35%) of the contract's consultant services value (i.e., the contract's total dollar value less media placement costs) has been established for all classifications of Maryland-certified Minority Business Enterprises.

The scope of recommended work activities for MBE participation on this project should include, but not be limited to the following areas: graphic design, focus group facilitation, image development, media production, printing, photography, public awareness development, and other creative effort as outlined in this solicitation.

Failure to meet this MBE requirement may disqualify the offeror from further consideration or termination of the contract once in progress. By submitting a response to this RFP, the offeror agrees that, as a minimum, this percentage of the contract price will be allocated to MBE's.

- 1.29.6 A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P.O. Box 8755, BWI Airport, Maryland

21240-0755. The phone number is 410-865-1244. The directory is also available at <http://www.mdot.state.md.us>; select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

1.30 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.31 Cancellations; Acceptance; Minor Irregularities and Discussions

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

1.32 Oral Presentations

The MVA may require discussions with all qualified offerors as judged by the Evaluation Committee in accordance with the evaluation factors set forth in Section 5 of this RFP. The term "Qualified Offerors" includes only those responsible offerors who submitted proposals initially judged by the Procurement Officer to be reasonably susceptible to be selected for award. Discussions shall be led by the offeror's Project Manager and will consist of an oral presentation by the offeror to the MVA Evaluation Committee and a period of time for questions from the Committee. Selected offerors shall be notified of the time, date, and location of their presentation. The number of firms invited to make presentations is at the discretion of the Evaluation Committee. Submission of a proposal does not guarantee an offeror the opportunity to make an oral presentation. "Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded."

Subsequently, the MVA, at its discretion, may hold further discussions with offerors and/or request Best and Final Offers in accordance with State Procurement Regulations.

The MVA also retains the right, in its sole discretion, **not** to hold discussions/oral presentations with offerors and may award a contract on the basis of technical and price proposals as submitted if, in the judgment of the Procurement Officer, the response to this RFP demonstrates sufficient competition so that acceptance of an initial offer without discussion would result in a fair and reasonable price.

1.33 Public Information Act Notice

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01). **Information which is claimed to be confidential is to be placed *after* the Title Page and *before* the Table of Contents in the Technical proposal and, if applicable, in the Financial proposal.**

1.34 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.35 Bid/Proposal Affidavit

A proposal submitted by an Offeror shall be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment D, of this RFP.

1.36 Living Wage Affidavit of Agreement

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. A copy of this Affidavit is included as Attachment K, of this RFP.

1.37 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment E of this RFP. This Affidavit shall be provided within five (5) business days of notification of proposed Contract award.

1.38 Contract Type

The Contract that results from this RFP shall be an Indefinite Quantity Contract with Fixed Unit Prices in accordance with COMAR 21.06.03.06.

1.39 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.40 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical proposal.** A proposal that takes exception to these terms may be rejected.

1.41 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.42 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on eMarylandMarketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date shall accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.43 eMarylandMarketplace

eMarylandMarketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMarylandMarketplace.

In order to receive a contract award, a vendor must be registered on eMarylandMarketplace. Guidelines can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

1.44 Incurred Expenses

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.45 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP.

1.46 Offeror Responsibilities

The selected Offeror shall be responsible for rendering services as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the proposal shall be included in the Offeror's proposal. Additional information regarding MBE subcontractors is provided under paragraphs 1.28 and 1.29 above.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary. Subcontractors retained for

the sole purpose of meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in Attachment B of this RFP.

1.47 Verification of Registration and Tax Payment

Before a corporation can do business in the State it shall be registered and in good standing with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration and ensure that it is in good standing prior to the due date for receipt of proposals. An Offeror's failure to complete registration and be in good standing with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.48 False Statements

Offerors 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:
 - Falsify, conceal, or suppress a material fact by any scheme or device;
 - Make a false or fraudulent statement or representation of a material fact; or
 - 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.
- (c) 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 five (5) years or both.

1.49 Privacy Protection Policy

This Affidavit is not required at proposals submission time. However, it shall be completed, signed and returned by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed Contract award. A copy of this Affidavit is included as Attachment F of this RFP.

1.50 Hold Harmless and Indemnification of the State of Maryland

The Contractor shall indemnify and save harmless the Motor Vehicle Administration, its agents and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which the Motor Vehicle Administration may be subjected or put by reason of injury (including death) to persons or damage to property, resulting from Contractor's performance of work specified herein or performed under this contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, or be against, suffered or sustained by the Motor Vehicle Administration, its agents, and employees, or be against, suffered or sustained by other corporations and persons to whom the Motor Vehicle Administration, its agents and employees, may become liable therefore,

except that Contractor shall not indemnify and save harmless the MVA, its agents, and employees, against and from all suits actions claims demands, damages, losses, expenses and/or cost arising from or due to the negligence of the MVA or its agents and employees. The whole, or so much of the moneys due, or to become due the Contractor, under the contract, as may be considered necessary by the MVA Administrator, may be retained by the Motor Vehicle Administration until such suits, claims for damages shall have been settled, or otherwise disposed of and satisfactory evidence to the effect furnished to the MVA Administrator.

1.51 Bond Requirements

- 1.51.1 The successful offeror shall be required to furnish, at the time of award of the Contract, a Performance Bond for twenty-five percent (25%) of the total amount of the Contract, and a Payment Bond for thirty percent (30%) of the Performance Bond amount.
- 1.51.2 Acceptable security for performance and payment bonds shall be in a form satisfactory to the State, underwritten by a Surety Company authorized to do business in the State of Maryland.
- 1.51.3 **NOTE:** The cost of the performance and payment bonds and/or other suitable security must not be proposed by the offeror and will not be recoverable by any offeror as a separate cost item(s).

1.52 Surety Bond Assistance Program

Assistance in obtaining performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance, or payment bonds up to \$750,000. MSBDFA may also guaranty up to 90% of a surety's losses as a result of a contractor's breach of contract; MSBDFA exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually; have its principal place of business in Maryland or be a Maryland resident; must not subcontract more than 75 percent of the work; and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. 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 Street, 22nd Floor
Baltimore, MD 21202

1.53 Good Faith in Dealing with the State; Responsibility

- 1.53.1 Offerors agree to deal in good faith with the State in all matters. Dealing in good faith with the State includes (but is not limited to):
- a. attempting to resolve disputes amicably and promptly;
 - b. not misleading the Procurement Officer or other State employee(s);
 - c. not making representations which are untrue, and not making promises which are not kept; and
 - d. not filing claims or protests which are frivolous or clearly without foundation.
- 1.53.2 In determining a offeror's responsibility, the Procurement Officer will consider whether the offeror; unreasonably fails to supply requested information (per COMAR 21.06.01); or indicates for any other reason that the offeror does not have the capability in all respects to perform fully the contract requirements; or indicates insufficient integrity and reliability to assure good faith performance.

1.54 Best and Final Offers

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial proposal by submitting best and final offers. The Procurement Officer shall notify each qualified offeror of the scope of the requested best and final offer. The Procurement Officer shall establish a date and time for the submission of best and final offers and discussions if the agency head or designee makes a written determination that it is in the State's best interest to do so. If more than one submission of best and final offers is requested, an offeror's immediate previous offer shall be construed as its best and final offer. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process.

1.55 Protest

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

1.56 Debriefings

- 1.56.1 Unsuccessful offerors shall be debriefed upon written request submitted to the MVA within a reasonable time. Debriefing shall be provided at the earliest feasible time prior to contract award.

1.56.2 Debriefing shall:

- a. Be limited to discussion of the unsuccessful offeror's qualifications and proposal and may not include specific discussion of a competing offeror's qualifications or proposal;
- b. Be factual and consistent with the evaluation of the unsuccessful offeror's qualifications and proposal; and
- c. Provide information on areas in which the unsuccessful offeror's proposal was deemed weak or deficient.

1.56.3 Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual members of the Evaluation Committee(s) but may include a summary of the rationale for the selection decision and recommended contract award.

1.56.4 A summary of the debriefing shall be made part of the contract file.

The remainder of this page is intentionally left blank

SECTION 2 – SCOPE OF WORK AND OFFEROR’S QUALIFICATIONS

2.1 Purpose

The MVA needs to market and communicate effectively all of its alternative methods of delivering services. In addition, curbing aggressive driving has become the top priority for motorists in the National Capital area and on the highways throughout Maryland. The Smooth Operator campaign realizes the effort may take several years to actually curb aggressive driving. However, in the first two years of the campaign, motorists have reported improvement in their driving behavior from 4% the first year to 13% the second year. The MVA seeks a consultant to continue to provide the mechanisms needed to accomplish these goals.

2.2 Background

2.2.1 The Maryland Motor Vehicle Administration (MVA), of the Maryland Department of Transportation provides a wide variety of services to the people and motorists of Maryland through a network of offices and alternative delivery systems throughout the State. These services include:

- A. testing and licensing drivers, including those who operate commercial vehicles and motorcycles;
- B. registering and titling vehicles;
- C. testing vehicles’ emissions to reduce air pollution;
- D. licensing and regulating motor vehicle dealers;
- E. promoting the safety of all drivers, including the elderly, the rookie, aggressive drivers and the motorcyclist;
- F. assisting Maryland citizens to register to vote;
- G. enforcing Maryland’s mandatory vehicle insurance laws.

2.2.2 The MVA interacts with more citizens in Maryland than any other State agency. The way the agency communicates to its customers impacts the driving capabilities of every Marylander, and the opportunity to promote safety on the roadways is employed at every opportunity. Efforts to improve MVA communications have been succeeding. The MVA has won seven regional, one national and four international awards since 1999 for its communication efforts. The use of a marketing firm to provide professional, well-designed products has enabled the MVA to begin meeting the goals of clear, easy to understand information, and conveying effective safety messages. However, as the MVA continues to add more alternatives to the traditional ways it serves its customers, it is crucial to have the marketing expertise of a consulting agency to fulfill the public communication mandate of the agency.

2.2.3 Additionally, the Maryland Motor Vehicle Administration is the lead agency on the public awareness effort to curb aggressive driving. The Smooth Operator Program is a multi-jurisdictional and multi-agency effort. Funds from Maryland, the District of Columbia, Virginia and the Federal Motor Carrier Agency are spent cooperatively under the Maryland Motor Vehicle Administration’s guidance to enhance the law enforcement efforts against aggressive driving throughout Maryland and the Capital Beltway area. The public awareness effort began in 2000 and currently reaches an awareness level of 75% of its audience.

2.3 Goals and Objectives

The professional assistance sought by the MVA to accomplish its public information communication goals will include, but not be limited to:

- 2.3.1 Assistance in the graphic design, messages and image the MVA is establishing with the public, including collateral materials, website and campaign components;
- 2.3.2 Identification and development of the mechanisms available to the MVA to convey its messages, publicize its services, and educate the public on alternative delivery of motor vehicle related services;
- 2.3.3 Assistance with the marketing of alternative service delivery systems and identification of how they affect different segments of the driving population;
- 2.3.4 Assistance with the design and lay-out of the employee newsletter, *The Vehicle*;
- 2.3.5 Analysis of the effectiveness of MVA marketing and public awareness efforts; and, possibly,
- 2.3.6 Assistance with various printing requests on an as-needed basis. For the Smooth Operator Campaign, additional services will include, but not necessarily be limited to:
 - 2.3.6.1 Assistance in the graphic design, content and image the Smooth Operator Program establishes for each yearly campaign;
 - 2.3.6.2 Guidance and assistance in the media relations efforts of each Smooth Operator campaign;
 - 2.3.6.3 Consulting and purchasing of the best media advertising space and broadcast air time to achieve maximum awareness amongst the Smooth Operator campaign's target audience;
 - 2.3.6.4 Production of any collateral materials for the yearly campaign, including posters, brochures, other giveaways, displays or website development;
 - 2.3.6.5 Conduct of research to establish the success of each Smooth Operator campaign; and
 - 2.3.6.6 Organization and implementation of a yearly symposium on aggressive driving, with an awards recognition event for law enforcement agencies according to the direction of the Smooth Operator Aggressive Driving Committee.

2.4 General Statement

- 2.4.1 The objective of this RFP is to provide professional communications firms with a sufficient delineation of the procurement and contract requirements so as to facilitate preparation of meaningful proposals.
- 2.4.2 It is estimated that MVA will expend approximately \$6,500,000 over the five-(5) year contract duration for media placement of advertising/public information and for the

consultant services described herein. That expenditure represents the total value of the contract within the parameters of this RFP.

- 2.4.3 This procurement is being conducted pursuant to State Procurement Regulations, COMAR 21.05.03, Procurement by Competitive Sealed Proposals. Proposals received will not be opened and read publicly but will be opened in the presence of at least two State employees.
- 2.4.4 This RFP contains instructions governing the content of the proposals and the format in which they are to be submitted. It does not attempt to define all of the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the offeror to be demonstrated in the areas of expertise necessary to the contract.

2.5 Offeror's Minimum Qualifications

- 2.5.1 **Billings:** Offeror must be able to show total billings in 2006 of at least \$1,000,000.00 and to show that they have overseen/managed projects or subcontracted work totaling at least \$1,000,000.00 in 2006.
- 2.5.2 **Full Service Capabilities:** Offeror must be a professional marketing and communications firm with the demonstrated ability to provide and/or procure advertising, public relations, research, account team and creative services; graphic and design services; and collateral literature production services.
- 2.5.3 **Experience:** Offeror must be able to show five (5) years experience in marketing or communicating about a consumer product or service. Principal officers of the firm must have had at least five (5) years previous experience in Customer Communication, advertising, publication and graphic design.

2.6 Statement of Work

The Contractor (Consultant) shall provide the following specified services to the MVA:

- 2.6.1 **Purpose:** The Motor Vehicle Administration seeks a consultant to provide a comprehensive, coordinated marketing strategy and all services normally associated with marketing and communications support for the MVA's programs and services.
- 2.6.2 **Services:** The selected agency shall have the capability to provide all services necessary to satisfy the purposes of this RFP, including, but not limited to, the following:
 - 2.6.2.1 **Basic Research:** The consultant and/or its subcontractor(s) must periodically report upon the current demographics and characteristics of target audiences for various MVA programs and products such as the Smooth Operator Program.
 - 2.6.2.2 **Strategic Planning:** The consultant and/or its subcontractor(s) must develop an analysis and conduct market research of consumer attitudes towards Maryland's laws

governing driver licensing and vehicle titling, and the MVA's programs and services. This analysis and market research must include, but is not limited to, appropriate focus groups and other research techniques. The consultant must develop a comprehensive strategic plan to ensure that the audience is reached with the message in the most cost effective manner and that all marketing efforts and public relations campaigns within the MVA are coordinated.

2.6.2.3 **Market Research**: The consultant will be responsible for pre-and post-testing of advertisements and other materials, focus groups, stewardship reports and market research studies.

2.6.2.4 **Creative Efforts**: The consultant must undertake creative efforts, which include, but are not limited to: designing publications; writing copy; developing marketing and communications concepts; designing/updating MVA's websites; designing logos; developing slogans or themes; developing specialty items; developing promotional campaigns; developing brochures and other publications; providing illustrations; and developing original art work. This includes concept development, from rough layout and story boards to final production.

2.6.2.5 **Production of Mechanicals**: The consultant will be responsible for production of mechanicals, including, but not limited to: design, photography, audio-visuals, finished art work, graphics, desk-top publishing and camera-ready mechanicals;

2.6.2.6 **Public Relations Services**: These services include, but are not limited to: writing services, including news releases, promotional brochures and press kits; planning and implementing public relations campaigns and strategies including, but not limited to, special events and community-based activities; creative design, layout, and writing of newsletters; developing and producing audio-visual presentations including slide shows and videos; and planning and developing exhibits and displays for conferences and trade shows.

2.6.2.7 **Media Placement**: The consultant must have the capability either directly or indirectly to select and purchase local, regional and/or national media, as needed.

2.6.3 **Utilization of Services**: When employed, such services may be utilized in, but not limited to, the following:

- a. Purchasing advertising space and air time
- b. Production of brochures and other promotional literature;
- c. Direct mail advertising;
- d. Promotional materials and items;
- e. Posters and point of purchase displays;
- f. Audio-visual presentations
- g. Multi-media presentations;
- h. Interactive video;
- i. Telecommunication services;

- j. Telemarketing;
- k. News releases;
- l. Press kits;
- m. Special events;
- n. Publications;
- o. Conferences and trade events;
- p. Community-based meetings and public hearings;
- q. Exhibit design and fabrication;
- r. Collateral products such as brochures, book covers, bookmarks, resource cards and booklets, promotional stickers, pins, buttons, pencils and other promotional items;
- s. Ad slicks which may be used for reproduction in various print media;
- t. Production of materials to promote MVA's various electronic services, i.e.: self service terminals, website, interactive voice response system;

- 2.6.4 **Budget Status Reports and Stewardship Reports:** The consultant shall provide weekly financial and project status reports to the MVA Project Manager and monthly financial reports regarding each program account within 15 days of the close of the month. All reports shall be based on the State's fiscal year (July 1-June 30). These reports shall include, but may not be limited to, description and status of projects, monthly accounting for amount committed, amount spent, remaining balance, minority utilization and summaries of uncommitted balances under the contract. Problems, irregularities and late payments by either consultants or subcontractors or media shall be noted. The reports shall identify all projects. The consultant shall also provide quarterly and annual reports which summarize the monthly reports. Report formats shall be designed by both the MVA and the Consultant.

The consultant shall also provide, at the direction of the MVA Project Manager, stewardship reports which describe the efforts expended and results achieved for each program account.

- 2.6.5 **Account Team:** The selected agency shall assign a senior account supervisor to the MVA account. This individual will be responsible for the coordination of the overall MVA account. Additionally, account executives will be identified and assigned as needed for primary responsibility in specific areas, such as public relations.

The MVA expects that personnel assigned to its account team will be permanent and serve diligently throughout the term of the contract. The MVA shall have the right to require the Agency to immediately remove from the MVA account any employee(s) and/or agent(s) of the consultant deemed incompetent or inefficient, as determined by the Procurement Officer, or designee. The Procurement Officer or designee will verbally notify the Agency's representative to remove said employee(s) and/or agent(s) followed by a written notification with **just** cause of removal within seven (7) working days to the Agency. The Agency shall replace said employee(s) and/or agent(s) to the satisfaction of the Procurement Officer or designee within a mutually agreeable time frame.

The senior account supervisor shall be available to meet with the MVA's Project Manager and appropriate staff on a regular basis, but not less than on a weekly basis, to review the progress made on the projects being undertaken.

2.7 Insurance Requirements

- 2.7.1 The Contractor shall procure and pay for insurance specified herein, issued by companies acceptable to the MVA and authorized to do business in the State of Maryland. The Contractor shall maintain the following insurance program throughout the term of this contract.
- A. Worker's Compensation and Employer's Liability. Limits-Coverage A, Statutory and Coverage B to a minimum limit of \$500,000.
 - B. Comprehensive General Liability, including Advertisers' Liability, with a combined Single limit of \$1,000,000 per occurrence.
 - C. Automobile Liability Insurance with a combined single limit of \$1,000,000.
- 2.7.2 The Contractor shall deliver to the MVA upon execution of this contract accurate and true Certificates of Insurance which show that the above coverage has been procured, that the MVA has been named as an additional insured under the insurance provided for in 2.7.1.B and 2.7.1.C above and that the policies will not be canceled, terminated or modified without 60 days prior written notice to the MVA. In the event the state receives a notice of non-renewal, the Contractor must provide the MVA with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. The Certificate of Insurance is acceptable in lieu of true copies of the policies if all policy exclusions are noted on the Certificate or through attachment to the Certificate by the policy writer.

2.8 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 Living Wage requirement is contained in this solicitation (see Attachment K entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.50 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 this solicitation has been deemed to be a Tier 1 contract.

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in separate volumes:

- Volume I – TECHNICAL PROPOSAL
- Volume II – PRICE PROPOSAL

Volume I – Technical Proposal shall be sealed separately from Volume II – Price Proposal, but submitted simultaneously to the Procurement Officer at the address listed in the Key Information Summary on Page ii of the RFP. A bounded original, so identified, and six bounded copies of each volume are to be submitted. All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

3.2 General

Offerors should clearly respond to the requirements of this RFP and fully describe their plans for treating each criterion in the Scope of Services. Emphasis will be placed on completeness of the response and clarity of content.

Offerors must follow the format specified in the remainder of this Section. The offeror’s failure to respond in the format requested will be reflected in the MVA evaluation of the offeror’s proposal.

3.3 Format of Proposals

Offerors shall respond to this RFP in accordance with the following format so as to ensure the submission of information essential to comprehensive evaluation of the proposals. The content may be expanded, but the format must be adhered to.

The proposals shall contain those items outlined below, be on white paper 8 1/2" x 11" in size and tabbed to separate sections with the Technical Proposal bound separately from the Price Proposal.

The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror’s Technical Proposal should be organized and numbered in the same order as provided in this RFP. This proposal organization will allow MVA officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by paragraph number.

The Technical Proposal shall include the following sections in this order:

- 3.3.1 **TECHNICAL PROPOSAL** (bounded original and six (6) bounded copies submitted together in a separate, sealed envelope labeled with **Offeror's name and Address, Request**

for Proposal No.V-HQ-08007-S and the words **“Volume I - Technical Proposal.”** on the outside of the envelope.)

3.3.1.1 Transmittal letter (2 page maximum): A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The letter must be signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and does not need to be bound with the Technical Proposal. This letter must also contain:

- a. A statement that the Consultant has accepted, agreed to, and will comply with the "General Conditions for Service Contracts" (see Attachment J).
- b. A statement that the firm understands that by submitting a response to this solicitation, it 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 so in arrears during the term of the contract if selected for contract award.
- c. A statement that the proposal is valid for a minimum of 180 days from date of submission.

3.3.1.2 Title Page: The Technical Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP.

Note: *Information that is claimed to be confidential is to be placed after the Title page and before the Table of Contents in the Offeror’s Technical Proposal. An explanation for each claim of confidentiality shall be included.*

3.3.1.3 Table of Contents: A table of contents shall follow the title page for the Technical Proposal.

3.3.1.4 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled “Executive Summary.” The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state.

3.3.1.5 Background/Description of Agency: this section shall include:

- a. A statement describing the offeror's marketing/communications experience and capabilities (three pages maximum); (See RFP Section 2.5.2 and 2.5.3)

- b. Offeror's interpretation of the needs and goals of the MVA;
- c. Provide evidence the Offeror meets the Minimum Qualifications specified in RFP Sections 2.5.2 (Full Service Capabilities) and 2.5.3 (Experience).
- d. A description of consultant's approach and methodology to accomplish objectives of the contract;
- e. Discussion of consultant's familiarity and experience with public sector and government services.
- f. This section shall be no longer than 10 pages.

3.3.1.6 Past State Contract Experience: As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract, the Offeror is to provide:

- a. The State contracting entity
- b. A brief description of the services/goods provided
- c. The dollar value of the contract
- d. The term of the contract
- e. The State employee contact person (name, title, telephone number and if possible e-mail address)
- f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

3.3.1.7 Completed Technical Questionnaire: Fully complete the questionnaire entitled "Technical Questionnaire" at the end of this section.

3.3.1.8 Key Personnel: This section shall include a resume or professional biography of each individual who will be assigned to this contract. The offeror shall identify the senior account supervisor and /or the Project Manager who will be responsible for coordinating the work of the contract. The offeror shall further identify each additional, principal individual assigned to the account team who will be contributing significant effort, and the work function area in which he/she specializes and will be invoiced from (See RFP Section 2.5.3). In sum, it must be clear as to what components and tasks of the project each individual will be responsible for. (Resumes shall be limited to no more than two (2) pages per person).

3.3.1.9 MBE Utilization Plan: This section shall include the information required by Section 1.29 and Attachment B of this RFP.

3.3.1.10 **Samples:**

- a. Enclose relevant samples of representative work performed for clients. Work shall not be returned to the offeror unless specifically requested in writing.
- b. Enclose evidence the Offeror meets the Minimum Qualifications specified in RFP Sections 2.5.1 (Billings).

3.3.1.11 **Financial condition:** The offeror shall provide evidence of the firm's financial **condition** sufficient to demonstrate its ability to perform all the requirements of this RFP such as:

- a. Copies of the last two (2) year end audited financial statements or best available equivalent report and an analysis of those financial statements/reports.
- b. Abbreviated profit and loss statements and abbreviated balance sheets for the last two years.
- c. A least one (1) bank or other financial institution credit (Line(s) of credit) and financial reference.
- d. Dunn and Bradstreet rating.
- e. Successful financial track record and adequate working capital.

3.3.1.12 **Completed Bid/Proposal Affidavit:** (Attachment D).

3.3.1.13 **Completed Living Wage Affidavit of Agreement:** (Attachment K).

3.3.2 **PRICE PROPOSAL** (bounded original and six (6) bounded copies submitted together in a separate, sealed envelope labeled with **Offeror's name and Address, Request for Proposal No.V-HQ-08007-S** and the words "**Volume II - Price Proposal.**" on the outside of the envelope.)

The marketing/communications firm shall provide a composite hourly rate for each work function, and a contractor commission rate to be charged to the MVA for media placements. Offeror cannot quote a "0" zero commission. It must propose a media commission and it can be different than the industry standard. The Price Proposal shall contain the following information.

3.3.2.1 **Title Page:** The Price Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP.

Note: *Information that is claimed to be confidential is to be clearly identified in the Offeror's Price Proposal. An explanation for each claim of confidentiality shall be included.*

3.3.2.2 **Completed Price Proposal Worksheet Form:** (complete Attachment C)

3.3.2.3 **An insurance certificate** evidencing the coverage required per Section 2.7 of this RFP.

3.3.2.4 **NOTE:** The provided number of hours represented on the Price Proposal Worksheet Form are an annual estimate for evaluation purposes only. The MVA does not guarantee any minimum or maximum number of billable hours. The composite hourly rates quoted by the offeror on the Price Proposal Worksheet Form are the rates that shall be used when invoicing for services delivered.

All offerors must present pricing in the format provided. Do not alter or change any wording on the Price Proposal Worksheet. No additions, conditions or amendments to the Price Proposal Worksheet are permitted. However, wherever possible, concise back-up or explanatory material may be submitted as clarification of cost/price proposed.

Price Proposals shall be typewritten or written legibly in ink. All erasures shall be initialed in ink by the signer. Price Proposal shall be signed in ink.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**MARKETING, CONSULTING SERVICES
TECHNICAL QUESTIONNAIRE
REQUEST FOR PROPOSAL NO. V-HQ-03034-S**

1. Company Name _____
Address _____

Total Number of Employees: _____

2. Head Office _____
Branches _____

3. Ownership
__Public Company __Limited Partnership __Private Company
__Other, please specify _____

4. Names and Titles of Principal Shareholders/Partners

5. Principal Client List

	Client	Year Acquired	Contact Person & Telephone No.	May We Contact
1.				
2.				
3.				
4.				
5.				
6.				

7.				
----	--	--	--	--

6. Specific Number of Clients in each category

_____ Under \$25,000/Yr _____ \$25,000-\$50,000/Yr
 _____ \$50,000-\$100,000/Yr _____ \$100,000-\$250,000/Yr
 _____ \$250,000-\$500,000/Yr _____ Over \$500,000/Yr

7. List of clients gained over the past 24 months

8. List of clients lost over past 24 months and reasons for loss

_____ :

_____ :

_____ :

_____ :

9. Approximate Company Billings –

This year (estimated)\$_____, Last year \$_____

10. Approximate total of projects overseen or subcontracted work --

This year (estimated) \$_____, Last year \$_____

11. What percentage of your billings are:

Consumer services _____ %
 Industrial products _____ %
 Commercial products _____ %

Service organizations	_____	%
Government/public sector	_____	%
Transportation goods or services	_____	%
Other	_____	%

12. How do your billings break down?

Creative efforts	_____	%
Public Relations	_____	%
Production (Printing, Video/Audio taping, etc.)	_____	%
Sales promotion	_____	%
Media Purchases	_____	%
Others (specify)	_____	%

13. (a.) What percentage of your billings represent profit work? _____%.

(b.) What percentage of your billings represent nonprofit work? _____%.

14. Number of people by department:

	<u>Head Office</u>	<u>Branch</u>	<u>Branch</u>	<u>Branch</u>
Account Management	_____	_____	_____	_____
Creative - Copy	_____	_____	_____	_____
Creative- Art	_____	_____	_____	_____
Production	_____	_____	_____	_____
Research and Planning	_____	_____	_____	_____
Billing and Checking	_____	_____	_____	_____

15. Do you subcontract any of the above duties? Yes _____ No _____

If yes, please specify which ones and who undertakes this work.

16. Comment on the procedures that your agency uses to evaluate the quality of your work and its effectiveness.

17. Please indicate to us why you are interested in acquiring this account.

18. How would you characterize the Maryland Department of Transportation, Motor Vehicle Administration?

-
19. Give an example of marketing research that your company has directed and how that was translated into a successful marketing campaign.

20. Discuss strategies that you would suggest to curb aggressive driving.

21. Discuss strategies your firm would implement to decrease walk-in traffic and promote the MVA electronic services it offers to the public?

22. What do you consider the most notable marketing/communications success your agency has experienced in the past three years which you consider to have the greatest relevance to the MVA?

-
23. If your firm is selected, how would your agency implement the Minority Business Enterprise participation in this contract in conformance with Section 1.29 of the RFP?

DATE this questionnaire completed: _____

BY: _____
NAME (PRINTED OR TYPED)

TITLE

SIGNATURE

The remainder of this page is intentionally left blank

SECTION 4 - DOCUMENTS AND FORMS REQUIRED FOR A COMPLETE PROPOSAL

4.1 General

This section specifies documents and forms that must be included in the Technical and Financial Proposals.

All portions of this RFP are considered to be part of the contract and can be incorporated by reference. Review the Sample Contract (Attachment A) in Section 6 for additional requirements that will become part of the future contract arrangement.

4.2 Proposal Content

The proposal must contain the following in order to be considered complete:

- 4.2.1 A letter of transmittal signed by an officer authorized to make a binding commitment for the firm(s) submitting the proposal.
- 4.2.2 A fully executed Bid/Proposal Affidavit (see Attachment D).
- 4.2.3 A fully executed Living Wage Affidavit of Agreement (see Attachment K)
- 4.2.4 Completed Minority Business Enterprise (MBE) Utilization and Fair Solicitation Affidavit (See Attachment B).
- 4.2.5 A Technical Proposal as specified in Section 3.3.1.
- 4.2.6 A Price Proposal in accordance with Section 3.3.2.
- 4.2.7 A copy of an Insurance Certificate noting coverage to the limits required in Section 2.7.
- 4.2.8 Document(s) providing evidence of firm's financial sufficiency as required in Section 3.3.1.11.

The remainder of this page is intentionally left blank

SECTION 5 - FACTORS FOR EVALUATION

5.1 Proposal Conformance

The technical and price proposals will be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm will be based upon evaluation of both Technical and Price Proposals (including oral presentations) with technical factors having a greater weight than financial factors in the overall award determination.

5.2 Evaluation Committee

The Procurement Officer shall appoint an Evaluation Committee (Committee) to evaluate all proposals and recommend a qualified firm for selection based on the factors specified below in accordance with State Procurement Regulations. The evaluation committee shall make a recommendation of award to the Procurement Officer.

5.3 Evaluation Process

5.3.1 Proposals submitted shall be held in a secure place until the established due date. Proposals will not be opened publicly but will be opened in the presence of at least two State employees. A Register of Proposals shall be prepared which identifies each offeror who has submitted a timely proposal. The Register of Proposals shall be open to public inspection only after the Procurement Officer has made a recommendation for award of the contract. Proposals shall be shown only to the State employees having a legitimate interest in them. Proposals shall also be open to public inspection only after award of the contract, to the extent permitted by the Maryland Public Information Act, Maryland State Government Article, Sections 10-611 to 10-628.

All proposals shall be initially reviewed by the MVA Procurement Officer.

5.3.2 After the written technical proposals have been reviewed, the Committee may choose to have discussion/oral presentations with selected offerors. The oral presentation may not exceed a total of ninety minutes (e.g., forty-five [45] minutes for a presentation by the offeror and forty-five [45] minutes for questions from the Committee). The discussion/oral presentations will be scheduled at the convenience of the State. Committee evaluation of oral presentations will become part of the overall technical evaluation of each offeror's proposal.

5.3.3 Discussions/oral presentations shall be made at MVA Headquarters in Glen Burnie, unless the Procurement Officer designates another location. If discussions are held, they will be held with all offerors whose proposals have been deemed reasonably susceptible of being selected for award. **Note:** At any time during the proposal evaluation process, an offeror's proposal may be determined to be not reasonably susceptible of being selected for award.

- 5.3.4 Only those technical proposals deemed reasonably susceptible of being selected for an award and whose offeror is judged to be "responsible" shall be considered for award. The Code of Maryland Regulations (COMAR) Title 21 defines a "responsible" offeror as one "... who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which shall assure good faith performance." Failure to comply with any requirement may result in an offeror's proposals being deemed not reasonably susceptible of being selected for award. Each offeror must assume full responsibility for meeting the requirements of the RFP.
- 5.3.5 Separately, and after completion of the Technical Evaluation, the Procurement Officer will provide the Technical Evaluation Committee with the results of the financial evaluation of each qualifying proposal. The Procurement Officer may solicit MVA employee assistance as needed in conducting the financial evaluation; however, such assistance cannot include any member of the Technical Evaluation Committee.
- 5.3.6 The Committee shall rank the offerors by the combination of their Technical and Price Proposal evaluations. **In determining the final ranking of proposals, technical merit will have a greater weight than the proposed cost.** The Committee will then make a recommendation for the award of the contract to the responsible offeror whose proposal is determined to be the most advantageous to the State, considering both the technical and financial factors set forth in this RFP.

5.4 Technical Evaluation Criteria

- 5.4.1 The Evaluation Committee members will independently review and rank all offerors' Technical Proposals based on the following criteria. The criteria are listed in their decreasing relative order of importance:
- A. Agency's marketing/communications experience and capabilities to include familiarity with government/public sector and transportation services.
 - B. Quality and relevance of experience of key personnel to be assigned to this contract, and their demonstrated account management ability.
 - C. Creative ability, sensitivity to public relations, appropriateness of consultant's proposed approach to accomplish objectives of the contract.
 - D. Understanding of MVA's needs, goals and market position.
- 5.4.2 **NOTE:** Offeror adherence to proper proposal formats as presented and required in this RFP shall be a part of the MVA's evaluation and ranking of proposals.

5.5 Reciprocal Preference

A Maryland resident business that is a responsible offeror under this procurement will be given a resident preference in the event that a responsible offeror whose principal office or principal base of operations is in another state has submitted the most advantageous

offer to this procurement and the other state gives a preference to its residents through law, policy, or practice. Preferences can include any law, policy, or practice that favors a resident over a nonresident.

The preference given to a Maryland resident business offeror shall be identical to the preference that the other state, through law, policy or practice, gives to its residents. The preference will not be given, however, if it conflicts with any federal law or grant affecting the procurement.

The remainder of this page is intentionally left blank

6.1 DESCRIPTION OF ATTACHMENTS

ATTACHMENT A – Sample Contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it shall be completed, signed and returned by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed Contract award.

ATTACHMENT B – MBE Forms and Instructions. The Certified MBE Utilization and Fair Solicitation Affidavit (Attachment B-1) and MBE Participation Schedule (Attachment B-2) shall be completed and submitted with the Offeror's technical proposal. The Outreach Efforts Compliance Statement (Attachment B-3) and Subcontractor Project Participation Statement (Attachment B-4) shall be submitted as described in the attachment.

ATTACHMENT C – Price Proposal Worksheet Form. The Price Proposal Worksheet Form shall be completed and submitted as the Price Proposal.

ATTACHMENT D – Bid/Proposal Affidavit. This affidavit shall be completed and submitted with the Offeror's technical proposal.

ATTACHMENT E – Contract Affidavit. This Affidavit is not required at proposal submission time. It shall be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.

ATTACHMENT F – Privacy Protection Policy. This Affidavit is not required at proposals submission time. However, it shall be completed, signed and returned by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed Contract award.

ATTACHMENT G – Electronic Funds Transfer (EFT) Registration Request Form. This form is not required at proposals submission time. This is a request for Contractor to be paid by electronic funds transfer. The successful offeror will complete and submit this form to the Comptroller's Office.

ATTACHMENT H – Procurement Officer's Checklist. It is provided with the RFP for informational purposes and is not required at proposal submission time.

ATTACHMENT I – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP Section 1.5 by those potential Offerors who plan on attending the conference.

ATTACHMENT J – MDOT General Conditions for Service Contracts. Any contract entered into shall also contain the MDOT General Conditions for Service Contracts.

ATTACHMENT K – Maryland Living Wage Requirements for Service Contracts. The **Affidavit of Agreement** shall be completed and submitted with the Offeror's technical proposal.

The remainder of this page is intentionally left blank

ATTACHMENT A

SAMPLE CONTRACT

ATTACHMENT A – SAMPLE CONTRACT

**CONTRACT NO. V-HQ-03034-S
BETWEEN
MOTOR VEHICLE ADMINISTRATION
AND**

THIS CONTRACT, made this ____ day of _____, by and between MOTOR VEHICLE ADMINISTRATION, a Unit of the State of Maryland Department of Transportation, hereinafter referred to as "MVA", and _____, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the MVA is responsible for providing secure licensing systems for drivers and vehicles, inter and intra-state multi-jurisdictional programs and the planning of innovative Statewide customer service programs to the citizens of the State of Maryland; and,

WHEREAS, as part of its responsibility, the MVA desires to inform and educate the public, to develop an understanding and compliance with State laws, as well as full utilization of MVA services; and

WHEREAS, the MVA does not have the internal resources to fulfill its public information goals and requires the assistance of a qualified marketing and communications company and;

WHEREAS, the Contractor is qualified and willing to provide assistance to the MVA in accordance with the terms and conditions herein stated.

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

ARTICLE 1 GENERAL

1.01 Definitions

The following Definitions of Terms apply to this contract:

1. "BPW means the Board of Public Works.
2. "Contractor" means the firm of _____.
3. "Fiscal Year" means the period beginning July 1 and ending June 30.
4. "MDOT" means the Maryland Department of Transportation.
5. "Department" means the Maryland Department of Transportation.
6. "MVA" means the Motor Vehicle Administration.
7. "Procurement Officer" means any person authorized by a procurement agency in accordance with laws or regulations to formulate, enter into, or administer contracts or make written determinations and findings with respect to them. The term also includes an authorized representative acting within the limits of authority.
8. "Project" means the Marketing, Consulting Services Contract.
9. "Services" means all of the work required to be performed, directly or through others, by the Contractor under this Contract.

1.02 Authorities and Responsibilities

1. The Contractor shall perform or cause the services to be performed in accordance with the terms, conditions and covenants set forth in this Contract.
2. Subject to the authority of the BPW and the Secretary, MDOT, the MVA Administrator, or his designee, is responsible for overall management and policy direction of this Contract. The MVA shall designate an MVA Representative with responsibility to monitor and assist in the resolution of problems and to provide coordination with services being provided by others. After Notice to Proceed is issued to the Contractor, all routine liaison with the MVA such as reviews, official transactions, processing and approvals, shall be through the MVA Representative.
3. The MVA will furnish to the Contractor all pertinent information which is available to the MVA and which the Contractor may require in performance of the Services.

1.03 Access to the Work

The MVA, the MDOT, and the BPW, through their respective authorized representatives, shall at all times have full access to the work being performed by or under the responsibility of the Contractor.

1.04 Subcontractors

1. The Contractor shall not subcontract any of the Services, including subcontracts of any tier, without the prior written approval of the MVA Project Manager.
2. The Contractor shall comply with all applicable laws, regulations, and procedures of the MVA, and the MDOT, in the procurement of all subcontractors, and the approval of a subcontract by the MVA shall not operate as a waiver of this requirement or an acknowledgement that it has been satisfied.
3. With respect to the performance of work by subcontractors and suppliers working for the Contractor, the Contractor shall use its recognized professional judgment, care, and prudence in accepting such work.

1.05 Contractor Personnel

1. The Contractor represents that it has, or will secure, all personnel, subcontractors, and experts required in performing the Services.
2. The Contractor shall submit to the MVA the name, classification, hourly rate and descriptive employment resume of each such individual proposed for assignment to the Project. Any modification to the originally proposed staff will require submission of the above required information and will be subject to MVA approval.

1.06 Minority Business Enterprise

In its performance under this contract, the Contractor shall cooperate with the MVA in meeting its commitments and goals regarding maximum utilization of Minority Business Enterprises (MBE). For the purposes of this contract, the Contractor is committed to utilizing MDOT-certified MBE for services comprising a minimum of 25% of the total contract amount.

1.07 Order of Precedence

In the event of a conflict between provisions of this contract, the following order of precedence shall prevail:

1. General Conditions for Service Contracts
2. Contract
3. Addenda, if any

END OF ARTICLE I

ARTICLE II TIME OF PERFORMANCE

- 2.01** The Contractor shall commence performance of the Services immediately upon receipt of the MVA's written Notice to Proceed (NTP).
- 2.02** The term of this contract is five (5) years from the effective date of Notice to Proceed with two one-year renewal options at the MVA's sole discretion as specified in Paragraph 2.04 below.
- 2.03** The Contractor shall carry out the public education program herein described in accordance with a schedule approved by the MVA. This contract is subject to termination for the convenience of the MVA at any time in accordance with Section 36B of the General Conditions. Considerations in the decision to terminate may include performance of the Contractor, public response to the program, perceived benefits of the program and budgetary restraints.
- 2.04** The renewal option, if exercised by the MVA, shall be in accordance with the following:
- Total payment shall not exceed the sum of \$6,500,000.00 during the five-year contract. This amount may be adjusted upward or downward based on the MVA's management of its fiscal affairs and in accordance with the appropriations it receives in its annual budget.
- Hourly rates and fees (if applicable) shall remain fixed throughout the term of the contract.
- The option may be exercised by written notification to the Contractor at any time prior to sixty (60) days before the completion of the five- (5) year term.

END OF ARTICLE II

ARTICLE III
SCOPE OF SERVICES

SEE SECTION 2 OF RFP DOCUMENT

ARTICLE IV COMPENSATION

4.01 The maximum compensation to be paid to the Contractor by MVA during the initial five-year term for the satisfactory completion of the services described in Article III (including the cost of MVA advertisements placed through the Contractor) shall not exceed \$6,500,000.00. No minimum amount of compensation is guaranteed to the Contractor.

The amount for each subsequent fiscal year shall be based on the amount allocated in the MVA's annual budget and may be adjusted based on MVA's management of its fiscal affairs.

4.02 Compensation set forth under Article 4.01 above shall be payable to the contractor according several pre-arranged and specific methodologies, such as milestones on a schedule of contractor deliverables; per item description/notation on submitted invoices, etc.

4.03 The Contractor shall submit a certified invoice monthly setting forth the amount to be paid and bearing the following statement:

"Certified just and correct and payment not received"

Invoices shall be prepared and signed by the Contractor and include the Contractor's Federal Employer Identification Number (FEIN). They shall be forwarded to the MVA for review and approval. Invoices shall indicate the nature of the services performed and shall be prepared in such form and detail as the MVA may require. They shall be supported by accurate copies of records, receipts and other evidence as may be required to establish that all charges are properly reimbursable. Affidavits of performance shall be submitted to the MVA where appropriate. Travel expenses shall be in accordance with State Travel Regulations.

END OF ARTICLE IV

ARTICLE V SPECIAL PROVISIONS

5.01 Right of Direct Media Placement:

MVA reserves the right to deal directly with advertising media for direct placement of advertising. The selected agency will NOT be entitled to commissions from advertising placed under these conditions.

5.02 Prime Contractor Responsibilities:

The Contractor shall assume sole responsibility for all work to be performed under any contract resulting from this RFP. MVA will consider the contractor to be the sole point of contact with regard to contractual matters.

5.03 Ownership of Materials:

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

5.04 MVA Approvals:

All art work, copy and media plans must be submitted to the MVA Project Manager for approval before they are finalized and before media purchases are made.

5.05 Responsibility of the Contractor and MVA:

The Contractor shall obtain releases, licenses, permits, or other authorization to use photographs, copyrighted materials, art work or other property, or rights belonging to third parties obtained by the Contractor for use in performing services for the MVA and the Contractor shall be responsible for any claims with respect to such use. The MVA shall be responsible for the accuracy, completeness and propriety of information concerning its services furnished to the Contractor in connection with the performance of services under this contract.

5.06 Misleading Advertising

Nothing herein contained shall be deemed to require the Contractor to undertake any campaign, prepare any advertising or communications materials, or cause publication of any advertisement or article, which, in the judgment of the Contractor, would be misleading,

indecent, libelous, unlawful, or otherwise prejudicial to MVA's interest or the Contractor's interest.

5.07 Cancellation of Plans

The MVA reserves the right to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such an event, the Contractor shall immediately take proper steps to carry out the MVA's instructions. The MVA agrees to reimburse the Contractor for any direct losses it may sustain and for any direct expenses incurred in connection with any modification, rejection or cancellation directed through the MVA.

5.08 Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing of the MVA.

5.09 Financial Records

The Contractor shall maintain books, records and other evidence pertaining to the services provided under this contract in accordance with generally accepted accounting principles. These records shall be made available to the State of Maryland, the MVA and any auditors acting on their behalf in a timely manner at all times during the term of this contract and for a period of three years thereafter.

5.10 Liability - Copyright

(This provision shall be in addition to and not in lieu of the indemnity provided under Section 24 of the General Conditions)

The Contractor shall hold and save harmless the State of Maryland, MVA, their offices, agents and employees from liability of any kind arising out of a claim or lawsuit for, or because of, the use of any copyrighted or uncopyrighted composition, trademark, service mark, secured process, patented invention, article, or appliance furnished or used in the performance of any contract resulting from the Request for Proposals for this contract. The Contractor agrees to assume the defense of any such suits and pay the cost and expense incidental thereto, subject to the right of the State to provide additional legal counsel at the State's own expense.

END OF ARTICLE V

ARTICLE VI INSURANCE

6.01 Insurance Program

1. The Contractor shall procure and pay for insurance specified herein, issued by companies acceptable to the MVA and authorized to do business in the State of Maryland. The Contractor shall maintain the following insurance program throughout the term of this contract.
 - A. Worker's Compensation and Employer's Liability. Limits-Coverage A, Statutory and Coverage B to a minimum limit of \$500,000.
 - B. Comprehensive General Liability, including Advertisers' Liability, with a combined Single limit of \$1,000,000 per occurrence.
 - C. Automobile Liability Insurance with a combined single limit of \$1,000,000.
2. The Contractor shall deliver to the MVA upon execution of this Contract accurate and true Certificates of Insurance which show that the above coverage has been procured, that the MVA has been named as an additional insured under the insurance provided for in 6.01, 1.B and 1.C and that the policies will not be canceled, terminated or modified without 60 days prior written notice to the MVA. In the event the state receives a notice of non-renewal, the Contractor must provide the MVA with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. The Certificate of Insurance is acceptable in lieu of true copies of the policies if all policy exclusions are noted on the Certificate or through attachment to the Certificate by the policy writer.

END OF ARTICLE VI

ARTICLE VII
GENERAL CONDITIONS

The Maryland Department of Transportation "General Conditions for Service Contracts" dated (revised August 2004) attached hereto as Exhibit "A", is incorporated herein and made part of this Contract.

END OF ARTICLE VII

ARTICLE VIII EXCLUSIVE AGREEMENT

This Contract is the exclusive statement of the agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards, written and oral, relating to its subject matter. The parties expressly acknowledge that this Contract is the product of mutual negotiations, and intend that neither party shall be construed to be the primary drafter thereof. No provisions of this Contract may be changed or modified except by an agreement in writing executed by both parties and approved by the MVA, MDOT, Department of Budget and Management, and the BPW, as applicable.

Headings, titles and paragraph captions are inserted in the Contract for convenience and are descriptive only, and shall not be deemed to add or detract from or otherwise modify the meaning of the paragraphs.

END OF ARTICLE VIII

ARTICLE IX
COMMERCIAL NONDISCRIMINATION CLAUSES

9.01 The contractor shall include the following Commercial Nondiscrimination clauses; or similar clauses (that must be approved by MVA), in all sub-contracts:

- A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

END OF ARTICLE IX

**ARTICLE X
EXECUTION**

It is agreed and understood by all parties hereto that the execution of this Contract and its effectiveness is contingent upon approval by the Secretary of MDOT and the BPW, and concurrence by MVA, as applicable. This Contract shall be considered to bind the parties in accordance with the Constitution and laws of the State of Maryland and Maryland Law shall apply with respect to any questions or disputes as to the validity or interpretation of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate.

WITNESS:

MOTOR VEHICLE ADMINISTRATION

BY: _____

BY: _____

TITLE: _____

DATE: _____

WITNESS:

CONTRACTOR

BY: _____

BY: _____

TITLE: _____

DATE: _____

Approved as to Form and Legal Sufficiency:

Assistant Attorney General

DATE: _____

BPW APPROVAL DATE: _____

BPW ITEM NO: _____

END OF ARTICLE IX

**ATTACHMENT B
B-1 THRU B-6**

**MINORITY BUSINESS ENTERPRISE
PARTICIPATION PACKAGE**

ATTACHMENT B – MINORITY BUSINESS ENTERPRISE PARTICIPATION PACKAGE

PURPOSE

COMAR 21.11.03 Provides maximum contracting opportunities be extended to certified minority business enterprises, and establishes.

The Consultant shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the Minority Business Enterprise (MBE) goal stated in the Request for Proposals (RFP). MBE performance shall be in accordance with this Exhibit, as authorized by Minority Business Enterprise Policies as set forth by 21.11.03 of the Code of Maryland Regulations (COMAR). Accordingly, the Consultant agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

To meet the goal using MBE subcontractors, all Prime Consultants shall:

- ☐ Identify work areas for subcontracting
- ☐ Solicit minority business enterprises through written notice or personal contact
- ☐ Help minority businesses meet bonding requirements or grant them a waiver of bonding requirements
- ☐ Identify their MBE subcontractors at the time they submit their bids or proposals

MBE GOALS



An MBE subcontract participation goal of 35% percent of the total Contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the Contract will be performed by certified minority business enterprises.

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

- ◆ A prime Consultant — including an MBE prime Consultant — shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors. (COMAR 21.11.03.09B(2))
- ◆ A prime Consultant comprising a joint venture that includes MBE partner(s) shall accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A Bidder or Offeror shall include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment B-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment B-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business

Enterprises at the time of submission. The bidder or Offeror shall specify the percentage of Contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

- a. **COMAR 21.11.03.09C(5) The failure of an offeror to complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the bid is not responsive.**
 - b. **COMAR 21.11.03.09C(6) The failure of an Offeror to complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the proposal is not susceptible of being selected for award.**
- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee shall provide the following documentation to the Procurement Officer.
- (1) Outreach Efforts Compliance Statement (Attachment B-3)
 - (2) Subcontractor Project Participation Statement (Attachment B-4)
 - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment B-1, it shall submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
 - (4) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

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

MBE REPORTING INSTRUCTIONS

Prime Consultant shall:

1. Submit by the 15th of each month to the mva a separate report (Attachment B-5) for each subcontractor. The report shall list:
 - a) all payments made to the MBE subcontractors during the previous 30 days
 - b) any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its written agreements with the MBE subcontractors as listed on the MBE Participation Schedule a requirement that those subcontractors submit monthly to the Department a report (Attachment B-6) that identifies the prime Contract. The B-6 report shall lists:
 - a) all payments received from the Prime Consultant during the previous 30 days; *and*
 - b) any outstanding invoices to include number and date, and the invoice amount.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records shall indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. **Subcontract agreements documenting the work performed by all MBE participants shall be retained by the Consultant and furnished to the Procurement Officer on request.**
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. **Consultant shall retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.**
5. At the option of the Procurement Agency, upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Additional Attachments

- | | |
|-----|--|
| B-1 | <u>Certified MBE Utilization and Fair Solicitation Affidavit</u> (shall be submitted with bid or offer) |
| B-2 | <u>MBE Participation Schedule</u> (shall be submitted with bid or offer) |
| B-3 | <u>Outreach Efforts Compliance Statement</u> (shall be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier) |

- B-4 Subcontractor Project Participation Statement (shall be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- B-5 Prime Consultant Paid/Unpaid MBE Invoice Report (shall be submitted monthly by the Prime Consultant)
- B-6 Subcontractor Paid/Unpaid MBE Invoice Report (shall be submitted monthly by the MBE subcontractor)

ATTACHMENT B-1

Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not susceptible of being selected for award. (COMAR 21.11.03.09C(5) and 21.11.03.09C(6))

In conjunction with the bid or offer submitted in response to Solicitation No. V-HQ-08007-S, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of _____% percent. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. *I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.*
3. *I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.*
4. I understand that if I am notified that I am the apparent awardee, I shall submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment B-3)
 - (b) Subcontractor Project Participation Statement (Attachment B-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

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

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

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

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT B-2

MBE Participation Schedule
(for submission with bid or proposal)

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not susceptible of being selected for award.

Prime Consultant (Firm Name, Address, Phone)	Project Description
Project Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
<i>Work To Be Performed/NAICS</i>	
<i>Percentage of Total Contract</i>	
Minority Firm Name	MBE Certification Number
<i>Work To Be Performed/NAICS</i>	
<i>Percentage of Total Contract</i>	
Minority Firm Name	MBE Certification Number
<i>Work To Be Performed/NAICS</i>	
<i>Percentage of Total Contract</i>	

USE ATTACHMENT B-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

ATTACHMENT B-2**MBE Participation Schedule (continued)**

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	

ATTACHMENT B-3
Outreach Efforts Compliance
Statement

In conjunction with the bid or offer submitted in response to Solicitation No. V-HQ-08007-S, I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these Subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- ☐ This project does not involve bonding requirements.

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

_____ Bidder/Offeror Name	By:	_____ Name
_____ Address		_____ Title
		_____ Date

ATTACHMENT B-4
Subcontractor Project Participation
Statement

Submit one form for each MBE
Listed on the MBE Participation Schedule

Provided that _____ is awarded the State Contract in conjunction with
(Prime Consultant Name)
Solicitation No. V-HQ-08007-S, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a Contract by which Subcontractor shall:

(describe work) _____

- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

Prime Consultant Signature

Name

Title

Date

By:

Subcontractor Signature

Name

Title

Date

ATTACHMENT B-5

This form is to be completed monthly by the prime Consultant.

Maryland Motor Vehicle Administration Minority Business Enterprise Participation Prime Consultant Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the month following the month the services were provided.	Contract #: Contracting Unit: Contract Amount: MBE Subcontract Amt: Project Begin Date: Project End Date: Services Provided:
---	--

Prime Consultant:		Contact Person:																									
Address:																											
City:		State:	ZIP:																								
Phone:	FAX:																										
Subcontractor Name:		Contact Person:																									
Phone:	FAX:																										
Subcontractor Services Provided:																											
List all payments made to MBE Subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.		
	<u>Invoice#</u>	<u>Amount</u>																									
1.																											
2.																											
3.																											
	<u>Invoice #</u>	<u>Amount</u>																									
1.																											
2.																											
3.																											

****If more than one MBE Subcontractor is used for this Contract, you shall use separate D-5 forms.**

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

Ms. Minnie Carter, EEO Manager
 Motor Vehicle Administration
 6601 Ritchie Highway, N.E.
 Glen Burnie, MD 21062
mcarter@mdot.state.md.us

Signature: _____ Date: _____

ATTACHMENT B-6**Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the month following the month the services were performed.	Contract # Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:
---	--

MBE Subcontractor Name:																																
MDOT Certification #:																																
Contact Person:																																
Address:																																
City:	State: Maryland	ZIP:																														
Phone:	FAX:																															
Subcontractor Services Provided:																																
List all payments received from Prime Consultant during reporting period indicated above.	List dates and amounts of any unpaid invoices over 30 days old.																															
<table><thead><tr><th></th><th><u>Invoice Amt</u></th><th><u>Date</u></th></tr></thead><tbody><tr><td>1.</td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td></tr><tr><td>3.</td><td></td><td></td></tr><tr><td colspan="3">Total Dollars Paid: \$_____</td></tr></tbody></table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			<table><thead><tr><th></th><th><u>Invoice Amt</u></th><th><u>Date</u></th></tr></thead><tbody><tr><td>1.</td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td></tr><tr><td>3.</td><td></td><td></td></tr><tr><td colspan="3">Total Dollars Unpaid: \$_____</td></tr></tbody></table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Paid: \$ _____																																
	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Unpaid: \$ _____																																
Prime Consultant: _____ Contact Person _____																																

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

Ms. Minnie Carter, EEO Manager Motor Vehicle Administration 6601 Ritchie Highway, N.E. Glen Burnie, MD 21062 mcarter@mdot.state.md.us

Signature: _____ Date: _____

ATTACHMENT C

PRICE PROPOSAL WORKSHEET FORM

ATTACHMENT C - PRICE PROPOSAL WORKSHEET FORM**V-HQ-08007-S**

The price proposal shall be evaluated with equal consideration or weight given to two items: 1) the Annual Labor Cost for the contractor's services (essential work functions) for the 5-year term of the contract as calculated below; **and** 2) the Commission percentage to be charged to the MVA by the Contractor for media placements during the term of the contract. Price proposals will be ranked in order of lowest to highest cost to the State.

Offerors shall not modify the Price Proposal Worksheet Form. This format shall be used to compare prices and cannot be changed in any manner.

The composite hourly rates quoted herein shall include all payroll, taxes, fringe benefits, overhead and profit. The composite hourly rates **do not** include the actual cost to run advertisements in a publication approved under this contract.

NOTE: The provided number of hours represented on the Price Proposal Worksheet Form are an annual estimate provided for evaluation purposes only. The MVA does not guarantee any minimum or maximum number of billable hours. The composite hourly rates quoted by the offeror on the Price Proposal Worksheet Form are the rates that shall be used when invoicing for services delivered.

Please note that as required in Section 3.3.1.6 of this RFP, offerors are instructed to furnish (in their technical proposal) the work function classification of each person to be assigned to the contract..

	COLUMN A:	COLUMN B:	COLUMN C:
WORK FUNCTION	COMPOSITE HOURLY RATE	PROVIDED NUMBER OF HOURS	COLUMN A X COLUMN B
Account Representation		1,050	
Creative Direction/Artwork		250	
Copywriting		200	
Media & Print Production Supervision		75	
TOTALS		1,575	\$
	:		

TOTAL ANNUAL LABOR COST: (Total of Column C): \$_____

NOTE: Billing of subcontracted expenses such as printing and other subcontracted work shall be

billed on a direct pass-through basis (other than the stated Commission on Media Placements, which shall be listed separately on Contractor invoices). **There shall be no Contractor markup for such expenses.**

Contractor Commission Percentage for MVA media placements - _____%
Offeror cannot quote a "0" commission. It must propose a media commission.

Date Price Proposal compiled: _____

By: _____
Print Name Title

Signature

ATTACHMENT D

BID/PROPOSAL AFFIDAVIT

ATTACHMENT D – BID/PROPOSAL AFFIDAVIT
--

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

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 vendors, 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.

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 §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 the §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 subsection (1) through (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; or
- (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 — C and subsections (1) through (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 §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. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the 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.

J. 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.

K. 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 whom 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' 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 §K(2)(b), above;
- (h) Notify its employees in the statement required by §K(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 §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(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 §K(2)(a)—(j), above.

- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(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.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic ____) (foreign __) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable, so state)

- (2) 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.

M. 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.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid 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: _____
(Authorized Representative and Affiant)

ATTACHMENT E

CONTRACT AFFIDAVIT

ATTACHMENT E – CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and the duly authorized representative of [business] _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I HEREBY AFFIRM THAT:

1. The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

2. 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.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain **Bid/Proposal Affidavit** dated _____, 2007, 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: _____
(Authorized Representative and Affiant)

ATTACHMENT F

PRIVACY PROTECTION POLICY

ATTACHMENT F - PRIVACY PROTECTION POLICY

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION MOTOR VEHICLE ADMINISTRATION

In consideration of receiving personal information contained in Motor Vehicle Administration records, **I HEREBY CERTIFY** on behalf of Contractor, (**Contractor**) as its authorized agent this _____ day of _____, 2007, that

1. **Contractor** understands that federal laws affect access to and use of computer information including, but not limited to, 15 U.S.C.A. § 278g-3 (Computer Security Act of 1987); 23 U.S.C.A. § 401 (National Driver Register Act); 5 U.S.C.A. § 552 (Freedom of Information Act); 5 U.S.C.A. § 552a (Privacy Act of 1974); 18 U.S.C.A. § 1001 (Computer Fraud and Abuse Act of 1986); 17 U.S.C.A. § 109 (Computer Software Rental Amendments Act of 1990); 15 U.S.C.A. § 1681 (Fair Credit Reporting Act); and, 18 U.S.C.A. §§ 2721 et seq. (Driver's Privacy Protection Act of 1994).
2. The Maryland Department of Transportation Office of Information Resources, its client agencies and their customers also adhere to state data processing security policies as set forth in Executive Order 01.01.1983.18 (Privacy and State Data System Security); Md. Code Ann., Crim. Law §8-606 (falsification of public records) and §7-302 (unauthorized access); Md. Code Ann., State Gov't §§ 10-611, 10-616 and 10-626 (Maryland Public Information Act); Md. Code Ann. Transp. II §§ 12-111 to 12-113 (Motor Vehicle Administration Records); and, as published by the Secretary of the Department of Budget and Management from time to time under Md. Code Ann., State Fin. & Proc. § 3-403.
3. **Contractor** and all employees agree to maintain in strictest confidence and not willfully disclose to any person, firm, or corporation information obtained as a result of their access to personal information from Motor Vehicle Records.
4. By signing this agreement, **Contractor** warrants that the signator and all personnel are familiar with all provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C.A. §§ 2721 et seq., and with §§ 10-611, 10-616, 10-626 of the State Government Article and §§ 12-111 through 12-113 of the Transportation Article, Annotated Code of Maryland, which limit access to personal information from public records in Maryland. Further, **Contractor**, in behalf of itself, its successors and assigns further agrees that all users will abide by the terms of both the federal and state law including, but not limited to, those restricting access to personal information from Motor Vehicle Administration records only to those persons and for those purposes which are permitted under both laws.
5. **Contractor** agrees to keep a record for five (5) years of all persons to whom information is re-disclosed under this Agreement, and the purpose for which the

information is to be used; and, to make that record available to the Motor Vehicle Administration upon request.

6. **Contractor** shall be liable for, and shall indemnify, defend, and hold the Motor Vehicle Administration harmless for, any misuse or misappropriation of any personal information in a record obtained from the Administration in connection with this agreement.
7. **Contractor** shall further indemnify the Motor Vehicle Administration for and against any and all losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or part out of acts or omissions by **Contractor** with respect to laws restricting access to and disclosure of vehicle records including, without limitation, reasonable attorneys fees and all other costs of defending against such action or claim.

IN WITNESS WHEREOF, the parties have caused these presents to be executed.

Witness:

Date: _____

Contractor:

By: _____

Date: _____

Witness:

Date: _____

**Maryland Department of Transportation
Motor Vehicle Administration:**

By: _____

Date: _____

Approved as to form and legal sufficiency:

Assistant Attorney General

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.48 OF THE RFP

ATTACHMENT G

**ELECTRONIC FUNDS TRANSFER
REGISTRATION REQUEST FORM**

**ATTACHMENT G – ELECTRONIC FUNDS TRANSFER (EFT) REGISTRATION
REQUEST FORM**

State of Maryland
Comptroller of Maryland

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

--	--	--	--	--	--

--	--	--	--	--	--

Taxpayer identification number:

Federal Employer Identification Number:

--	--

--	--	--	--	--	--	--	--

(or) Social Security Number:

--	--	--

--	--

--	--	--	--	--	--

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

Financial institution information:

Name and address _____

Contact name, phone number (include area code), _____

ABA number

--	--	--	--	--	--	--	--	--	--

Account number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--

 Checking

--

 Money Market

--

 Savings

Account type

Format Desired: _____ CCD _____ CCD+ _____ CTX* (Check one.)

*Note – There may be a charge to you by your bank with this format.

A VOIDED CHECK from the bank account shall be attached.

(OVER)

Transaction requested:

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

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, gad@comp.state.md.us. Or call 1-888-784-0144.
COT/GAD X-10

ATTACHMENT H

PROCUREMENT OFFICER CHECKLIST

ATTACHMENT H – PROCUREMENT OFFICER CHECKLIST

RFP	Requirement	Y/ N	Remarks
3.1	Was Vol I sealed separately from Vol II but submitted simultaneously?		
3.3.1	Was there a bound original and six bound copies of Vol I-Technical Proposal submitted?		
3.3.2	Was there a bound original and six bound copies of Vol II-Price Proposal submitted?		
3.3.1 3.3.2	Were separate volumes labeled Vol I-Technical Proposal & Vol II-Price Proposal & each labeled with Offeror's name and Address, Request for Proposal No.V-HQ-08007-S on the outside of the envelopes.)		
3.1	Were proposal pages numbered consecutively?		
3.3.1.1	Was there a letter which transmitted the Technical Proposal and acknowledged the receipt of addenda.		
3.3.1.1	Was the letter signed by an individual authorized to commit the Offeror to the services and requirements of the RFP?		
3.1	Were proposals numbered to match numbering in RFP?		
3.3.1.2	Did the Technical Proposal begin with a title page bearing the name and address of the Offeror and the name and number of the RFP followed by a table of contents for the Technical Proposal?		
3.3.1.2 3.3.2.1	Was Information which is claimed to be confidential placed <i>after</i> the Title Page and <i>before</i> the Table of Contents in the Technical Proposal and if applicable, in the Price Proposal?		
3.3.1.4	Is there a separate executive summary, which condenses and highlights the contents of the technical proposal?		
3.3.1.4	Does the executive summary identify any exceptions the Offeror has taken to the requirements of the RFP, the Contract (Atch A) or any other attachments? (Warning—Exceptions may result in proposal being rejected)		
3.3.1.4	If there are no exceptions, does the executive summary so state?		
3.3.1.6	Did offeror provide a list of past State contracts?		
3.3.1.7	Was the Technical Questionnaire completely filled out?		
3.3.1.8	Does Offeror Exp & Capabilities info show 5 years experience in Marketing or Communicating about a consumer product or service? Does Principal Officers have at least 5 years previous experience in Customer Communication?		
3.3.1.9 3.3.1.12 3.3.1.13	Did the Offeror provide with the original technical proposal, a completed: ▪ Bid/Proposal Affidavit (Att. D) ▪ Living Wage Affidavit (Att K) ▪ Certified MBE Utilization and Fair Solicitation Affidavit (Att. B-1), ▪ MBE Participation Schedule (Att. B-2)? Were all the blocks filled in and were the Affidavits signed?		

3.3.1.11	Did the Offeror submit financial statements, certificates of insurance and subcontractor info?		
5.4.1	Did the Offeror address each applicable criterion in the Technical Response to RFP Requirements?		

ATTACHMENT I

**PRE-PROPOSAL CONFERENCE
RESPONSE FORM**

ATTACHMENT I - PRE-PROPOSAL CONFERENCE RESPONSE FORM

**Project No. V-HQ-08007-S
Marketing, Consulting Services**

A Pre-Proposal Conference will be held at 10:00 AM, on October 23, 2007, at the Motor Vehicle Administration, OIR Building, 4th Floor Conference Room, 6601 Ritchie Highway, N.E., Glen Burnie, MD 21062. Please return this form by October 19, 2007 advising whether or not you plan to attend.

Return this form to the Procurement Officer:

Zakiyyah Rashid
Procurement Officer
Procurement & Contracts Division
6601 Ritchie Highway, N.E., Room OIR/309
Glen Burnie, MD 21062
Fax no. 410-768-7090
Email address: zrashid@mdot.state.md.us

Please indicate:

_____ Yes, the following representatives will be in attendance:

1. _____

2. _____

_____ No, we will not be in attendance.

Signature

Title

ATTACHMENT J

**MDOT GENERAL CONDITIONS
FOR
SERVICE CONTRACTS**

MARYLAND
DEPARTMENT
OF
TRANSPORTATION

GENERAL
CONDITIONS
FOR
SERVICE
CONTRACTS

Revised August 10, 2004

MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)

GENERAL CONDITIONS FOR SERVICE CONTRACTS

TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
1.....	Definitions.....	1-4
2.....	Preparation of Proposal/Bid.....	4-5
3.....	Small Business Procurement.....	5
4.....	Sanctions Upon Improper Acts.....	5
5.....	Compliance With Laws.....	5-6
6.....	Non-Discrimination in Employment	6
7.....	Dissemination of Information.....	6
8.....	Non-Hiring of Employees.....	7
9.....	Contingent Fee Prohibition (Revised 10/94)	7
10.....	Financial Disclosure.....	7
11.....	Political Contribution Disclosure	7-8
12.....	Personal Liability of Public Officials	8
13.....	Cost and price Certification	8
14.....	Contract Administration.....	8
15.....	Authority of the Procurement Officer.....	8-9
16.....	Corporate Registration and Tax Payment Certification.....	9
17.....	Invitation of Work.....	9
18.....	Notice to Proceed and Prosecution of the Work.....	9
19.....	Discrepancies in Contract Documents	9
20.....	Contractor Insurance.....	9
21.....	Responsibility for Claims and Liability.....	9
22.....	Minority Business Enterprise/Affirmative Action/Contract Compliance.....	10
23.....	Cooperation by Contractor.....	10-11
24.....	Cooperation Between Contractors	10
25.....	Assignment	11
26.....	Changes, Alterations, or modifications in the Services	11
27.....	Approval Authority.....	11
28.....	Ownership of Documents and Materials.....	11
29.....	Multi-Year contracts Contingent upon Appropriations	11-12
30.....	Contractor's Invoices.....	12
31.....	Occupational Safety and Health Act (OSHA)	12
32.....	Disputes.....	12
33.....	Remedies and Termination	12-13
34.....	Delays and Extensions of Time	13-14
35.....	General Guaranty.....	14
36.....	Patent Indemnity	14

MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)

GENERAL CONDITIONS FOR SERVICE CONTRACTS

<u>TABLE OF CONTENTS</u>		
<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
37.....	General Conditions Prevailing.....	14
38.....	Incorporation by Reference.....	14
39.....	Miscellaneous	14
40.....	Maryland Law Prevails	14
41.....	Resident Business Preference	15
42.....	Compliance With Americans With Disabilities Act (ADA).....	15
43.....	Payment of State Obligations.....	15-16
44.....	Suspension of Work	16
45.....	Pre-Existing Regulations	16
46.....	Retention of Records.....	16-17
47.....	Insolvency	17
48.....	Surety Bond Assistance Program.....	17
49.....	Political Contribution Disclosure.....	17

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.

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.

- B. 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. **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.

11. **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 received in the aggregate \$100,000 or more, shall file with the State Board of Election a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a

county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

12. **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.

13. **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.

14. **CONTRACT ADMINISTRATION**

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

15. **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.

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

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

17. **INVITATION OF WORK**

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

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **INCORPORATION BY REFERENCE**

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

39. **MISCELLANEOUS**

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

40. **MARYLAND LAW PREVAILS**

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

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

47. **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.

48. **SURETY 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 (MSBDFA). MSBDFA 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

49. **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 of Maryland or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in aggregate of \$100,000 or more, shall file with the State Administrative Board of Election Laws 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.

ATTACHMENT K

LIVING WAGE REQUIREMENTS
FOR
SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

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

assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

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

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Re: Solicitation No. _____

Offer/Bid submitted by (name of firm)_____

Address_____

City_____ State_____ Zip Code_____

The Undersigned, being an authorized representative of the above stated Bidder/Offeror, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and 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 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 employees who are subject to the living wage for hours spent on a State contract for services. The Bidder/Offeror 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.

(If applicable) The Bidder/Offeror provides the following reasons why the affirmations above cannot be given and affirms that it is exempt from Maryland's Living Wage Law for the following reasons:_____

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date