



STATE OF MARYLAND
MARYLAND DEPARTMENT OF TRANSPORTATION MOTOR
VEHICLE ADMINISTRATION (MDOT MVA)

REQUEST FOR PROPOSALS (RFP)

THIRD PARTY ENVIRONMENTAL COMPLIANCE AUDIT

RFP NUMBER: V-HQ-23034-S

ISSUE DATE: MARCH 7, 2023

NOTICE TO OFFERORS

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are certified by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) Small Business Reserve Program are eligible for award of a contract.

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplaceAdvantage (eMMA) <https://procurement.maryland.gov> should register on eMMA.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO
RESPOND TO THIS SOLICITATION.**

VENDOR FEEDBACK FORM

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

**Title: Third Party Environmental Compliance Audit
Solicitation No.: V-HQ-23034-S**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
 - Other commitments preclude our participation at this time
 - The subject of the solicitation is not something we ordinarily provide
 - We are inexperienced in the work/commodities required
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
 - The scope of work is beyond our present capacity
 - Doing business with the State is simply too complicated. (Explain in REMARKS section)
 - We cannot be competitive. (Explain in REMARKS section)
 - Time allotted for completion of the Proposal is insufficient
 - Start-up time is insufficient
 - Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
 - Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
 - MBE or VSBE requirements (Explain in REMARKS section)
 - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
 - Payment schedule too slow
 - Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
MARYLAND DEPARTMENT OF TRANSPORTATION MOTOR
VEHICLE ADMINISTRATION (MDOT MVA)
KEY INFORMATION SUMMARY SHEET

Request for Proposals	Services - Third Party Environmental Compliance Audit
Solicitation Number:	V-HQ-23034-S
RFP Issue Date:	March 7, 2023
RFP Issuing Office:	Maryland Department of Transportation Motor Vehicle Administration (MDOT MVA)
Procurement Officer: e-mail: Office Phone:	Norma Humphries 6601 Ritchie Hwy NE, Room 223 Glen Burnie, MD 21062 nhumphries@mdot.maryland.gov (410) 768-7306
Proposals are to be sent:	via eMMA
Pre-Proposal Conference:	March 15, 2023 at 2:00PM Local Time See Attachment A for directions and instructions.
Questions Due Date and Time	March 17, 2023 Local Time at 2:00PM
Technical Proposal Due (Closing) Date and Time:	April 4, 2023 at 2:00PM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Contract Type:	Indefinite Quantity with Firm Fixed Price
Contract Duration:	Three (3) years
Primary Place of Performance:	Multiple MDOT MVA Branch Locations
SBR Designation:	Yes
Federal Funding:	No

TABLE OF CONTENTS - RFP

1	Minimum Qualifications	1
1.1	Offeror Minimum Qualifications.....	1
2	Contractor Requirements: Scope of Work	2
2.1	Summary Statement.....	2
2.2	Background, Purpose and Goals.....	2
2.3	Deliverables	11
3	Contractor Requirements: General	15
3.1	Contract Initiation Requirements.....	15
3.2	End of Contract Transition	15
3.3	Invoicing.....	16
3.4	Insurance Requirements	18
3.5	Disaster Recovery and Data	19
3.6	Security Requirements.....	20
3.7	Problem Escalation Procedure.....	21
3.8	SOC 2 Type 2 Audit Report	22
3.9	Experience and Personnel.....	22
3.10	Substitution of Personnel.....	25
3.11	Work Orders	27
3.12	No-Cost Extensions	28
4	Procurement Instructions	29
4.1	Pre-Proposal Conference	29
4.2	eMaryland Marketplace Advantage (eMMA)	29
4.3	Questions	29
4.4	Procurement Method	30
4.5	Proposal Due (Closing) Date and Time.....	30
4.6	Multiple or Alternate Proposals.....	30
4.7	Economy of Preparation	30
4.8	Public Information Act Notice	30
4.9	Award Basis.....	31
4.10	Oral Presentation	31
4.11	Duration of Proposal.....	31
4.12	Revisions to the RFP	31

4.13	Cancellations	32
4.14	Incurred Expenses	32
4.15	Protest/Disputes	32
4.16	Offeror Responsibilities.....	32
4.17	Acceptance of Terms and Conditions.....	33
4.18	Proposal Affidavit	33
4.19	Contract Affidavit.....	33
4.20	Compliance with Laws/Arrearages	33
4.21	Verification of Registration and Tax Payment	33
4.22	False Statements	34
4.23	Payments by Electronic Funds Transfer	34
4.24	Prompt Payment Policy	34
4.25	Electronic Procurements Authorized.....	34
4.26	MBE Participation Goal	36
4.27	VSBE Goal	36
4.28	Living Wage Requirements	36
4.29	Federal Funding Acknowledgement.....	37
4.30	Conflict of Interest Affidavit and Disclosure	37
4.31	Non-Disclosure Agreement	38
4.32	HIPAA - Business Associate Agreement	38
4.33	Nonvisual Access	38
4.34	Mercury and Products That Contain Mercury	38
4.35	Location of the Performance of Services Disclosure	38
4.36	Department of Human Services (DHS) Hiring Agreement.....	38
4.37	Small Business Reserve (SBR) Procurement	38
4.38	Maryland Healthy Working Families Act Requirements	40
5	Proposal Format	41
5.1	Two Part Submission.....	41
5.2	Proposal Delivery and Packaging.....	41
5.3	Volume I – Technical Proposal	41
6	Evaluation and Selection Process.....	47
6.1	Evaluation Committee	47
6.2	Evaluation Process.....	47
6.3	Technical Proposal Evaluation Criteria	48

6.4	Financial Proposal Evaluation Criteria.....	48
6.5	Reciprocal Preference.....	48
6.6	Selection Procedures.....	49
6.7	Documents Required upon Notice of Recommendation for Contract Award.....	50
7	RFP ATTACHMENTS AND APPENDICES.....	51
Attachment A.	Pre-Proposal Conference Response Form.....	52
Attachment C.	Bid/Proposal Affidavit.....	53
Attachment F.	Living Wage Affidavit.....	54
Attachment H.	Conflict of Interest Affidavit and Disclosure	55
Attachment I.	Non-Disclosure Agreement	56
Attachment M.	Contract.....	57
Attachment N.	Contract Affidavit	74
Attachment O.	DHS Hiring Agreement.....	75
Attachment P.	Small Business Affidavit	76
Appendix 1.	Abbreviations and Definitions.....	77
Appendix 2.	Offeror Information Sheet.....	79
Appendix 3.	Company Profile.....	80
Appendix 5.	Firm Experience Form.....	83
Appendix 6.	Key Personnel Form.....	84

1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

As proof of meeting the minimum requirements the offer must provide proof with its proposal that that the following minimum qualifications have been met.

- 1.1.1 The Offeror shall have at least five (5) years of experience as an established business performing compliance audits relative to the Scope of Services as indicated in this Request for Proposals.
- 1.1.2 The experience of officers, employees, personnel, or subcontractors of the Company may not be counted to satisfy the required five (5) years' experience requirement for the company.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1** The MDOT MVA is issuing this Request for Proposals (RFP) in order to provide Third-Party Environmental Auditing Services in support of the Agency's Environmental Management System (EMS). The successful Offeror will be responsible for conducting one (1) compliance audit at each of the MDOT MVA (24) and VEIP (18) facilities identified in **Section 2.2.8** and each audit will evaluate the media areas/topics applicable to MDOT MVA and consistent with environmental compliance and Maryland Department of the Environment (MDE)/Environmental Protection Agency (EPA) Inspection practices. Examples of media areas/topics include, but are not limited to, Clean Water Act (CWA), Safe Drinking Water Act (SDWA), Resource Conservation and Recovery Act (RCRA), Underground Storage Tanks (USTs), Clean Air Act (CAA), Toxic Substance Control Act (TSCA), Emergency Preparedness and Community Right-To-Know Act (EPCRA), and Federal Insecticide, Fungicide, Rodenticide Act (FIFRA), etc.
- 2.1.2** It is the State's intention to obtain goods and services, as specified in this RFP, from a Contract between the selected Offeror and the State.
- 2.1.3** The MDOT MVA intends to make a single award as a result of this RFP. See RFP **Section 4.9 Award Basis** for more Contract award information.
- 2.1.4** An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

2.2 Background, Purpose and Goals

The MDOT MVA management is committed to making the environment an organizational priority by ensuring environmental protection and compliance is achieved. The environmental compliance audit will enable the MDOT MVA to reduce its environmental impact and increase its operating efficiency. The audits will be performed to assist in the monitoring and measurement of the MDOT MVA's pursuit to ongoing compliance with federal, state, and local environmental requirements, including facility-specific permits, plans, certifications, controls (engineered and administrative), and authorizations. The audits will also serve as a diagnostic tool within MDOT MVA's Environmental Management System (EMS) to identify local, broad, and systemic compliance issues while supporting the organization's continual process of EMS program improvement.

The State is issuing this solicitation for the purposes of securing third-party environmental auditing services in support of the agency's Environmental Management System (EMS). The successful Offeror will be responsible for conducting one (1) environmental compliance audit at each MDOT MVA (24) and VEIP (18) facilities listed in **Section 2.2.8** and will evaluate the media areas/topics, etc. Examples of media areas/topics are identified in **Section 2.2.2**.

2.2.1 Project Goals

The Maryland Department of Transportation Motor Vehicle Administration anticipates that the Contractor will use, but will not be limited to using, the following basic methods to gather the information required to complete the Compliance Audits: (1) document review; (2) interviews of

facility personnel; and (3) visual/field observations. The Contractor shall use media-specific investigation techniques, as appropriate, to effectively audit the statutory and regulatory requirements listed in **Section 2.2.2**. The on-site portion of each Compliance Audit is expected to include, at a minimum, the following elements:

- a) Development of Audit Plan
- b) Opening Conference
- c) General Facility Tour
- d) Process/Waste Management Evaluation (when applicable)
- e) Interviewing Facility Personnel
- f) Document Review
- g) Closing Conference

2.2.2 The Multi-Media Compliance Audits shall cover the most current and enforceable version of the following statutory and regulatory requirements:

2.2.2.1 Air Quality

- 2.2.2.1.1 COMAR 26.11.01: General Administrative Provisions
- 2.2.2.1.2 COMAR 26.11.02: Permits, Approvals, and Registrations
- 2.2.2.1.3 COMAR 26.11.03: Permits, Approvals, and Registrations - Title V Permits
- 2.2.2.1.4 COMAR 26.11.06: General Emissions Standards, Prohibitions, and Restrictions
- 2.2.2.1.5 COMAR 26.11.09: Control of Fuel-Burning Equipment, Stationary Internal Combustion Engines, and Certain Fuel Burning Installations
- 2.2.2.1.6 COMAR 26.11.13: Control of Gasoline and Volatile Organic Compound Storage and Handling
- 2.2.2.1.7 COMAR 26.11.15: Toxic Air Pollutants
- 2.2.2.1.8 COMAR 26.11.17: Requirements for Major New Stationary Sources and Modifications
- 2.2.2.1.9 COMAR 26.11.20: Mobile Sources
- 2.2.2.1.10 40 CFR 60: Standards of Performance for New Stationary Sources (NSPS)
- 2.2.2.1.11 40 CFR 61: National Emissions Standards for Hazardous Air Pollutants (Identified by USEPA under 1970 CAA)
- 2.2.2.1.12 40 CFR 63: National Emissions Standards for Hazardous Air Pollutants for Source Categories (Identified by Congress under 1990 CAA Amendments)
- 2.2.2.1.13 40 CFR 70: State Operating Permit Programs (Title V Permits)
- 2.2.2.1.14 40 CFR 82: Protection of Stratospheric Ozone
- 2.2.2.1.15 40 CFR 89: Control of Emissions from New and In-Use Non-road Compression-Ignition Engines
- 2.2.2.1.16 Clean Air Act, Section 608: National Recycling and Emissions Reduction Program

2.2.2.2 Asbestos

- 2.2.2.2.1 Maryland Executive Order 01.01.1987.22: Asbestos Oversight Committee
- 2.2.2.2.2 COMAR 26.11.21.01 to 26.11.21.13: Asbestos Removal
- 2.2.2.2.3 COMAR 26.11.21.05, 26.11.21.06B(3)(c) and 26.11.21.06B(4)(b): Asbestos Monitoring
- 2.2.2.2.4 29 USC 657: Inspections, Investigations, and Record Keeping
- 2.2.2.2.5 29 CFR 1910.134: Respiratory Protection Standard
- 2.2.2.2.6 29 CFR 1910.1001: OSHA Asbestos General Industry Standard
- 2.2.2.2.7 29 CFR 1926.1101: OSHA Asbestos Construction Standard
- 2.2.2.2.8 40 CFR 61: National Emission Standards for Hazardous Air Pollutants
- 2.2.2.2.9 40 CFR 763: Asbestos

2.2.2.3 Drinking Water

- 2.2.2.3.1 Maryland Executive Order 01.01.2001.06: Water Conservation by State Agencies
- 2.2.2.3.2 COMAR 26.04.01: Well Construction Authority
- 2.2.2.3.3 COMAR 26.04.04: Regulation of Water Supply, Sewage Disposal and Solid Waste
- 2.2.2.3.4 40 CFR 141: National Primary Drinking Water Regulations (Safe Drinking Water Act)
- 2.2.2.3.5 29 CFR 1910.141: Sanitation of Drinking Water

2.2.2.4 Hazardous Material-Waste

- 2.2.2.4.1 COMAR 26.13.02: Identification and Listing of Hazardous Waste
- 2.2.2.4.2 COMAR 26.13.03: Standards Applicable to Generators of Hazardous Waste
- 2.2.2.4.3 COMAR 26.13.05: Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- 2.2.2.4.4 COMAR 26.13.10: Standards for the Management of Specific Hazardous Wastes
- 2.2.2.4.5 42 USC 6921 – 6939: Hazardous Waste Management
- 2.2.2.4.6 29 CFR 1910.106: Flammable and Combustible Liquids
- 2.2.2.4.7 29 CFR 1910.253: Oxygen-Fuel Gas Welding and Cutting
- 2.2.2.4.8 29 CFR 1910.1200: Hazard Communication
- 2.2.2.4.9 40 CFR 262: Standards Applicable to Generators of Hazardous Waste
- 2.2.2.4.10 40 CFR 265: Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- 2.2.2.4.11 40 CFR 268: Land Disposal Restrictions
- 2.2.2.4.12 49 CFR 172: Hazardous Materials Tables, Hazardous Materials Communications Requirements and Emergency Response Information Requirements

2.2.2.5 Lead-Based Paint

- 2.2.2.5.1 COMAR 26.16.01: Accreditation and Training for Lead Paint Abatement Services
- 2.2.2.5.2 COMAR 26.02.07: Procedures for Abating Lead-Containing Substances from Buildings
- 2.2.2.5.3 29 USC 657: Inspections, Investigations, and Record Keeping
- 2.2.2.5.4 29 CFR Part 1910.132-138: Personal Protective Equipment
- 2.2.2.5.5 29 CFR Part 1910.1025: Lead

2.2.2.6 Non-Hazardous Solid Waste

- 2.2.2.6.1 Maryland Annotated Code Environmental Article §9-1706: State Waste Recycling
- 2.2.2.6.2 COMAR 26.13.02: Identification and Listing of Hazardous Waste
- 2.2.2.6.3 COMAR 26.04.07: Solid Waste Management
- 2.2.2.6.4 COMAR 26.04.08: Storage, Collection, Transferring, Hauling, Recycling, and Processing of Scrap Tires
- 2.2.2.6.5 COMAR 26.04.09: Land Clearing Debris

2.2.2.7 Universal Waste

- 2.2.2.7.1 COMAR 26.13.01: Hazardous Waste Management System: General
- 2.2.2.7.2 COMAR 26.13.10 (.06-.25): Standards for the Management of Specific Hazardous Wastes
- 2.2.2.7.3 40 CFR 273: Universal Waste Management

2.2.2.8 Pesticides

- 2.2.2.8.1 COMAR 15.05.01: Pesticide Use Control
- 2.2.2.8.2 7 USC 136: Insecticides and Environmental Pesticide Control
- 2.2.2.8.3 29 CFR 1910.1200: Hazard Communication
- 2.2.2.8.4 40 CFR 156: Labeling Requirements for Pesticides
- 2.2.2.8.5 40 CFR 170: Worker Protection Standard
- 2.2.2.8.6 40 CFR 273: Standards for Universal Waste Management

2.2.2.9 Oil Spill Prevention-Aboveground Storage Tank Requirements

- 2.2.2.9.1 COMAR 26.10.01 et seq.: Oil Pollution and Tank Management, Oil Pollution
- 2.2.2.9.2 COMAR 26.10.03: UST Systems Design, Construction, Installation, and Notification
- 2.2.2.9.3 40 CFR 112 et seq.: Oil Pollution Prevention

2.2.2.10 Underground Storage Tanks

- 2.2.2.10.1 COMAR 26.10.01: Oil Pollution
- 2.2.2.10.2 COMAR 26.10.02: Underground Storage Tanks
- 2.2.2.10.3 COMAR 26.10.03: UST Systems Design, Construction, Installation, and Notification
- 2.2.2.10.4 COMAR 26.10.04: General Operating Requirements
- 2.2.2.10.5 COMAR 26.10.05: Release Detection
- 2.2.2.10.6 COMAR 26.10.06: Underground Storage System Technician, Remover, and Inspector Certification
- 2.2.2.10.7 COMAR 26.10.08: Release Reporting, Investigation, and Confirmation
- 2.2.2.10.8 COMAR 26.10.09: Release Response and Corrective Action for UST Systems Containing Petroleum or Hazardous Substances
- 2.2.2.10.9 COMAR 26.10.10: Out-of-Service UST Systems and Closure
- 2.2.2.10.10 COMAR 26.10.11: UST Financial Responsibility
- 2.2.2.10.11 COMAR 26.10.13: Oil Contaminated Soil
- 2.2.2.10.12 29 CFR Part 1910.106: Flammable and Combustible Liquids
- 2.2.2.10.13 40 CFR Part 110: Discharge of Oil
- 2.2.2.10.14 40 CFR Part 112: Oil Pollution Prevention
- 2.2.2.10.15 Maryland Executive Order 01.01.1990.04: Air Pollution Emissions Control
- 2.2.2.10.16 33 USC 1321: Oil and Hazardous Substance Liability
- 2.2.2.10.17 33 USC 2702: Elements of Liability (Oil Pollution Liability and Compensation)
- 2.2.2.10.18 EPA 510-B-93-004: Doing Inventory Control Right for Underground Storage Tanks

2.2.2.11 Wastewater

- 2.2.2.11.1 MDE 3.07 Water and Sewerage Construction Permit
- 2.2.2.11.2 COMAR 26.08.04: Discharge Permits
- 2.2.2.11.3 COMAR 26.08.06: Cleaning Agents
- 2.2.2.11.4 COMAR 26.08.08: Pretreatment Requirements for Industrial Users of Publicly Owned Treatment Works (POTWs)
- 2.2.2.11.5 Article 25, Baltimore City Code
- 2.2.2.11.6 Anne Arundel County Water and Sewer Master Plan
- 2.2.2.11.7 Charles County Water and Sewer Ordinance
- 2.2.2.11.8 Harford County Government Water and Sewer Master Plan
- 2.2.2.11.9 Prince Georges County Water and Sewer Plan
- 2.2.2.11.10 Montgomery County Water and Sewer Plan

2.2.2.12 Stormwater

- 2.2.2.12.1 40 CFR 122, 123, 124, and 125 – Regulations pertaining to NPDES
- 2.2.2.12.2 Environmental Article, Title 9, Subtitle 3, Part IV- Discharge permits for an increase in pollutants into waters of the State
- 2.2.2.12.3 Section 402 of the Clean Water Act, 33 USC Section 1342 – Regulations pertaining to discharges into navigable waters
- 2.2.2.12.4 COMAR 26.08.04 – Regulations pertaining to NPDES permits
- 2.2.2.12.5 COMAR 26.17.01– Regulations pertaining to sediment and erosion
- 2.2.2.12.6 COMAR 26.17.02 – Regulations pertaining to stormwater management
- 2.2.2.12.7 Permit Conditions –General Discharge Permit for Stormwater Associated with Industrial Activities
- 2.2.2.12.8 Permit Conditions – MS4 Permit: National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from State and Federal Small Municipal Separate Storm Sewer Systems.
- 2.2.2.12.9 Permit Conditions – General Permit for Stormwater Associated with Construction Activity: General Discharge Permits and NPDES Permit.

The Lead Auditor/Auditing team shall identify and evaluate compliance with any additional local, state, or federal requirements pursuant to the audit media area(s) selected for each individual audit being performed.

2.2.3 Audit Schedule

- 2.2.3.1 A list of all MDOT MVA (24) and VEIP (18) facilities is located in **Section 2.2.8**. These facilities including the Mobile Vehicle shall be audited once during this Contract term.

2.2.4 Audit Plans

- 2.2.4.1 The Contractor shall submit its Audit Plans to the MDOT MVA Environmental Audit Manager for review and comment at least twenty-one (21) business days prior to commencing with the audit. The Audit Plans must address, at a minimum, the following:
 - a. Objectives of the compliance audit.
 - b. Background, including facility processes covered based on available information, and the laws, regulations, permits, and orders applicable to the facility.
 - c. Tasks for accomplishing the objectives, including the procedures for obtaining the necessary information and evaluating facility compliance (e.g., evaluation of process operations; pollution control, operation and maintenance practices; self-monitoring, recordkeeping and reporting practices; pollution abatement/control needs).
 - d. Methods and Procedures for: reporting areas of noncompliance (AON), document control, quality assurance, and handling and processing of confidential information, as well as a detailed description of all tools (e.g., checklists, guidance documents,) that the Contractor will utilize in conducting the Compliance Audits.
 - e. Safety Plan, including safety equipment and procedures for conducting the Compliance Audits.

- f. Resources, such as personnel needs and equipment requirements, for conducting the Compliance Audits.
- g. Detailed Schedule, to include:
 - i. Start and end dates for the facility Audit.
 - ii. Dates for completion of the Pre-Audit Questionnaire.
 - iii. Dates for completion of the Facility Audit Report.
 - iv. Key project milestones.

2.2.4.2 The MDOT MVA Environmental Audit Manager will either provide approval of the Audit Plan or issue comments and request revisions within twenty-one (21) business days of receipt.

2.2.4.3 A three-year look-back period will be incorporated into each Compliance Audit performed.

2.2.5 Pre-Audit Questionnaire

The MDOT MVA Environmental Audit Manager will provide the Contractor a copy of a Pre-Audit Questionnaire (PAQ) when the audit schedules are announced. The purpose of the PAQ is to facilitate the transfer of general facility and contact information and regulatory applicability information to the Lead Auditor in advance of the audit.

2.2.6 Audit Specific Checklists

2.2.6.1 The Contractor shall submit its Audit Specific Checklist to the MDOT MVA Environmental Audit Manager for review and comment at least twenty-one (21) business days prior to commencing with each media area audit.

2.2.6.2 The MDOT MVA Environmental Audit Manager will either provide approval of the Audit Checklist or issue comments and request revisions within twenty-one (21) business days of receipt.

2.2.6.3 The Contractor's Principal Auditor and Audit Team shall review the PAQ and other requested documents (as identified by the Audit Team) provided from the MDOT MVA Environmental Audit Manager and perform a regulatory applicability analysis and develop an audit-specific Audit Checklist based on the media areas to be audited during each media area audit.

2.2.6.4 The audit-specific checklist will serve as a site-specific guide for the Audit Team to assess compliance with applicable federal, state and local environmental legal requirements.

2.2.7 Audit Report Submittals

2.2.7.1 The Contractor shall submit a draft audit report to the MDOT MVA Environmental Audit Manager no later than fifteen (15) business days following completion of the audit closing conference.

- 2.2.7.2 The MDOT MVA Environmental Audit Manager or designee will review and document any comments regarding each draft audit report within twenty (20) business days of receipt and return such comments to the Contractor.
- 2.2.7.3 The Audit Team will have five (5) business days to review MDOT MVA’s comments and will either accept or not accept the proposed variances.
- 2.2.7.4 If the comments are accepted, the Audit Team will incorporate the comments and finalize the audit findings into the audit report.
- 2.2.7.5 If the Audit Team does not accept MDOT MVA’s proposed variances, the Principal Auditor must provide justification for not accepting the comments.
- 2.2.7.6 Documentation of MDOT MVA’s comments and the Principal Auditor’s justification will be sent to the MDOT MVA Office of the Attorney General by the MDOT MVA Environmental Audit Manager.
- 2.2.7.7 MDOT MVA’s Office of the Attorney General will have at least ten (10) business days to provide an independent opinion and resolve variances surrounding an audit finding.
- 2.2.7.8 At the conclusion of the MDOT MVA Office of the Attorney General and/or Director of Planning & Capital Programming resolution process, the Audit Team will incorporate the remaining comments and finalize the audit findings into the final audit report.

2.2.8 Audit Locations

Environmental audits shall be performed at the following locations based on the schedule determined by MDOT MVA in **Section 2.2.3**. This list only identifies the primary address of each MDOT MVA facility; however, individual facilities may be comprised of more than one location/building/structure, etc. to be audited.

MDOT MVA Branch Locations

Bel Air Branch 501 West MacPhail Road Bel Air, MD 21014	Elkton Branch 105 Chesapeake Boulevard, Suite A Elkton, MD 21921
Gaithersburg Branch 15 Metropolitan Grove Road Gaithersburg, MD 20878-4098	Loch Raven/Parkville 8966 Waltham Woods Road North Plaza Mall Parkville, MD 21234
Walnut Hill (Limited Services) 16520 South Westland Drive Gaithersburg, MD 20877-1221	Easton 9148 Centreville Road Easton, MD 21601-9620
Annapolis 160 Harry S. Truman Parkway Annapolis, MD 21401	Essex 1338A Eastern Boulevard Baltimore, MD 21221
Kemp Mill (Limited Services) 1327 Lambertson Drive Silver Spring, MD 20902	Salisbury 251 Tilghman Road Salisbury, MD 21804
White Oak	Baltimore City

2131 Industrial Parkway Silver Spring, MD 20904	5425 Reisterstown Road Hilltop Shopping Center Baltimore, MD 21215
Cumberland 13300 Winchester Road SW Cumberland MD 21502	Frederick 1601 Bowman Farm Road Frederick, MD 21701
Oakland 400 Weber Road Oakland, MD 21550	Glen Burnie 6601 Ritchie Highway NE Glen Burnie MD 21062
Hagerstown 18306 Col. Henry K. Douglas Drive Hagerstown, MD 21740	Westminster 1106 Baltimore Boulevard Westminster, MD 21157
Beltsville 11760 Baltimore Avenue Beltsville, MD 20705	Columbia (Limited Services) 6490 Dobbin Road South, Ste. J Columbia Bus. Ctr Columbia, MD 21045
Largo 10251 Central Avenue Upper Marlboro, MD 20772-1303	Loveville 27351 Point Lookout Road Leonardtown, MD 20650
Prince Frederick 200 Duke Street Prince Frederick, MD 20678	Waldorf 11 Industrial Park Drive Waldorf, MD 20602-1908

Vehicle Emission Inspection Program (VEIP) Locations

Anne Arundel County South 189 Defense Highway Annapolis, MD 21401	Prince Georges County, North VEIP 7401 Jefferson Avenue Hyattsville, MD 20785
Vehicle Emissions Test Site; Baltimore City 5900 Erdman Avenue Baltimore, MD 21205	Charles County Vehicle Emissions Inspection Site 28 Henry Ford Circle Waldorf, MD 20601
Anne Arundel County, North 721 E. Ordnance Road Curtis Bay, MD 21226	Baltimore City, West - VEIP Station 1411 S. Edgewood Street Halethorpe MD 21227
Baltimore County VEIP 11510 Cronridge Drive Owings Mills, MD 21117	Prince George's County, South VEIP 7213 Old Alexandria Ferry Road Clinton, MD 20735
Carroll County VEIP 50 Aileron Court Westminster, MD 21157	Queen Anne's County VEIP 230 Hess Road Grasonville, MD 21638
Harford County Vehicle Emissions Testing 1631 Robin Circle Forest Hill, MD 21050	Frederick County VEIP 1506 Tilco Drive Frederick, MD 21704
Cecil VEIP Station 1644 W. Pulaski Highway Elkton, MD 21921	Calvert County Vehicle Emissions Inspection Site 1035 Prince Frederick Boulevard Prince Frederick, MD 20678
Montgomery County, Central VEIP 15910 Chieftain Avenue Rockville, MD 20855	Montgomery County, East VEIP 2121 Industrial Parkway Silver Spring, MD 20904
Washington County VEIP 12100 Insurance Way, Hagerstown MD, 21740	Howard County VEIP 6340 Woodside Court Columbia, MD 21046

Mobile Vehicle Location

Glen Burnie 6601 Ritchie Highway NE Glen Burnie MD 21062
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2.2.9 State Staff and Roles

The Environmental Compliance Manager shall oversee all performance under this contract. The Environmental Compliance Manager will be responsible for coordinating the services provided under this contract and will represent the MDOT MVA in all matters relating to these services. Recommendations made by the Contract Manager to the Contractor for fulfilling provisions of this contract shall be carried out in a timely manner as agreed to by the parties. The Environmental Compliance Manager will perform ongoing monitoring and assessment of the Contractor's performance.

2.2.10 Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>;
- B. The State of Maryland Information Technology Security Policy and Standards at: <http://www.DoIT.maryland.gov>- keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;

2.3 Deliverables

2.3.1 Deliverable Submission

- A. For every deliverable, the Contractor shall request the Contract Monitor confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. For every deliverable, the Contractor shall submit to the Contract Manager, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here: http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf.
- C. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project or Microsoft Visio within two (2) versions of the current version. At the Contract Monitor's discretion, the Contract Monitor may request one hard copy of a written deliverable.

- D. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.
- E. For any written deliverable, the Contract Monitor may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.3.3.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.3.3 Minimum Deliverable Quality**.

2.3.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.3.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The Contract Monitor shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Monitor is responsible for coordinating comments and input from various team members and stakeholders. The Contract Monitor is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- C. The Contract Monitor will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating “Accepted” and signed by the Contract Monitor, the Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. In the event of rejection, the Contract Monitor will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

2.3.3 Minimum Deliverable Quality

The Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable’s content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.

- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors such as incorrect punctuation and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.3.4 Deliverable Descriptions/Acceptance Criteria

In addition to the items identified in the table below, the Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

Deliverables Summary Table*

Environmental Compliance Audit			
ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
1	Environmental Compliance Audit Kick-Off Meeting	1. Meeting agenda in Microsoft Word. 2. Sign-in sheet for Environmental Compliance Audit Kick-Off participant in Microsoft Word. 3. Presentation material in Microsoft PowerPoint shall discuss, at a minimum, the following; <ul style="list-style-type: none"> a. Roles & Responsibilities b. Task Involved c. Scope/Objectives d. Concise, oral presentation delivered in person by the Contractor. 	NTP + 10 Business Days
2	Environmental Compliance Audit Project Management Plan	Environmental compliance Audit Plan (Section 3.3.4 of RFP) shall include: <ul style="list-style-type: none"> a. A description of the activities required to perform audits. b. The schedule for performing Audits at the different locations mentioned in Section 3.3.9 of RFP. 	NTP + 25 Business Days
3	Project Schedule	The Project Schedule shall be a Microsoft Project file that is a Gantt chart schedule of task and time frames for Audit deliverables. Gantt chart shall contain, at minimum, the following; <ul style="list-style-type: none"> a. Gantt chart schedule of tasks b. Time frames for all audit deliverables c. Task and task dependencies d. Resources assigned 	Draft shall be available at Kick-off Meeting. Final Project Schedule to be provided 20 Business Days after Kick-off Meeting

4	Status Reports	<p>Draft copy of the Environment Compliance audit assessment report, in Microsoft Word. The report shall detail the audit activities and progress for comparison against the Audit findings Report. Report shall contain at minimum, the following elements; Purchase Order Number and the reporting period information.</p> <ul style="list-style-type: none"> a. Date audit was performed. b. Table listing all audit deliverables and indicating percent complete for each. c. List of tasks accomplished during the reporting period. d. Statute and/or regulation used to perform audits. e. Description of issues/risks and its impact on completion performance. 	<p>The following month after acceptance of Project Schedule for the first report and every three (3) months thereafter for the duration of the period of performance of the contract.</p>
5	Audit Finding Report	<p>This report is the finalized version of the Audit based on draft version from deliverable. Report shall be in Microsoft Word and Adobe PDF. Final report shall at minimum contain the following elements;</p> <ul style="list-style-type: none"> a. Updates to findings as appropriate. b. Update with additional information/clarification as requested by the MDOT MVA. 	<p>15 business days following completion of the Audit Closing conference.</p>

*The deliverables summary table may not list every contractually required deliverable. Offerors and Contractors should read the RFP thoroughly for all Contract requirements and deliverables.

3 Contractor Requirements: General

3.1 Contract Initiation Requirements

- A. Contractor shall participate in a Project Kick Off meeting as scheduled by the MDOT MVA, where the Contractor shall furnish a current version of the baseline schedule describing the activities for the Contractor, the State, and any third parties for fully transitioning to the Contractor's Solution.

3.2 End of Contract Transition

- 3.2.1** The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 90 days prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
 - A. Provide additional services and support as requested to successfully complete the transition;
 - B. Maintain the services called for by the Contract at the required level of proficiency; and
 - C. Provide current operating procedures (as appropriate).
- 3.2.2** The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.
- 3.2.3** The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Monitor.
- 3.2.4** The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
 - A. The Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Contract end date.
 - B. The Transition-Out Plan shall address at a minimum the following areas:
 - 1) Any staffing concerns/issues related to the closeout of the Contract;
 - 2) Communications and reporting process between the Contractor, the MDOT MVA and the Contract Manager;
 - 3) Connectivity services provided, activities and approximate timelines required for Transition-Out;
 - 4) Knowledge transfer, to include:
 - a) A working knowledge of the current system environments as well as the general business practices of the Administration.
 - b) Review with the Administration the procedures and practices that support the business process and current system environments;
 - c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure,

- interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract;
- d) Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract;
 - e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
- 5) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
 - 6) Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
- C. The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Monitor.
 - D. The Contractor shall provide copies of any current daily and weekly back-ups to the Agency or a third party as directed by the Contract Monitor as of the final date of transition, but no later than the final date of the Contract.
 - E. Access to any data or configurations of the furnished product and services shall be available after the expiration of the Contract.

3.3 Invoicing

3.3.1 General

- A. The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Contract Manager. The Contract Manager will be confirmed upon the award.
- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
 - 1) Contractor name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;
 - 6) Invoice number;
 - 7) State assigned Contract number;
 - 8) State assigned (Blanket) Purchase Order number(s);

- 9) Goods or services provided;
 - 10) Amount due; and
 - 11) Any additional documentation required by regulation or the Contract.
- D. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
 - E. The Agency reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Agency with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
 - F. Any action on the part of the Agency or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
 - G. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
 - H. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing shall be billed in the month following the acceptance of the work by the Agency.
- B. For items of work for which there is annual pricing shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

3.3.3 For the purposes of the Contract an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted;
- E. The quantity of items delivered is less than the quantity ordered;
- F. The items or services do not meet the quality requirements of the Contract;
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;

- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.4 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

- 3.4.1** The following type(s) of insurance and minimum amount(s) of coverage are required:
 - A. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 - B. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
 - C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland and the Administration should be added as a “loss payee.”
 - D. Worker’s Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
 - E. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.4.2** The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability.
- 3.4.3** All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.

- 3.4.4** Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.4.5** The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.4.6** Subcontractor Insurance

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.5 Disaster Recovery and Data

The following requirements apply to the Contract:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the RFP, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.
- B. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
 - 1) The Contractor shall furnish a DR site.
 - 2) The DR site shall be at least 100 miles from the primary operations site and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Agency to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

3.5.2 Data Export/Import

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
 - 1) perform a full or partial import/export of State data within 24 hours of a request; or
 - 2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3 Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a RFP are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State's written request.
- C. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

- 3.5.4** Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

3.6 Security Requirements

The following requirements are applicable to the Contract:

3.6.1 Employee Identification

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.

- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.6.2 On-Site Security Requirement(s)

- A. For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
 - 1) Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
 - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) brought onto the site, and to submit to a physical search of his or her person. Therefore, Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Administration.
- C. Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.7 Problem Escalation Procedure

- 3.7.1** The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- 3.7.2** The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.

- 3.7.3** The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- A. The process for establishing the existence of a problem;
 - B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - C. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
 - D. Expedited escalation procedures and any circumstances that would trigger expediting them;
 - E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - G. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- 3.7.4** Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.8 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

3.9 Experience and Personnel

3.9.1 Preferred Offeror Experience

The following experience is expected and will be evaluated as part of the Technical Proposal:

- A. To be considered reasonably qualified for the award, the Offeror must document in its Proposal that, within the last five (5) years, the following Minimum Qualification have been met:

The Offeror shall have performed compliance audits similar to size and scope of service as requested in this RFP.
- B. As proof of meeting this requirement, the Offeror shall provide with its Technical Proposal two (2) or more references within the past five (5) years that are collectively able to attest to the Offeror's successful completion.

3.9.2 Personnel Experience

The following experience is expected and will be evaluated as part of the Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2.3**):

- A. Demonstrated knowledge of conducting environmental audits.
- B. Breadth of knowledge in statutory and regulatory requirements, as specified in **Section 2.2.2**.
- C. Designated experience as specified in **Section 3.9.4**.

3.9.3 Number of Personnel to Propose

As part of the Proposal evaluation, Offerors shall propose exactly three (3) personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the MDOT MVA. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.9.4 Key Personnel Identified

For the Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel and shall be required to meet the qualifications stated in **Section 3.9**.

A. Principal Auditor (Project Manager)

Position Description: The Principal is the Contractor's chief officer for ensuring the resources are available for the overall contract and serves as a reference for resolving personnel adjustments and clarification of responsibilities. Serves as the point of contact for the Contractor with the State regarding the contract, capable of negotiating and making binding decisions for the Contractor. Provides quality control review of all audit reports and related documentation as well as serving as a technical reference to the audit team.

General Experience and Capabilities:

- 1. A minimum of five (5) years' experience in conducting environmental audits, with at least three (3) years of the five years having been in a Lead Auditor capacity.
- 2. A working knowledge of Maryland environmental regulations and practices is strongly preferred.
- 3. Experience with regulatory compliance audits for a government agency.
- 4. Leadership abilities.
- 5. Project management experience.
- 6. Be a general environmentalist with a general understanding of all environmental media components, with specific knowledge and experience in at least two (2) of the media areas (i.e., drinking water, storm water, air quality, hazardous waste management, fuel storage tanks, etc.).

Education: This position requires a bachelor's degree from an accredited college or university in Natural or Environmental Sciences, or other related discipline and a minimum of forty (40) hours of audit training within the last three (3) years covering ethics, environmental inspection, auditing principals and conduct, environmental laws and regulatory requirements, operational process, related pollution control technologies, and media-specific regulatory requirements.

B. Audit Team Lead Auditor

Position Description: The Audit Team Lead is the Contractor's audit team manager. Performs management for contract support operations. Organize, direct, and coordinate the planning and production of all audit activities, facility audits, and support activities, including subcontractors (if necessary); and be able to effectively communicate both verbally and through written text.

General Experience and Capabilities:

1. A minimum of three (3) years' experience in conducting environmental audits with at least two (2) years of the three years having been in a Lead Auditor capacity.
2. A working knowledge of Maryland environmental regulations and practices is strongly preferred.
3. Supervisory or Leadership experience.
4. Investigatory skills including ability to gather information through good interviewing techniques and astute observations.
5. Knowledge in at least one compliance specialty area with the ability to adapt to those skills to a multi-media approach.

Education: This position requires a bachelor's degree from an accredited college or university in Natural or Environmental Sciences, or other related discipline.

C. Team Auditor/Inspector

Position Description: Perform and document environmental inspections in accordance with inspection procedures and checklists; interview staff; perform records and plan reviews to determine status of compliance with federal, state and local requirements; be able to effectively communicate both verbally and through written text.

General Experience and Capabilities:

1. A minimum of one (1) years' experience in conducting environmental audits.

Education: This position requires a bachelor's degree from an accredited college or university in Natural or Environmental Sciences, or other related discipline.

3.9.5 Work Hours

Unless otherwise specified, the following work hours requirements are applicable:

- A. **Business Hours Support:** Contractor shall assign Contractor Personnel to support Normal State Business Hours (see definition in **Appendix 1**), Monday through Friday except for State holidays.
- B. **State-Mandated Closings:** Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the Contractor will be notified in writing by the Contract Monitor of these details.
- C. **Minimum and Maximum Hours:** Full-time Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the Contract Monitor. A flexible work schedule may be used with Contract Monitor approval, including time to support any efforts outside core business hours. Contractor personnel may also be requested to restrict the number of hours Contractor

personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.

- D. Vacation Hours: Requests for leave shall be submitted to the Contract Monitor at least two weeks in advance. The Contract Monitor reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

3.10 Substitution of Personnel

3.10.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.

3.10.2 Definitions

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

3.10.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.9.4**.

- A. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - 1) A detailed explanation of the reason(s) for the substitution request;
 - 2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - 3) The official resume of the current personnel for comparison purposes; and
 - 4) Evidence of any required credentials.

- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

3.10.4 Replacement Circumstances

- A. Directed Personnel Replacement
 - 1. The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Administration policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.10.4.A.2**.
 - 2. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
 - 3. Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
 - 4. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
 - 5. If the Contract Monitor determines to direct substitution under **3.10.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
 - 6. In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.10.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

- 1) To replace any Key Personnel in a circumstance other than as described in **Section 3.10.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.10.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- 2) **Key Personnel Replacement Due to Sudden Vacancy**
 - a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.10.4.B.1**.
 - b) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 3.10.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
- 3) **Key Personnel Replacement Due to an Indeterminate Absence**
 - a) If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 3.10.3**.
 - b) However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

3.10.5 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

3.11 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.12 No-Cost Extensions

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

4 Procurement Instructions

4.1 Pre-Proposal Conference

- 4.1.1 A Pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of an offeror's good faith efforts if there is a waiver request.
- 4.1.3 It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the requirements of the contract.
- 4.1.4 MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.
- 4.1.5 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions.
- 4.1.6 Those wishing to attend the web conference may request a meeting invitation by emailing Norma Humphries at nhumphries@mdot.maryland.gov no later than 2:00 PM on March 14, 2023. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by the deadline.

4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (V-HQ-23034-S - Third Party Environmental Compliance Audit), and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified the Key Information Summary Sheet. 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.

- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMMA.
- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Agency unless it issues an amendment in writing.

4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

4.5 Proposal Due (Closing) Date and Time

- 4.5.1 Proposals, in the number and form set forth in **Section 5 Proposal Format**, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6 Proposals may not be submitted by facsimile. Proposals will not be opened publicly.
- 4.5.7 Potential Offerors not responding to this solicitation are requested to submit the "Notice to Vendors" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

4.7 Economy of Preparation

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

4.8 Public Information Act Notice

- 4.8.1 The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or 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, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.3.B** “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

- 4.8.2** 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 must be disclosed.

4.9 Award Basis

A Contract shall be awarded to the responsible Offeror(s) submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP.

4.10 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the Proposal due date and time, best and final offers if requested (see **Section 6.6.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer’s request only with the Offeror’s written agreement.

4.12 Revisions to the RFP

- 4.12.1** If the RFP is revised before the due date for Proposals, the Agency shall post any addenda to the RFP on eMMA and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.12.2** Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror’s Technical Proposal.
- 4.12.3** Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4** Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.12.5** Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in

the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.13 Cancellations

- 4.13.1** The State 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, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.13.2** The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.13.3** In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled, and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.13.4** If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.14 Incurred Expenses

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

4.15 Protest/Disputes

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

4.16 Offeror Responsibilities

- 4.16.1** Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2** All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal.
- 4.16.3** If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, 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, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

- 4.16.4** A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Agency reserves the right to accept or reject any exceptions.**

4.18 Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

4.19 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 N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

4.20 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

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 shall not become so in arrears during the term of the Contract if selected for Contract award.

4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.22 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

- 4.22.1 In connection with a procurement contract a person may not willfully:
 - A. Falsify, conceal, or suppress a material fact by any scheme or device.
 - B. Make a false or fraudulent statement or representation of a material fact.
 - C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 4.22.2 A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.
- 4.22.3 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.

4.23 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

- 4.23.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2 Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:
http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**). Additional information is available on GOSBA's website at:
<http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.25 Electronic Procurements Authorized

- 4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Agency may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as

provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

- 4.25.2** Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3** “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.
- 4.25.4** In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
- A. The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:
- 1) The RFP;
 - 2) Any amendments and requests for best and final offers;
 - 3) Pre-Proposal conference documents;
 - 4) Questions and responses;
 - 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
 - 6) Notices of award selection or non-selection; and
 - 7) The Procurement Officer’s decision on any Proposal protest or Contract claim.
- B. The Offeror or potential Offeror may use eMMA to:
- 1) Submit Proposals;
 - 2) Ask questions regarding the solicitation;
 - 3) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or through eMMA, but only on the terms specifically approved and directed by the Procurement Officer and;
 - 4) Submit a "No Proposal Response" to the RFP.
- C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.

4.25.5 The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:

- A. Submission of initial Proposals, except through eMMA;
- B. Submission of documents determined by the Agency to require original signatures (e.g., Contract execution, Contract modifications); or
- C. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

4.25.6 Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

4.26 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.27 VSBE Goal

There is no VSBE participation goal for this procurement.

4.28 Living Wage Requirements

- A. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Maryland Department of Labor requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- B. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- C. Additional information regarding the State's living wage requirement is contained in **Attachment F**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- D. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. 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.

- 1) 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) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier (enter "1" or "2," depending on where the majority of the service recipients are located) Contract.
 - 2) The Contract will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
 - 3) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
 - 4) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- E. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- F. The Offeror shall identify in the Proposal the location from which services will be provided.
- G. **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change or a change in the State minimum wage.

4.29 Federal Funding Acknowledgement

This Contract does not contain federal funds.

4.30 Conflict of Interest Affidavit and Disclosure

- 4.30.1 The Offeror shall complete and sign the Conflict-of-Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Proposal.
- 4.30.2 By submitting a Conflict-of-Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.30.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

- 4.30.4** Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

4.31 Non-Disclosure Agreement

4.31.1 Non-Disclosure Agreement (Offeror)

Certain documentation may be available for potential Offerors to review at a reading room. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of **Attachment I**. Please contact the Procurement Officer to schedule an appointment.

4.31.2 Non-Disclosure Agreement (Contractor)

All Offerors are advised that this solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within ten (10) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

4.32 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

4.33 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

4.34 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

4.35 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

4.36 Department of Human Services (DHS) Hiring Agreement

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 DHS Hiring Agreement. A copy of this Agreement is included as **Attachment O**. This Agreement must be provided within ten (10) Business Days of notification of recommended award.

4.37 Small Business Reserve (SBR) Procurement

- 4.37.1** This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—

14-505, Annotated Code of Maryland, and that are certified by GOSBA Small Business Reserve Program are eligible for award of a contract.

4.37.2 For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
 - 1) With respect to employees, in its most recently completed three (3) fiscal years:
 - a) Its wholesale operations did not employ more than 50 persons;
 - b) Its retail operations did not employ more than 25 persons;
 - c) Its manufacturing operations did not employ more than 100 persons;
 - d) Its service operations did not employ more than 100 persons;
 - e) Its construction operations did not employ more than 50 persons; and
 - f) The architectural and engineering services of the business did not employ more than 100 persons; or
 - 2) With respect to gross sales, in its most recently completed three (3) fiscal years:
 - a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000;
 - b) The gross sales of its retail operations did not exceed an average of \$3,000,000;
 - c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000;
 - d) The gross sales of its service operations did not exceed an average of \$10,000,000;
 - e) The gross sales of its construction operations did not exceed an average of \$7,000,000; and
 - f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000.
- D. Note: If a business has not existed for three (3) years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.
- E. Further information on the certification process is available at eMaryland Marketplace Advantage.

4.37.3 Ineligible Proposals. Under a small business reserve procurement, a business that is not a certified small business is ineligible for award of a contract.

- 4.37.4** Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the Governor’s Office of Small, Minority & Women Business Affairs as a small business. A procurement contract award under a small business reserve may not be made to a business that has not been SBR certified.

4.38 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dldr.maryland.gov/paidleave/>.

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5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

A. Volume I – Technical Proposal consisting of:

- Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
- Technical Proposal in searchable Adobe PDF format,
- a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted.

B. Volume II – Financial Proposal

A Financial Proposal will only be requested from those Offerors whose technical proposals achieve the required, minimum or better technical score per the RFP. The due date for Financial Proposals will be set upon completion of the technical evaluation.

5.2 Proposal Delivery and Packaging

- 5.2.1 Proposals delivered by mail and facsimile shall not be considered.
- 5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.
- 5.2.3 Offerors may submit Technical Proposals through the State’s internet based electronic procurement system, eMMA. Financial Proposals will be accepted password protected, via email.
- 5.2.4 The Procurement Officer must receive all electronic Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

5.3 Volume I – Technical Proposal

The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

A. Title Page and Table of Contents (Submit under TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

B. Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included. The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to

specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

C. Offeror Information Sheet, Company Profile and Transmittal Letter (Submit under TAB B)

The Offeror Information Sheet (see Appendix 2), Company Profile Form (see Appendix 3) and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

The Offeror must have a minimum of five (5) years of experience and close familiarity with performing regulatory compliance audits covering the environmental statutes and regulations listed in this Scope of Services, using EPA audit protocols and inspection checklists, preferably at transportation-related facilities.

D. Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary."

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary.

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

E. Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP. If references are required in RFP, those references shall be submitted in this section and shall contain the information described.

The Offeror is to provide a narrative describing how its proposed services will meet or exceed the requirements of the Scope of Work and should provide a proposed approach that addresses specific methodologies and/or techniques to be used in complying with the requirements of the technical specifications. The purpose of the narrative is to not only demonstrate the Offeror's approach to the project, but also to display full comprehension of the services required in the Scope of Work. This information should be in sufficient detail to permit proper evaluation by the Administration. **The narrative should include an implementation/timeline schedule with the associated tasks needed to complete the project.**

F. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

- a. The Offeror shall address each RFP requirement in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in order and shall contain a cross reference to the requirement.
- b. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
- c. The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP, Contractor Requirements: Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
- d. The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in RFP.
- e. The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.

G. Offeror Qualifications, Capabilities, and References (Submit under TAB F)

The Offeror shall include a Firm Experience Form (Appendix 5) for a total of three (3) similar or relevant projects accomplished by the Offeror and/or subcontractors, initiated within the last five (5) years, that are similar in scope and complexity to the specifications of this RFP.

The Offeror must provide accurate contact names, telephone numbers, and email addresses for the references named on the Firm Experience Form. The references must be able to comment on the Offeror's ability to handle a project of this size and scope. By submitting a response to this solicitation, the Offeror consents to such reference contact and hereby releases the Administration from any liability on the basis of its attempt to obtain information from all such references and all persons and entities providing information from any liability and damages incurred as a result of furnishing this information.

H. Experience, Qualifications, and References of Proposed Staff (Submit under TAB G)

As part of the evaluation of the Proposal for this RFP, Offerors shall submit a Key Personnel Form (Appendix 6) for each proposed personnel. The information provided on the form should clearly demonstrate the Key Personnel's training and experience.

The Offeror must provide accurate contact names, telephone numbers, and email addresses for the references named on the Key Personnel Form. The references must be from separate projects

and shall be able to comment on the key person's ability to handle a project of this size and scope. By submitting a response to this solicitation, the Offeror consents to such reference contact and hereby releases the Administration from any liability on the basis of its attempt to obtain information from all such references and all persons and entities providing information from any liability and damages incurred as a result of furnishing this information.

For the Contract, the following position will be considered Key Personnel:

1. Principal Auditor (Project Manager)
2. Audit Team Lead Auditor
3. Team Auditor/Inspector

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

The Offeror shall describe in detail how the proposed Key Staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section.

Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

Any Contractor Personnel provided under this RFP shall maintain in good standing any required professional certifications for the duration of the Contract.

Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.

I. List of Current or Prior State Contracts (Submit under TAB H)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- 1) The State contracting entity;
- 2) A brief description of the goods and services provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;
- 5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and

- 6) 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 used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

J. Financial Capability (Submit under TAB I)

The Offeror must include in its Proposal a commonly accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;
- 4) Evidence of a successful financial track record; and
- 5) Evidence of adequate working capital.

K. Subcontractors (Submit under TAB J)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform, including their Certification Number and NAICS Codes, and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.

L. Legal Action Summary (Submit under TAB K)

This summary shall include:

- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- 2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- 3) A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
- 4) In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

M. Economic Benefit Factors (Submit under TAB L)

- 1) Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
- 2) Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
- 3) As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.

N. Technical Proposal - Required Forms and Certifications (Submit under TAB M)

All forms required for the Technical Proposal are identified in Table 1 - RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB N.

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6 Evaluation and Selection Process

6.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Administration reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Evaluation Process

6.2.1 Technical Proposal Evaluation

Initial Technical Evaluation

Technical Proposals are evaluated by the Administration's Evaluation Committee, for technical merit, and ranked. Technical Proposals not determined to be reasonably susceptible of being selected for contract award, may be rejected after evaluation of the Technical Proposal. Only the Offerors that are short-listed will advance/continue in the procurement process.

Upon completion of the Technical Evaluation, all Offerors will be notified as to the results of the initial technical evaluation of their Technical Proposal. The Administration anticipates the notify the short-listed vendors on or around April 25, 2023.

Oral Presentations/Additional Clarification

During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services. The Administration anticipates the oral presentations to be scheduled on or around May 4, 2023.

6.2.2 Financial Proposal Evaluation

Initial Financial Evaluation

Offerors remaining short-listed after Phase II of the Technical Evaluation will be requested to submit their Financial Proposal. The Financial Proposal of each Qualified Offeror will be evaluated and ranked separately from the Technical evaluation. The Administration anticipates the Financial proposal due date to be on or around May 16, 2023.

Best and Final Offer

When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Financial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

6.2.3 Final Ranking and Selection

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the firm that provides the best overall value to the State.

6.3 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

6.3.1 Offeror's Technical Response and Proposed Technical Approach

The State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.3.2 Statement of Approach including Timeline

6.3.3 Offeror Qualifications, Capabilities, and References

6.3.4 Experience, Qualifications, and References of Proposed Staff

6.3.5 Economic Benefit to State of Maryland

6.4 Financial Proposal Evaluation Criteria

All Offerors who remain short-listed after the Technical Evaluation, will be requested to submit a Financial Proposal. Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price.

6.5 Reciprocal Preference

6.5.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

6.5.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.6 Selection Procedures

6.6.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.6.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may only perform limited substitutions of proposed personnel as allowed in Section 3.9.10 (Substitution of Personnel).**

6.6.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

6.7 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – RFP Attachments and Appendices**.

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7 RFP ATTACHMENTS AND APPENDICES

Instructions Page

A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit a copy of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: RFP ATTACHMENTS AND APPENDICES

When to Submit	Label	Attachment Name
Before Proposal	A	Pre-Proposal Conference Response Form
With Proposal	C	Bid/Proposal Affidavit
With Proposal	F	Maryland Living Wage Affidavit
With Proposal	H	Conflict of Interest Affidavit and Disclosure
Per request	I	Non-Disclosure Agreement (Offeror)
10 Business Days after recommended award	I	Non-Disclosure Agreement (Contractor)
10 Business Days after recommended award	M	Sample Contract included in this RFP
10 Business Days after recommended award	N	Contract Affidavit
10 Business Days after recommended award	O	DHS Hiring Agreement
With Proposal	P	Small Business Affidavit
n/a	1	Abbreviations and Definitions (included in this RFP)
With Proposal	2	Offeror Information Sheet
With Proposal	3	Company Profile
With Proposal	5	Firm Experience Form
With Proposal	6	Key Personnel Form
10 Business days after recommended award	n/a	Certification of Insurance
10 Business days after recommended award	n/a	Problem Escalation Procedure (PEP)

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number: V-HQ-23034-S

Third Party Environmental Compliance Audit

A Pre-Proposal conference will be held on **March 15, 2023 at 2:00PM (ET)** via Microsoft Teams.

Please return this form by prior to the pre-proposal time and date advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Norma Humphries
E-mail: nhumphries@mdot.maryland.gov

Please indicate:

_____ Yes, the following representatives will be in attendance.

Attendees:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested
--

Offeror:

Offeror Name (please print or type)

By:

Signature/Seal

Printed Name:

Printed Name

Title:

Title

Date:

Date

Attachment C. Bid/Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

Attachment F. Living Wage Affidavit

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf>

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>

Attachment I. Non-Disclosure Agreement

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>

Attachment M. Contract

Maryland Department of Transportation Motor Vehicle Administration (MDOT MVA)
“Third Party Environmental Compliance Audit”
V-HQ-23034-S

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 20__ by and between _____ (the “Contractor”) and the STATE OF MARYLAND, acting through the Maryland Department of Transportation Motor Vehicle Administration (“MDOT MVA” or the “Administration”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace Advantage vendor ID number is (eMMA Number).
- 1.3 “Financial Proposal” means the Contractor’s Financial Proposal or Best and Final Offer (BAFO)] dated _____ (Financial Proposal date or BAFO date).
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for Third Party Environmental Compliance Audit, Solicitation # V-HQ-23034-S, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated. _____ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this

Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Administration following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue until _____ ("Initial Term").
- 3.2 In its sole discretion, the Administration shall have the unilateral right to extend the Contract for three (3) years, at the prices established in the Contract. "Term" means the Initial.
- 3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Administration shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section

2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

The total payment under a fixed price Contract or the fixed price element of a combined fixed price – time and materials Contract shall be the firm fixed price submitted by the Contractor in its Financial Proposal.

For time and materials Contracts, IDIQ Contracts, or Contracts which include either or both a time and materials or IDIQ element(s), total payments to the Contractor pursuant to this Contract for the time and materials and IDIQ portion(s) may not exceed \$_____ (the “NTE Amount”), which includes \$_____ for the Initial Term.

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with the Administration to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Administration’s receipt of a proper invoice from the Contractor as required by RFP section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State’s payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only 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.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 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 until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Administration is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Administration or developed by Contractor relating to the

Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation.**

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2. Except for (1) information created or otherwise owned by the Administration or licensed by the Administration from third parties, including all information provided by the Administration to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Administration will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys’ fees) arising out of or in connection with any third-party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State’s rights or interests, without the State’s prior written consent.
- 7.4. Without limiting Contractor’s obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.

- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open-source license.
- 7.7 The Contractor shall report to the Administration, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Administration's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Administration shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract.
- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied

to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed.
- 9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.8) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, 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. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

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

16. Non-Availability of Funding

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 canceled 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 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 nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

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

19. Delays and Extensions of Time

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 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.

20. Suspension of Work

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

21. Pre-Existing Regulations

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

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Administration may conduct these audits with any or all of its own internal resources or by securing the services of a third-party accounting or audit firm, solely at the Administration's election. The Administration may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Administration has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State 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, 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;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written

approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.
 - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a

material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (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 Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Administration, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Administration, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Administration concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;

- (b) Be used as evidence on the merits of a dispute between the Administration and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the Administration.

31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Administration may withhold payment of any invoice or retainage. The Administration may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State’s solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Administration does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Contract, including services, is and shall be deemed to be “embodiments of intellectual property” for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code (“Code”) (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State’s rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State’s possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.

36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this

Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

- 36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g., and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

- 37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Administration may change the Contract Monitor at any time by written notice to the Contractor.
- 37.2 The Procurement Officer has responsibilities as detailed in the Contract and is the only State representative who can authorize changes to the Contract. The Administration may change the Procurement Officer at any time by written notice to the Contractor.

38. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

MDOT MVA Environmental Audit Manager

The MDOT MVA has designated the following individual to serve as its Environmental Audit Manager for this contract:

Eric Asugha
Environmental Compliance Manager
Office of Planning & Capital Programming
6601 Ritchie Hwy
Glen Burnie, MD 21062
410-762-5124 (O).
443-882-5221 (M)
easugha@mdot.maryland.gov

With a copy to:

Norma Humphries
Maryland Department of Transportation Motor Vehicle
Administration (MDOT MVA)
6601 Ritchie Hwy NE, Room 223
Glen Burnie, MD 21062

Phone Number: (410) 768-7306

E-Mail: nhumphries@mdot.maryland.gov

If to the Contractor:

(Contractor's Name)

(Contractor's primary address)

Attn: _____

[[Delete the following if a parent company guarantee is inapplicable:]]

Parent Company Guarantor

Contact: _____

Attn: _____

<<39.>>

<<40.>> **Parent Company Guarantee (If applicable)**

If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor's Parent Company to guarantee performance of the Contractor. The guarantor/Contractor's Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

<<42.>> **Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law**

HIPAA clauses do not apply to this Contract.

SIGNATURES ON NEXT PAGE

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

Contractor

State of Maryland
Maryland Department of Transportation
Motor Vehicle Administration (MDOT
MVA

By:

By: <<agencyContractSigner>>,
<<agencyContractSignerTitle>>

Date

PARENT COMPANY (GUARANTOR) (if applicable)

By:

By:

Date

Date

Approved for form and legal sufficiency
this ____ day of _____, 20__.

Assistant Attorney General

APPROVED BY BPW: _____

(Date)

(BPW Item #)

Attachment N. Contract Affidavit

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>.

Attachment O. DHS Hiring Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf>.

Attachment P. Small Business Affidavit

SMALL BUSINESS CONTRACT

******* PROVIDING FALSE INFORMATION *******

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

******* FAILURE TO MEET MINIMUM QUALIFICATIONS *******

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the grounds that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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.

SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)

Appendix 1. Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- A. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- B. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- C. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- D. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- E. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Administration may change the Contract Monitor at any time by written notice to the Contractor.
- F. Contractor – The selected Offeror that is awarded a Contract by the State.
- G. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
- H. eMMA – eMaryland Marketplace Advantage
- I. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract.
- J. MDOT MVA - Maryland Department of Transportation Motor Vehicle Administration
- K. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- L. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- M. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- N. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- O. Offeror – An entity that submits a Proposal in response to this RFP.

- P. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**) and is the only State representative who can authorize changes to the Contract. The Administration may change the Procurement Officer at any time by written notice to the Contractor.
- Q. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- R. Request for Proposals (RFP) – This Request for Proposals issued by the MDOT MVA, with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- S. State – The State of Maryland.
- T. Total Proposal Price - The Offeror’s total price for goods and services in response to this solicitation, included in Financial Proposal.
- U. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- V. VEIP – Vehicle Emissions Inspection Program. VEIP schedules tests, notifies customers that their vehicle is due for the required emissions tests and administers these tests. All required vehicles registered in specific Maryland counties must undergo the VEIP inspections.

Appendix 2. Offeror Information Sheet

http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf

Appendix 3. Company Profile

Third Party Environmental Compliance Audit
RFP # V-HQ-23034-S – Company Profile

Page 1 of 3

COMPANY NAME: _____

ADDRESS OF PARENT COMPANY: _____

DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____

NUMBER OF GEOGRAPHIC LOCATIONS: _____

LOCATION OF ALL GEOGRAPHIC OFFICES AND THEIR FUNCTION

LOCATION: FUNCTION:

_____	_____
_____	_____
_____	_____

OF YEARS IN BUSINESS UNDER PRESENT NAME: _____

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

TYPE OF ORGANIZATION (I.E., SOLE PROPRIETOR, CORPORATION, PARTNERSHIP,
INDIVIDUAL, JOINT VENTURE):

TYPE OF SERVICES PERFORMED:

Third Party Environmental Compliance Audit
RFP # V-HQ-23034-S – Company Profile

NUMBER OF YEARS PERFORMING ENVIRONMENTAL AUDITING SERVICES: _____

NAME OF PRINCIPAL(S) AND TITLE(S):

NAME OF MANAGER(S) AND TITLE(S) AT THE BRANCH OFFICE WHICH WILL SERVICE
MDOT MVA:

BRIEF HISTORY OF COMPANY:

**Third Party Environmental Compliance Audit
RFP # V-HQ-23034-S – Company Profile**

YEAR	ANNUAL SALES VOLUME	% ENVIRONMENTAL AUDITING	% OTHER
2022			
2021			
2020			
2019			

Appendix 5. Firm Experience Form

**Third Party Environmental Compliance Audit
RFP # V-HQ-23034-S - FIRM EXPERIENCE FORM**

Note: A separate form is to be completed and submitted for each of the requested three (3) contracts.

Proposer: _____

Project Name: _____

Company/Institution Name: _____

Contact Person's Name: _____ Title: _____

Contact Phone Number: _____ Email Address: _____

1. Description of Services Performed:

2. Dates services provided: (Contract start date and contract completion date):

3. Contract/Fee Dollar Value: \$ _____
(If this information is confidential, please indicate a dollar range such as "between \$ _____ and \$ _____").

4. Proposing Firm's role on this project/contract: _____

5. Project Setting (i.e. DMV, etc.): _____

6. Name of key personnel who were assigned and their role (inclusive of proposed sub-contractor, if applicable):

Person's Name	Role on the project

7. Similarities to the MDOT MVA Engagement:

Appendix 6. Key Personnel Form

KEY PERSONNEL FORM – RFP # V-HQ-23034-S
Page 1 of 3

- 1. **PERSON'S NAME:** _____ **OFFEROR:** _____
- 2. **POSITION TO BE ASSIGNED:** _____
- 3. **EDUCATIONAL BACKGROUND:**

Association/Institution	License/Certification/Degree	Date Earned (Month/Year)

- 4. **EMPLOYMENT HISTORY:** If the person has more than 3 employers, please attach additional pages to this form and indicate on this form to "See Attached Pages".

CURRENT EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION(S) HELD: _____

DURATION BY MONTH/YEAR: _____

PRIOR EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION(S) HELD: _____

DURATION BY MONTH/YEAR: _____

PRIOR EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION(S) HELD: _____

DURATION BY MONTH/YEAR: _____

APPENDIX A
KEY PERSONNEL FORM – RFP # V-HQ-21013-IT
Page 2 of 3

PERSON'S NAME: _____ OFFEROR: _____

5. CONTRACT EXPERIENCE/REFERENCES:

CONTACT PERSON: _____

TELEPHONE #: _____ EMAIL ADDRESS: _____

COMPANY NAME:

CONTRACT PERIOD (MONTH/YEAR): START: _____ END: _____

POSITION: _____

DESCRIPTION OF SERVICES PROVIDED

CONTACT PERSON: _____

TELEPHONE #: _____ EMAIL ADDRESS: _____

COMPANY NAME:

CONTRACT PERIOD (MONTH/YEAR): START: _____ END: _____

POSITION: _____

DESCRIPTION OF SERVICES PROVIDED

APPENDIX A
KEY PERSONNEL FORM – RFP # V-HQ-21013-IT
Page 3 of 3

PERSON'S NAME: _____ OFFEROR: _____

CONTACT PERSON: _____

TELEPHONE #: _____ EMAIL ADDRESS: _____

COMPANY NAME:

CONTRACT PERIOD (MONTH/YEAR): START: _____ END: _____

POSITION: _____

DESCRIPTION OF SERVICES PROVIDED

END OF KEY PERSONNEL FORM