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MARYLAND STATE TREASURER'S OFFICE

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

**REQUEST FOR PROPOSALS (RFP)
FOR
INSURANCE BROKER SERVICES FOR
TRAVEL/ACCIDENT AND ATHLETIC PARTICIPANTS COVERAGES
RFP #TAAP - 07092024**

ISSUE DATE: JULY 9TH 2024

NOTICES:

STO strongly encourages MBE participation in all its solicitations, especially when there is/are no stated goal(s). To the extent that MBEs employed in this industry are interested but are not fully qualified to respond, please contact the Procurement Officer listed on the Key Information Summary Sheet for further information.

A Prospective Offeror that has received this document from a source other than eMaryland Marketplace Advantage (eMMA) <https://procurement.maryland.gov> should register on eMMA. See **Section 4.2.**

STATE OF MARYLAND

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 this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Title: Insurance Broker Services for Travel/Accident and Athletic Participants Coverages
RFP #: TAAP - 07092024

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: _____

KEY INFORMATION SUMMARY SHEET

Request for Proposals	Insurance Broker Services for Travel/Accident and Athletic Participants Coverages
Solicitation Number:	RFP #TAAP – 07092024
RFP Issue Date:	July 9th 2024
RFP Issuing Office:	State Treasurer’s Office (“STO” or the "Office")
Procurement Officer: e-mail: Office Phone:	Kris Chewlin Louis L. Goldstein Treasury Building 80 Calvert Street, Room 109 Annapolis, Maryland 21401 kchewlin@treasurer.state.md.us [410-260-7428]
Proposals are to be sent to:	eMMA Portal or via Mail or Hand Delivery
Questions Due Date and Time	July 18th 2024 by [2.00] p.m. Local time
Proposal Due (Closing) Date and Time:	July 30th 2024 by [2.00] p.m. Local time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).
Oral Presentations, if any	Oral Presentations are not being held
MBE Subcontracting Goal:	15%
Contract Type:	Fixed Fee
Contract Duration:	Five (5) year base period with two (2) one-year option periods

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

As part of the determination to be considered reasonably susceptible of being selected for award, the Offeror must document in its Proposal that, within the last seven (7) years, the following Minimum Qualifications have been met:

- 1.1.1** The Offeror shall have a designated employee to handle STO coverage that has a minimum of 10 years of experience in each of the relevant commercial coverages (i.e. Travel/Accident and Athletic Participants Coverages, as applicable).

**Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal three or more references within the past seven years that are able to collectively attest to the Offeror's required years of experience in providing Travel/Accident and Athletic Participants Coverages.*

- 1.1.2** All insurance companies for which coverage is placed under the contract and for offeror's own insurance coverage shall have an A.M. Best rating of "A-" or better.
- 1.1.3** They have and will maintain all necessary permits and licenses required by local, State and/or federal laws.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

The Office is issuing this Request for Proposals (RFP) to select one insurance broker to represent the State's insurance needs in the areas of Blanket Travel/Accident and Athletic Participants Accident Coverages. The selected insurance broker will market, manage and service the existing coverages, as well as any coverages added in the future, present the Office with competitive quotes and recommendations, place the coverage, and service the coverage each year. This will include any related coverage additions and services or replacements thereto. Related coverages and services may be added at any time during the Contract period.

It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State.

The Office will award one contract from this RFP. See RFP Section 4.9 (Award Basis) for more Contract award information.

An Offeror, either directly or through its subcontractor(s), must be able to provide the services and meet the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation.

2.2 Insurance Broker Services

With respect to the coverages identified below for Blanket Travel/Accident and Athletic Participants Accident coverages, (Sections 2.5 – 2.6), as well as any related coverages requested by the Office to be added in the future, the selected insurance broker shall be responsible for providing the following services to the office:

- 2.2.1 Market and obtain quotations for each policy, reporting on an insurer's financial status, and place and service the desired insurance coverages.
- 2.2.2 Provide carrier loss runs for a minimum of five years at least 90 days before expiration of each coverage, including any prior year with open losses. If for any reason a carrier will not provide this information, the broker must submit a written explanation to the Office's Director of Insurance explaining why loss runs cannot be supplied and request an exception to this requirement. The Office may change the loss frequency at its discretion, at any time. Where possible, loss runs should be provided in Excel format. If HIPPA prohibits detailed loss runs, the carrier or broker will continue to provide the information without claimant names but shall contain number of claims; paid, reserved, and incurred dollars.
- 2.2.3 Act as an advocate for the Office with regard to communication with the insurers, intermediaries, and any subcontractors to negotiate and obtain the lowest possible fees.
- 2.2.4 Offer creative solutions and innovative suggestions for the Office to consider.
- 2.2.5 Review and verify insurance documents received from insurers for accuracy, requesting any necessary revisions, and ensure receipt of revisions from the insurance company.
- 2.2.6 Act as a liaison with insurers on loss control inspections and recommendations, if any.
- 2.2.7 Provide an electronic copy of all policies. All coverages placed with multiple layers must include an Excel graphic display of the placement showing carriers, limits, and premiums per layer.
- 2.2.8 Obtain policy endorsements as requested. The Office needs an electronic copy provided by either carrier or broker.
- 2.2.9 Prepare and mail original certificates of insurance and provide electronic copies to the Office and the applicable State agency as requested.
- 2.2.10 Assist the Office if it requests that other related coverages be added during the term of the Contract. The Office will not be charged an insurance broker services fee for quotes for new coverage unless and until the coverage is purchased. If a renewal quote is offered and a decision is made not to renew the coverage for any reason, no insurance broker fee will be paid. This is an unusual occurrence.
- 2.2.11 Develop a strategy for upcoming renewals to be presented in writing to the Office a minimum of 120 days before expiration. Include and identify any intended intermediaries (who will be considered subcontractors under the Contract) used in the quote process and disclose, where available, the full commission rate and the anticipated negotiated rate of commission. When commission rates are not available, the insurance broker must provide an explanation to the State for the reason the commission rate is not available.

- 2.2.12 Notify the Office 120 days prior to the renewal strategy presentation date whether a State generated loss history is required for the renewal. This request should include all necessary data required to complete the renewal strategy.
- 2.2.13 Coordinate the collection of underwriting data for the policies placed on behalf of the State, including complete loss statistics and other underwriting data. The loss data should include a brief description of losses valued over \$25,000.
- 2.2.14 Provide renewal quotes on all policies 30 days before expiration as available. All quotes must include the insurance broker's recommendation including the supporting reasons for that recommendation. Where there are an adequate number of markets to do so, provide multiple quotes (a minimum of two, but three preferred) for competitive purposes. In the event this requirement is not possible or recommended, the insurance broker must submit a letter of explanation/recommendation to the Office's Director of Insurance at least 90 days before the policy expires to obtain acceptance or denial of the recommendation. For those carriers who decline to offer a quote on coverage, a copy of the declination from the carrier indicating why they chose not to quote is required.
- 2.2.15 Consider all qualified carriers for quotes. Carriers may contact the insurance broker to quote on a coverage. The insurance broker must document all contacts from qualified and non-qualified carriers and must provide information to the Office on the results.
- 2.2.16 Provide risk management and professional services directly or indirectly, and other recommendations as requested by the Office, including, but not limited to, minimizing loss potential, and transfer of risk techniques, if applicable.
- 2.2.17 Provide detailed rating worksheets on insurance proposals as requested by the Office with either a full set or a sampling that reflects the pricing detail used is required.
- 2.2.18 Assist the Office with training classes for State agency personnel as needed.
- 2.2.19 Provide periodic benchmarking information on limits, deductibles, and coverages as requested by the Office.
- 2.2.20 Offer guidance on State Agency RFP insurance requirements as requested by the Office.
- 2.2.21 Disclose coverage additions and coverage restrictions on all renewal quotes.
- 2.2.22 Provide answers to the Office and obtain clarification from insurers, underwriters or adjusters regarding coverage or claims questions.
- 2.2.23 Provide a Binder of Insurance prior to the effective date of the coverage for all policies.
- 2.2.24 Provide renewal premium and broker fee invoices in a timely fashion, preferably on or before coverage is effective.
- 2.2.25 Provide a commercial claim reporting process within fifteen (15) days of binding, which includes but is not limited to, the parties to which claims should be reported, their respective company/carrier and position, those parties' contact information, including email addresses, and the format and required information for the claims report.
- 2.2.26 Provide a chart (preferably in Excel) in each renewal proposal to exhibit expiring coverages, limits, deductibles, rate, and premiums as compared with all renewal quotes offered.

2.3 Auditing

Offeror must have its financial statements audited annually by an independent certified public accounting firm and receive an unqualified opinion from the Auditor. Upon request, over the term of the Contract, Offeror must provide the Office with current audited financial statements. At the Office's discretion the State may audit or subcontract an audit of Offeror's processing procedures to ensure contract compliance.

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2.4 Order of Precedence

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

- 1) The executed Contract;
- 2) The RFP; and
- 3) The Offeror's proposal

The Office will not accept any modifications to the order of precedence provision of this solicitation.

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2.5 TRAVEL/ACCIDENT - COVERAGES REQUIRED

2.5.1 Blanket Travel/Accident Coverage Effective July 1, 2026

Named Insureds:
 State of Maryland

Scope of Operations:
 State employees occasionally travel within the scope of their employment and this policy is purchased for that exposure due to the requirement noted in COMAR 23.02.01.09.

The State employee is covered on a 24 hour basis while riding as a passenger in or on (including getting in or out of, or on or off of) any land or water transportation, civilian or military air transport aircraft, or by being struck by any aircraft and/or watercraft. Coverage shall be provided for employee exposures only while within the scope of their employment.

Previous Carriers and Losses Incurred:

<u>Policy Period</u>	<u>Carrier</u>	<u>Incurred Losses</u>
7/1/2023-2026	Chubb/ACE American Ins. Co.	\$0
7/1/2020-2023	Chubb/Federal Insurance Co.	\$0

Summary of Required Coverage and Limits:

Class 1 – All State Personnel as defined in the Maryland Tort Claims Act, Maryland State Government Code Ann 12-101, et seq. as amended, for Business Travel including Limited Personal Deviation.

\$ 200,000	Principal Sum – Class 1
\$ 2,500,000	Aggregate Limit per Accident
\$ 10,000	Emergency Medical Benefits
\$ 100,000	Security Evacuation Expense Benefit Maximum
\$ 500,000	Security Evacuation Aggregate Limit per Occurrence

Other Coverages:

Included	War Risk Benefit
Included	Repatriation Expense

2.6 ATHLETIC PARTICIPANTS – COVERAGES REQUIRED

2.6.1 Athletic Participants Coverage (Basic) Effective August 1, 2025

Scope of Operations:
 This coverage is to provide basic athletic accident coverage on an excess basis for students on an NCAA team taking part in the following:

1. A regularly scheduled athletic game or competition;
2. A practice session for an athletic team;
3. A prescribed activity or routine (such as off-season conditioning training); and
4. Traveling to or from such a game, competition or practice session.

The National Collegiate Athletic Association (NCAA) provides catastrophic coverage for NCAA schools and sports. The amount of basic coverage to be purchased is determined by the amount of the NCAA catastrophic coverage deductible. Exceptions are set forth below for the Baltimore City Community College (BCCC) and St. Mary’s College of Maryland (SMCM) which are not NCAA schools and/or have non-NCAA sports.

Previous Carriers and Losses Incurred:

<u>Policy Period</u>	<u>Carrier</u>	<u>Incurred Losses</u>
8/1/2023-2024	QBE/A.G. Administrators	TBA
8/1/2022-2023	QBE/A.G. Administrators	\$259,807.00
8/1/2021-2022	QBE/A.G. Administrators	\$837,362.48
8/1/2020-2021	QBE/A.G. Administrators	\$532,759.30

Summary of Current Coverage and Limits:

\$ 90,000	Excess Medical Expense except:
\$ 25,000	Baltimore City Community College, and
\$ 25,000	St. Mary's College of Maryland (sailing)
\$ 90,000	St. Mary's College of Maryland (baseball, crew, cross country, lacrosse, soccer, swimming, tennis, track and field, volleyball)
\$ 10,000	Accidental Death & Dismemberment

Deductible: Varies by Institution

**2.6.2 Athletic Participants Coverage for Baltimore City Community College (Catastrophic)
Effective August 1, 2025**

Named Insureds:

State of Maryland;
Baltimore City Community
College (BCCC)

Scope of Operations:

BCCC's athletic program includes basketball, cross country and volleyball. BCCC is not an NCAA member and cannot participate in the NCAA catastrophic coverage. Catastrophic coverage is purchased above the \$25,000 Basic coverage in Section 2.6.1.

Previous Carriers and Losses Incurred:

<u>Policy Period</u>	<u>Carrier</u>	<u>Incurred Losses</u>
8/1/2023-24	National Union Fire Ins. Co.	\$0
8/1/2022-23	National Union Fire Ins. Co.	\$0
8/1/2021-22	National Union Fire Ins. Co.	\$0
8/1/2020-21	National Union Fire Ins. Co.	\$0

Summary of Crime Coverage and Limits:

\$ 5,000,000	Aggregate Limit
\$ 10,000	Accidental Death & Dismemberment

Deductible: \$25,000

**2.6.3 Athletic Participants Coverage for St. Mary's College of Maryland (Catastrophic)
Effective August 1, 2025**

Named Insureds:

State of Maryland;
St. Mary's College of Maryland
(SMCM)

Scope of Operations:

Sailing is a varsity sport at SMCM. This policy only covers sailing which the NCAA catastrophic coverage does not include. The sailing team typically practices afternoons and competes on weekends during the fall and spring seasons. SMCM typically sails at Horseshoe Bend on the St. Mary's River for practice and home events.

Previous Carriers and Losses Incurred:

<u>Policy Period</u>	<u>Carrier</u>	<u>Incurred Losses</u>
8/1/2023-2024	Mutual of Omaha	\$0
8/1/2022-2023	Mutual of Omaha	\$0
8/1/2021-2022	Mutual of Omaha	\$0
8/1/2020-2021	Mutual of Omaha	\$0

Summary of Crime Coverage and Limits:

\$ 5,000,000	Aggregate Limit
\$ 10,000	Accidental Death & Dismemberment

Deductible: \$25,000

2.6.4 General Terms for All Policies

1. Policy Cancellation: 90-day notice to the policyholder
2. The policy and any endorsement may not be modified except by mutual agreement and written instrument.

2.7 Term

The term for the Contract for Insurance Broker Services for Travel/Accident and Athletic Participants Coverages will be November 1, 2024 through November 1, 2029, with up to two consecutive one-year renewal options on the contract to be exercised at the sole discretion of the Treasurer or the Treasurer’s designee. Insurance Broker Services provided under each Contract shall continue for any renewal policy in process or placed within the term of the Contract until the expiration of the policy.

2.8 Compensation

For each policy obtained on behalf of the State by the selected Offeror, the Office shall pay to the selected Offeror the insurance broker services fee for that policy as well as the premiums relating to any coverage, no later than 30 days after receipt by the Office of an original invoice from the Offeror. For existing policies, the broker services fee shall be as specified in the Contract (or in the case of any multi-year policy, one broker services fee will apply for the entire coverage term and invoiced only at inception). For new or added policies, the Offeror agrees to negotiate with the Office in good faith to determine a reasonable broker services fee for such policy to be in effect for the remainder of the Contract term.

Generally, the Contractor will be responsible for submitting invoices for payment of broker services fees and premiums; however, in certain limited circumstances when payment of premiums may not be made directly to Contractor in order to comply with certain regulatory requirements, invoices for premiums may be submitted by a subcontractor approved by the Office. Approved subcontractors to whom such payment must be made directly will typically be intermediaries operating in foreign countries and are sometimes referred to as “Billing Subcontractors.” All Billing Subcontractors must be identified on Exhibit G to the Contract (**Attachment G to the RFP**), which may be amended from time to time. In all cases, properly submitted invoices will be paid within 30 days of receipt by the Office.

Each invoice for services rendered and/or for premiums to be paid must reflect the federal tax identification number of the Contractor or approved Billing Subcontractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

The insurance broker services fees specified in the Contract (or negotiated for multi-year, new or added policies) and/or premiums are paid directly to the Contractor, must agree to return to the State of Maryland, within 30 days of receipt, any and all commission income, overrides, contingencies, or bonuses earned as a result of the State’s coverage(s). If for any reason a policy cannot be written net of commission any earned commission, in excess of the insurance broker fee will, be returned to the State. Notwithstanding anything to the contrary contained in the RFP or Contractor’s Price Proposal, in the event that payment of a premium is made to a Billing Subcontractor instead of the Contractor in order ensure compliance with regulatory requirements, the Contractor shall not be obligated to return to the State any commission that is paid to such Billing Subcontractor.

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

By submitting a response to this solicitation, the Offeror agrees to accept any payments from the State by electronic funds transfer unless the State Comptroller's Office grants an exemption. See **Section 4.23** "Payments by Electronic Funds Transfer" or additional information. Any approved Billing Subcontractor to whom direct payment of premiums may be made must also comply with these requirements. In order to ensure uninterrupted and timely processing of invoices to avoid any "Non-Renewal" of policies related to this Contract, the Contractor agrees to submit the most current EFT Registration Request Form at least 90 days in advance of the invoice due date.

2.9. Staffing Requirements

The Office expects that personnel will be assigned to the account as described in **Section 3.6** and the Offeror's Technical Proposal. If one or more of the proposed personnel become unavailable for continuation of the work assignment, the Contractor shall replace said individual(s) with personnel of substantially equal ability and qualifications. However, any changes to designated personnel will require the prior written approval of the Office.

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3 Contractor Requirements: General

3.1 End of Contract Transition

At the end of the Contract term, the Contractor shall continue to perform any contract services that were in process on the expiration date of the Contract and shall receive the payment specified in the Contract for such services. The Contractor shall also assist the Office during any transition period to a new contractor and provide all necessary information and data to any subsequent contractor engaged to perform the services described in this RFP.

3.2 Invoicing

3.2.1 General

- A. The Contractor shall e-mail and send by First Class Mail the original of each invoice and signed authorization to invoice to the Contract Monitor and the STO Accounting Department at e-mail address: STOaccountspayable@treasurer.state.md.us and mail at 80 Calvert Street, Room 109, Annapolis, Maryland 21401 Attn: Accounts Payable.
- 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) Goods or services provided;
 - 9) Amount due; and
 - 10) Any additional documentation required by regulation or the Contract.
- D. The Office reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Office 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.
- E. Any action on the part of the Office, 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.
- F. 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.
- G. 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.

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

- 1) The amount invoiced is inconsistent with the Contract;
- 2) The proper invoice has not been received by the party or office specified in the Contract;
- 3) The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- 4) The item or services have not been accepted;

3.2.3 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.3 Disaster Recovery and Data

The following requirements apply to the Contract:

3.3.1 Redundancy, Data Backup and Disaster Recovery

3.3.1.1 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.

3.3.1.2 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 by not limited to, disruption to information technology systems), however caused.

3.3.1.3 Notify the appropriate State-identified contact immediately of an event.

3.3.1.4 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.

3.3.2 Data Ownership and Access

3.3.2.1 Data, databases and derived data products created, collected, manipulated, or directly purchased as part of an 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.

3.3.2.2 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.

3.3.2.3 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.

3.4 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 with limit of one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars (\$3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- B. Professional Errors and Omissions/Professional Liability with a limit of at least ten million dollars (\$10,000,000).
- C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of one million dollars (\$1,000,000) per loss. The State of Maryland and the Office shall be added as a "loss payee."
- D. Cyber Security / Network Security / Privacy Liability / Data Breach Insurance with limit of ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State's claimants or employers is processed or stored.

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 and cyber policies, excluding errors and omissions/professional liability.

- 3.4.3** All insurance policies shall be endorsed to include a clause requiring the insurance carrier and Contractor to provide the Procurement Officer and Contract Monitor, by certified mail, not less than 90 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer and Contractor Monitor 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 Security Requirements

3.5.1 Data Protection and Controls

Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.

- 1) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization Security Measures.
- 2) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
- 3) For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
- 4) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
- 5) Ensure system and network environments are separated by properly configured and updated firewalls.
- 6) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
- 7) Ensure State data is not processed, transferred, or stored outside of the United States ("U.S."). The Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.

3.5.2 Security Incident Response

The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.5.3 Data Breach Responsibilities

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
- 1) Notify the appropriate State-identified contact immediately upon suspicion of a breach;
 - 2) Cooperate with the State to investigate and resolve the data breach;
 - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

3.5.4 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.

3.6 Experience and Personnel

3.6.1 Key Personnel

- A. Identify professional staff that will be assigned to this account, their availability to work on the account, their roles and responsibilities, their participation with any of the responsibilities, and their expertise in the relevant coverage.
- B. Provide information on how you expect to assign the insurance broker services listed in **Section 2.2** to the firm's personnel assigned to the Contract, and to the MBE firms, if any, which will be providing services.

3.6.2 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**):

- A. Demonstrated knowledge of Travel/Accident and Athletic Participants Coverages which will be verified via submitted references.
- B. Prior senior level experience providing Travel/Accident and Athletic Participant insurance broker services for a minimum of 10 years.
- C. Confirmation the broker has and will maintain all necessary permits and licenses required by local, State, and Federal laws.

3.7 Substitution of Personnel

The following provisions apply to Contractor Personnel substitutions.

3.7.1 Definitions

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

- 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. Upon request by the Contract Monitor, the Contractor shall provide 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;
 - 3) The official resume of the current personnel; and
 - 4) Evidence of any required credentials.

3.7.2 Insurance Market Contact

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

3.8 Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal (see **Section 4.25**), the Contractor shall:

- A. Submit the following reports by the 10th of each month to the Contract Monitor and the STO's MBE Liaison Officer:
 - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- B. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 10th of each month to the Contract Monitor and the Office's MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- C. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- E. Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

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4 Procurement Instructions

4.1 Pre-Proposal Conference

This procurement does not require a pre-proposal conference.

4.2 eMaryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. The RFP, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.

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 shall be identified by the Title: **QUESTIONS - RFP #TAAP – 07092024** and shall be submitted in writing via e-mail to the Procurement Officer at: Kchewlin@treasurer.state.md.us no later than the date and time specified on the Key Information Summary Sheet. PLEASE IDENTIFY THE PARTICULAR RFP SECTION AND RFP PAGE NUMBER IN THE QUESTION (if applicable).
- 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.

4.4 Procurement Method

The Office will conduct this solicitation in accordance with the competitive sealed proposals process under COMAR 21.05.03.

4.5 Proposal Due (Closing) Date and Time

- 4.5.1 The Proposals 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 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.
- 4.5.5 Proposals may not be submitted by email or facsimile.
- 4.5.6 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

The Office will not accept multiple or alternative proposals.

4.7 Economy of Preparation

Proposals should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's proposal for meeting the requirements of this procurement.

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 5.3.1.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 submitting the Proposal that has been determined to be the most advantageous to the State, considering evaluation factors and price set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP Section 6 for further award information.

4.10 Oral Presentation

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

4.11 Duration of Proposal

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

4.12 Revisions to the RFP

- 4.12.1 If the RFP is revised before the due date for Proposals, STO 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.

4.14 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

All subcontractors, if applicable, shall be identified and complete description of their role relative to the Proposal shall be included in the Offeror's Proposal.

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 F**. 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 Office 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 Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** 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 H** of this RFP. 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 Electronic Procurements Authorized

- 4.24.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Office 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.
- 4.24.2 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.
- 4.24.3 “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.
- 4.24.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP **Section 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) Release of the initial RFP and Any amendments or requests for best and final offers;
 - 2) Pre-Proposal conference documents (if applicable);
 - 3) Questions and responses;
 - 4) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
 - 5) Notices of award selection or non-selection; and
 - 6) The Procurement Officer’s decision on any Proposal protest or Contract claim.
 - B. The Offeror or potential Offeror may use eMMA or e-mail to:
 - 1) Ask questions regarding the solicitation;
 - 2) 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;
 - 3) 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 4.24.5** of this subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- 4.24.5 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. Filing of protests;
 - C. Filing of Contract claims;
 - D. Submission of documents determined by the Office to require original signatures (e.g., Contract execution, Contract modifications); or
 - E. 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.

- 4.24.6 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.

4.25 MBE Participation Goal

An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value for Travel/Accident and Athletic Participants Coverages, including all renewal option terms, if any, has been established for this procurement.

Notwithstanding any subgoals established for this RFP, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises or requests a full or partial waiver of the overall goal and subgoals.

If the Offeror fails to submit a completed Attachment D-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award, unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.

- 4.25.1 Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.
- 4.25.2 Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer.
- A. Outreach Efforts Compliance Statement (**Attachment D-2**);
 - B. MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**); and
 - C. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
 - D. Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
- 4.25.3 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.
- 4.25.4 The Offeror that requested or implied to request a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- 4.25.5 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes.
- 4.25.6 The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – Attachment F, Liquidated Damages for MBE, Section 32.

4.26 Living Wage Requirements

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 received a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.

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 at <http://www.dlrr.state.md.us/labor/prev/livingwage.shtml>

Additional information regarding the State's living wage requirement is contained in **Attachment C**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment C-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.

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.

- 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 (see COMAR 21.11.10.07). In this circumstance, the Contract will be determined to be a Tier 1 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.

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.

4.27 Conflict of Interest Affidavit and Disclosure

4.27.1 The Offeror shall complete and sign the Conflict-of-Interest Affidavit and Disclosure (**Attachment E**) and submit it with its Proposal.

4.27.2 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.

4.27.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

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.

4.28 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://dllr.maryland.gov/paidleave/>.

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5 Proposal Format

5.1 Two Part Submission

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

- Volume I – Technical Proposal
- Volume II – Financial Proposal

5.2 Proposal Delivery and Packaging

5.2.1 Proposals delivered by facsimile and e-mail 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 The Procurement Officer must receive all 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.

5.2.4 Offerors may submit Proposals through eMMA, by hand-carry or by mail as described below to the address provide in the Key Information Sheet.

5.2.4.1 Submitting Proposals through eMMA.

1. The Procurement Officer must receive all electronic Proposal material by the RFP due date and time specified in the Key Information Summary Sheet.
2. Offerors shall provide their Proposals in two separate envelopes through eMMA following the [Quick Reference Guide](#) (“QRG”) labelled “5-eMMA QRG Responding to Solicitations (RFP) for double envelope submission.
3. Two-part (Double Envelope) Submission:
 - A. Technical Proposal consisting of:
 - 1) Technical Proposal in searchable Adobe PDF format; and
 - 2) a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.8**). **PLEASE NOTE THAT IF A REDACTED COPY IS BEING PROVIDED, PLEASE SUBMIT IT AT THE SAME TIME AS THE FULL PROPOSAL. ALTERNATIVELY, IF A REDACTED PROPOSAL IS NOT SUBMITTED, PLEASE INDICATE THAT STO HAS PERMISSION TO RELEASE THE PROPOSAL RECEIVED FOR PIA REQUESTS.**
 - B. Financial Proposal consisting of:
 - 1) Financial Proposal entered into the price forms attached as **Attachments A-1 and A-2** and all supporting material in Adobe.pdf format.

5.2.5 Offerors may submit Proposals by hand-carry or mail as described below to the address provided in the Key Information Summary Sheet.

5.2.5.1 Submitting Proposals by mail, or hand-delivery.

- 1) Any Proposal received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. The State recommends a delivery method for which both the date and time of receipt can be verified.
- 2) For hand-carry, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. Hand-carry includes delivery by commercial carrier acting as agent for the Offeror.
- 3) Offerors shall provide their Proposals in two separately sealed and labeled packages as follows:
 - A. Volume 1 – Technical Proposal consisting of:
 - 1) one (1) original executed Technical Proposal and all supporting material marked and sealed;
 - 2) Five (5) duplicate copies of the above separately marked and sealed;
 - 3) the Technical Proposal in searchable Adobe PDF format; and

- 4) a second searchable Adobe PDF copy of the Technical Proposal with confidential and proprietary information redacted (see **Section 4.8**). **PLEASE NOTE THAT IF A REDACTED COPY IS BEING PROVIDED, PLEASE SUBMIT IT AT THE SAME TIME AS THE FULL PROPOSAL. ALTERNATIVELY, IF A REDACTED PROPOSAL IS NOT SUBMITTED, PLEASE INDICATE THAT STO HAS PERMISSION TO RELEASE THE PROPOSAL RECEIVED FOR PIA REQUESTS.**

B. Volume II – Financial Proposal consisting of:

- 1) one (1) original executed Financial Proposal and all supporting material marked and sealed;
- 2) five (5) duplicate copies of the above separately marked and sealed;
- 3) an Adobe PDF copy of the Financial Proposal;
- 4) include the name, email address, and telephone number of a contact person for the Offeror be included on the outside of the packaging for each volume.

5.3 Volume I – Technical Proposal

The Technical Proposal should be prepared in a clear and concise manner and address all requirements and services set forth in this solicitation. The ideal response would reiterate each subsection and then list the Offeror’s response, item by item so that an evaluator can read the requirement followed by the response.

Note: Include pricing information only in the Financial Proposal (Volume II).

- 5.3.1** The Technical Proposal is to include the following documents in the order specified, and separated by a tab divider as follows:

A. Title Page and Table of Contents

B. Claim of Confidentiality. 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. An explanation for each claim of confidentiality shall be included (see **Section 4.8** “Public Information Act Notice”). 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. Transmittal Letter

The Offeror must include a brief transmittal letter prepared on the Offeror’s business stationery to accompany the original and required copies of the Proposal. The letter must be signed by an individual authorized to bind the selected Offeror to all statements, including services and prices within the Proposals. This letter should acknowledge the receipt of any addenda to the RFP and also indicate that, if selected, the Offeror will execute a contract materially the same as the form of Contract included in the Proposal.

D. Minimum Qualifications and Documentation

1. The Offeror shall specifically and clearly state in its proposal that it meets each Minimum Qualification in **Section 1**.
2. Each Offeror shall provide Professional Errors and Omissions Liability carrier’s current Best’s Rating. If the errors and omissions insurance carrier is Lloyd’s of London or partly Lloyd’s of London, include the Lloyd’s of London syndicate(s) Best Rating also.

E. Personnel

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

1. (i) Identify the individual(s) who will be assigned as the principal broker(s) to the account and define their position(s) with the firm (see **Section 1 and Section 3.6**);

- (ii) How many years' experience does each individual have in providing insurance broker services for the relevant coverage (see **Section 1 and Section 3.6**);
 - (iii) What is availability for each individual to work on this account; and
 - (iv) What is the nature of their expertise and roles with respect to the relevant coverage(s).
2. Identify other personnel that will be assigned to the relevant account, their availability to work on this account, and their expertise in the relevant coverage.
3. In a chart format, indicate how you expect to assign the services listed in Section 2.2 to the firm's personnel assigned to the Contract, and to the MBE firms, if any, which will be providing services.
4. Identify any other personnel that you might propose to be assigned to this account in the event that the individual(s) listed above are not available.
5. Provide resumes of the individuals listed in 5.3.1.E-1 and E-2 (above).

F. Offeror's Insurance Broker Services Experience

1. Provide the name of at least two public entity customers (preferably state), for which your firm has served as a primary insurance broker since January 1, 2019 in each of the relevant coverages and indicate how they are similar to the State of Maryland.
2. For each of the public entity customers listed above, discuss how the experience gained from working for these customers relates to the services requested by the Office. Be sure to indicate any unusual or exceptional problems, conditions, or situations that your firm faced and solved.

G. Offeror's Capabilities

1. Each Offeror shall provide in its proposal confirmation of their ability to perform each of the services listed in **Section 2.2 Insurance Broker Services**.
2. Describe your firm, including when organized, corporate structure, and type of ownership.
3. If the Office will be required to make direct payment of premiums as a result of regulatory requirements to subcontractors, including intermediaries, please describe the regulatory requirements necessitating this arrangement.
4. Provide any further information considered pertinent in describing your firm's capabilities.

H. References

Identify a minimum of three (3) current references (preferably state or other public entity) for Travel/Accident and Athletic Participants Coverages each for which the Offeror provides broker services. References shall include the name of each organization, point of contact, telephone number and email address. Include a brief description of the services rendered for each referenced organization. STO reserves the right to request additional references or utilize references not supplied by the Offeror.

I. Economic Benefit Factors

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.

1. The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;
2. The numbers and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll to which the contractor has committed at both prime, and if applicable, subcontract levels. Do not provide actual dollars for each category. Include percent of the total budget requested;
3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated

personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract. Do not provide actual dollars for each category. Include percent of the total budget requested;

4. Subcontract dollars committed to Maryland small businesses and MBEs. Do not provide actual dollars for each category. Include percent of the total budget requested; and
5. Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

J. Rationale for Appointment

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

K. Insurance Certificate

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in **Section 3.4**.

L. Legal Action Summary

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 (5) years; and 3) a description of any judgments against the Offeror within the past five (5) years including the court, case name, name, complaint number, and a brief description of the final ruling or determination.

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.

5.3.2 Technical Proposal – Required forms and Certifications

The following forms are due with the submission of Offeror's Proposal:

- A. Bid/Proposal Affidavit (Attachment B)
- B. Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (Attachment C-1)
- C. MBE Forms (see Attachment D - Link in Appendix)
- D. Conflict of Interest Affidavit and Disclosure (Attachment E)
- E. Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offerors services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents.

5.4 Volume II – Financial Proposal

The Financial Proposal(s) shall contain all price information in the format specified in the relevant Price Proposal Forms for Insurance Broker Services for Travel/Accident and Athletic Participants Coverages (Attachment A-1). The Offeror shall complete the Financial Proposal Forms only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the STO.

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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.

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

6.2 Technical Proposal Evaluation Criteria

The Evaluation Committee will conduct an initial evaluation of the technical merit of each qualifying proposal based on the information provided in the proposal in response to (Section 5.3). The Evaluation Committee's final technical evaluation may include information obtained during oral presentations, if any.

For the technical evaluation, the Evaluation Committee will take into consideration the following factors listed in the order or relative importance (greatest first):

- 6.2.1 Personnel (See RFP Section 5.3.1.E)
- 6.2.2 Offeror's Insurance Broker Services Experience (See RFP Section 5.3.1.F)
- 6.2.3 Offeror's Qualifications and Capabilities (See RFP Sections 5.3.1.D and 5.3.1.G)
- 6.2.4 Client References (See RFP Section 5.3.1.H)
- 6.2.5 Economic Benefit to State of Maryland (See RFP Section 5.3.1.I)
- 6.2.6 Rationale for Appointment (See RFP Section 5.3.1.J)

6.3 Financial Proposal Evaluation Criteria

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

6.4 Selection Procedures

6.4.1 General

The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. 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.

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.

6.4.2 Selection Process Sequence

- A. 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.
- B. 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.
- C. 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.

6.4.3 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. Contract award, if any, is subject to the approval of the Treasurer or the Treasurer's designee upon the recommendation of the Procurement Officer.

6.5 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.

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Attachment A. Financial Proposal Instructions & Form

Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and Financial Proposal Forms for each coverage have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

Offerors must submit their price proposals on the relevant Price Proposal Form for Insurance Broker Services for:
Travel /Accident and Athletic Participants Coverages (Attachment A-1)

The price proposal(s) must be separately sealed as directed in **Section 5.2**.

- A. All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Fractional prices are not acceptable (e.g., \$24.15333) for each entry on the price proposal form(s). Make your decimal points clear and distinct.
- B. All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C. Every blank in every Financial Proposal Form shall be filled in.
- D. It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F and may cause the Proposal to be rejected.
- E. All data and information included on the price proposal form(s) are for price evaluation purposes. The State reserves the right, at its sole discretion, to purchase more or less, or not to purchase any services for which offers are solicited under this RFP
- F. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

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A-1 Financial Proposal Form

**RFP for Insurance Broker Services for Travel Accident and Athletic Participants Coverages
RFP #TAAP – 07092024**

Firm Name: _____

Address: _____

City, State, Zip: _____

If the coverage is annual, the Insurance broker fee(s) (all inclusive) for insurance broker services for the State of Maryland Travel/Accident and Athletic Participants Coverages are for the initial term and for all subsequent annual terms.

If the coverage is a multi-year, (pre-paid or annual installments) for the State of Maryland Travel/Accident and Athletic Participants Coverages, only **one** insurance broker service fee will apply for that entire coverage term and be invoiced only at inception.

Insurance Broker Services Fee must be provided for each line item coverages listed below.

	Insurance Broker Services Fees	Current Structure
<u>Travel/Accident</u>		
I. Blanket State Employees	\$ _____	Multi-year
<u>Athletic Participants</u>		
I. Athletic Participants (Basic)	\$ _____	Annual
II. Athletic Participants - BCCC (Cat)	\$ _____	Annual
III. Athletic Participants – SMCM (Cat)	\$ _____	Annual

For each policy obtained on behalf of the State under the Contract, the Office shall be responsible for paying the insurance broker services fee listed above as well as the applicable premiums. The insurance broker shall not be entitled to accept any other form of compensation in connection with the services provided under the Contract other than the insurance broker services fees listed above (or as negotiated for multi-year, new or added policies).

When insurance broker services fees specified in the Contract (or as negotiated for multi-year, new or added policies) and/or premiums are paid directly to the Contractor, the insurance broker must agree to return to the State of Maryland, within 30 days of receipt, any and all commission income, overrides, contingencies or bonuses earned as a result of the State’s policy(s). If for any reason a policy for which the premium is paid directly to the Contractor cannot be written net of commission, any earned commission in excess of the insurance broker fee must be returned to the State.

Notwithstanding anything to the contrary contained in this RFP or Contractor’s Price Proposal, in the event that payment of a premium is made to a Billing Subcontractor (as defined in the RFP) instead of the Contractor in order ensure compliance with regulatory requirements, as permitted under the Contract and specified in Appendix A of the Contract, which may be amended, the Contractor shall not be obligated to return to the State any commission that is paid to such Billing Subcontractor.

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

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

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

Signature of Authorized Official

Name and Title of Authorized Official

Date

Attachment B. Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

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

B-2 CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;

- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review; or

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17- 705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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

I FURTHER AFFIRM THAT:

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

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

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

O. ACKNOWLEDGEMENT

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

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

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____
Title

Date: _____
Date

Attachment C. Maryland Living Wage Affidavit of Agreement for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation

plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dlir.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

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C-1 Maryland Living Wage Affidavit of Agreement for Service Contracts

Contract No. _____

Name of Contractor: _____

Address: _____

If the Contract Is Exempt from the Living Wage Law

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

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

If the Contract Is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

Title: _____

Witness Name (Typed or Printed): _____

Witness Signature: _____ Date: _____

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment D. Minority Business Enterprise Forms

This solicitation includes a Minority Business Enterprise (MBE) participation goal for Contract to be awarded for all coverages of 15% with no sub-goals.

All MBE forms must be completed and submitted with Offeror's Proposal.

1. Submit with Proposal:

MBE Forms D-1A (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>)

2. Submit 10 Days after recommended award:

MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>)

Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.

3. Submit as directed in forms:

MBE Forms D-4A, D-4B, D-5 (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>)

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Attachment E. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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

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

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment F. Contract

CONTRACT

THIS CONTRACT (the "Contract") is made this ____ day of _____, 2024 by and between _____ (the "Contractor") and the **MARYLAND STATE TREASURER'S OFFICE**, 80 Calvert Street, Annapolis, Maryland 21401 ("STO" or the "Office"), offices of the **STATE OF MARYLAND** (the "State").

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. Scope of Contract

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

- 1.1 General Services. The Contractor shall provide Insurance Broker Services for Travel/Accident and Athletic Participants Coverages as described in this Contract, which includes the following exhibits:
 - Exhibit A: The RFP for Insurance Broker Services for Travel/Accident and Athletic Participants Coverages RFP #TAAP-07092024 dated July 9th 2024;
 - Exhibit B: The Office's Questions and Answers dated _____;
 - Exhibit C: The Contractor's Technical Proposal dated _____;
 - Exhibit D: The Contractor's Presentation dated _____; and
 - Exhibit E: The Contractor's Financial Proposal dated _____.
 - Exhibit F: Bid/Proposal Affidavit and Contract Affidavit; and
 - Exhibit G: Approved Billing Subcontractors/Intermediaries as completed and signed.
- 1.2 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, Exhibit A shall control.
- 1.3 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.
- 1.4 Without limiting the rights of the Procurement Officer under Section 1.2 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.

2. Period of Performance

- 2.1 The term of this Contract begins on the date the Contract is signed by STO and shall continue until November 1, 2029 ("Initial Term"). Insurance Broker services shall continue for any policy placed within the term of the Contract until the expiration of that policy.
- 2.2 In its sole discretion the Treasurer or the Treasurer's Designee shall have the unilateral right to extend the Contract for two (2) successive one (1) year renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 2.3 The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 2.4 Insurance Broker Services shall continue for any Coverages placed within the term of the Contract until the expiration of those Coverages and all of the provisions of this Contract shall continue to apply with respect to the Broker Services relating to such coverages.
- 2.5 After the end of the Contract term, should a new contract be awarded to a contractor other than the incumbent, the Contract shall be deemed to be extended, Contractor shall continue to perform

Contract services, and Contractor shall continue to receive the compensation specified in the Contract for such services, until such time as the transition to the new contractor is complete. Contractor shall cooperate and the Office during any transition period to a new contractor and provide all necessary information and data to any subsequent contractor.

- 2.5 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; and liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.
- 2.6 The provisions of Sections 4 (Ownership of Documents and Materials), 6 (Patents, Copyrights and Trade Secrets), 9 (Liability), 11 (Disputes), 12 (Maryland Law Prevails), and 23 (Retention of Records/Audit) of this Contract shall survive termination of this Contract for any reason.

3. Consideration and Payment

- 3.1 Contractor shall charge only the fees as set forth in Contractor's Price Proposal [Best and Final Offer] as attached hereto as Exhibit ____, which shall not be adjusted during the term of the Contract including any renewal option periods. Further, the Office shall be responsible for paying the premiums relating to any coverage placed under the Contract.
- 3.2 Notwithstanding anything to the contrary contained in the RFP or Contractor's Price Proposal [Best and Final], in the event that payment of a premium is required to be made directly to a Billing Subcontractor (as defined below) instead of the Contractor in order ensure compliance with regulatory requirements, the Contractor shall not be obligated to return to the State any commission that is paid to Billing Subcontractor.
- 3.3 Except as provided in Section 3.6 (below), payments to the Contractor pursuant to this Contract will be made no later than 30 days after receipt by the Office's Accounts Payable Division of a properly payable invoice, as described below. The Office may be required to pay policy premiums in less than 30 days from the receipt of an invoice in order to comply with coverage dates.
- 3.4 Generally, the Contractor will submit invoices for payment of broker services fees and premiums to the Office for payment to the Contractor; however, where applicable regulatory requirements necessitate direct payment of premiums to any Subcontractor(s) identified on Exhibit G (each, a "Billing Subcontractor"), Billing Subcontractor will submit an invoice to the Office for payment to Billing Subcontractor. Contractor agrees that payment by the Office of any invoice for premiums submitted to the Office by a Billing Subcontractor shall relieve Office from any obligation or liability to the Contractor for premiums referenced on such invoice. Further, Contractor agrees to release, indemnify, defend and hold harmless the State against any claims, expenses or losses arising out of the Office's payment of such invoice to Billing Subcontractor.
- 3.5. All invoices submitted for payment must clearly indicate the specific type of service provided and reflect the federal tax identification number of the party submitting the invoice for payment. The Contractor's federal tax identification number is _____ and shall clearly indicate the specific type of service provided. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. The federal tax identification numbers of each of the Billing Subcontractors, if any, are listed on Exhibit G. In order to ensure uninterrupted and timely processing of invoices to avoid any "Non-Renewal" of policies related to this Contract, the Contractor agrees to submit the most current EFT Registration Request Form at least 90 days in advance of the invoice due date.
- 3.6 Payments to the Contractor may be withheld, without interest or penalty, when in the sole discretion of the State Treasurer, the Contractor's performance of any of the services under this Contract is unsatisfactory or does not meet generally accepted industry standards. Notice of such withholding of payment and the reasons therefore shall be promptly provided to the Contractor, who shall be afforded an opportunity to cure any performance deficiencies.
- 3.7 All invoices for goods and services shall be submitted to:

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

Email: STOaccountspayable@treasurer.state.md.us

3.8 Invoices must be submitted either:

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

4. Ownership of Documents and Materials

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

5. Exclusive Use

- 5.1 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.
- 5.2 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 STO or developed by Contractor relating to the Contract, except as provided for in Section 7. Confidential or Proprietary Information and Documentation.

6. Patents, Copyrights, and Trade Secrets

- 6.1 If the Contractor furnishes any design, device, material, process or other item, which is covered by a patent, or copyright or which is proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.
- 6.2 Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 6.3. below.
- 6.3. If any product(s) furnished by Contractor become, or in Contractor's opinion are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the State the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

7. Confidential or Proprietary Information and Documentation

- 7.1 Subject to the Maryland Public Information Act and any other applicable laws, 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.
- 7.2 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.

8. Loss of Data

In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error, negligence, or willful act or omission of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for restoring or recreating such lost data or records in the manner and on the schedule set by the Contract Monitor.

9. Liability

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

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

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

10. Indemnification

- 10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.
- 10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.
- 10.3 The State of Maryland has no obligation 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 by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of/or relating to the Contractor's performance under this Contract.
- 10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 10.6 This Section 10 shall survive termination of this Contract.

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.

13. Maryland Law Prevails

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

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 agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

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 rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

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 Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its work 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 the State Finance and Procurement Article Section 13-221, Annotated Code of Maryland. That section requires a business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

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/Audit

The Contractor [and subcontractors] shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder, or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times.

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

26. Cost and Price Certification

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

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

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

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

27. 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.

28. Commercial Nondiscrimination

28.1 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.

28.2 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.

29. 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, STO may withhold payment of any invoice or retainage. The STO may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

30. 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 STO does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

31. Contract Monitor and Procurement Officer

- 31.1 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, 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 STO may change the Contract Monitor at any time by written notice to the Contractor.
- 31.2 The Procurement Officer has responsibilities as detailed in the Contract and is the only State representative who can authorize changes to the Contract. The STO may change the Procurement Officer at any time by written notice to the Contractor.

32. 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:

Joyce Miller, Director, Insurance Division
Maryland State Treasurer's Office
80 Calvert Street, Room 442
Annapolis, MD 21401
Phone Number: (410)260-7929
E-Mail: jmiller@treasurer.state.md.us

With a copy to:

Kris Chewlin, Procurement Officer
Maryland State Treasurer's Office
80 Calvert Street, Room 109
Annapolis, Maryland 21401
Phone Number: (410)260-7428
E-Mail: kchewlin@treasurer.state.md.us

If to the Contractor:

(Contractor's Name)
(Contractor's primary address)
Attn: _____

33. Liquidated Damages for MBE

- 33.1 The Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
- 33.2 Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.
- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$29.00 per day until the monthly report is submitted as required.
 - (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$29.00 per MBE subcontractor.
 - (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE

participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.

- (d) Failure to meet the Contractor’s total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$29.00 per day until the undisputed amount due to the MBE subcontractor is paid.

33.3 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

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

ATTEST:

[Contractor]

By: _____

WITNESS:

MARYLAND STATE TREASURER’S OFFICE

By: _____

Jonathan D. Martin
Chief Deputy Treasurer

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

David P. Chaisson
Assistant Attorney General

Attachment G. Billing Subcontractors

Exhibit G to Contract for Insurance Broker Services for Travel/Accident and Athletic Participants Coverages, RFP #TAAP - 07092024

Billing Subcontractors

Contractor has requested and the Office has approved the following subcontractors to be used in providing services under the Contract that are Billing Subcontractors under Section 3.4 of the Contract.

Legal Name of Billing Subcontractor(s)	Federal Tax Identification Number

With respect to each of the Billing Subcontractors, Contractor makes the following representations:

(a) The Billing Subcontractor is designated as such solely as a result of regulatory requirements that prohibit Contractor from receiving payment of premiums for coverages placed under the Contract. To the extent that premiums earned as a result of Billing Subcontractor's efforts may legally be paid to Contractor, Billing Subcontractor will not submit invoices to the Office for payment. In no event will Billing Subcontractor submit invoices to the Office for broker services fees.

(b) The Billing Subcontractor shall accept any payments from the State by electronic funds transfer unless the State Comptroller's Office grants an exemption, and the Billing Subcontractor has registered or requested and received an exemption using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

SIGNATURE PAGE FOLLOWS

ATTEST:

[Contractor's Legal Name]

By: _____
[Signatory]
[Title]

WITNESS:

MARYLAND STATE TREASURER'S OFFICE

By: _____
Jonathan D. Martin
Chief Deputy Treasurer

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

Assistant Attorney General

Date: _____

Attachment H. Contract Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number: _____

Address: _____

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

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the 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.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will 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.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
- (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial

measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

M. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

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

(signature of Authorized Representative and Affiant)