

**INVITATION FOR BIDS
ON-LINE JOB POSTINGS AND
EMPLOYMENT ADVERTISING**

PROJECT NUMBER: 050B0400003



**DEPARTMENT OF
BUDGET AND MANAGEMENT**

**OFFICE OF PERSONNEL SERVICES AND BENEFITS
RECRUITMENT AND EXAMINATION DIVISION**

Division of Procurement Policy & Administration
45 Calvert Street
Annapolis, MD 21401

Issue Date: April 16, 2010

Prospective Bidders who have received this document from the Department of Budget and Management web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure the receipt of any changes or additional materials related to this solicitation, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the solicitation or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

STATE OF MARYLAND

NOTICE TO VENDORS/CONTRACTORS

In order to help us improve the quality of State bid solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid. If you have chosen not to bid on this contract, please fax or mail this completed form to: 410-974-3274 (Attention: Jamie Tomaszewski), Department of Budget and Management, 45 Calvert Street, Room 134, Annapolis, MD 21401.

Title: On-Line Job Postings and Employment Advertising; Project Number: 050B0400003

1. If you have responded with a "No bid", please indicate the reason(s) below:
 - Other commitments preclude our participation at this time.
 - The subject of the Contract is not something we normally provide.
 - We are inexperienced in the work/commodities required.
 - Specifications are unclear, too restrictive, etc. (Please Explain in Remarks Section)
 - The scope of work is beyond our current capacity.
 - Doing business with Government is simply too complicated. (Please Explain in Remarks Section)
 - We cannot be competitive. (Explain in Remarks Section)
 - Time allotted for bid is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are prohibitive.(Explain in Remarks Section)
 - Bid requirements (other than specifications) are unreasonable or too risky. (Explain in Remarks Section)
 - MBE requirements (Explain in REMARKS section.).
 - Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Explain in Remarks Section)
 - Payment schedule too slow.
 - Other: _____

2. If you have submitted a bid, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date _____
Contact Person: _____ Phone (____) _____ - _____
Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

DEPARTMENT OF BUDGET AND MANAGEMENT

ON-LINE JOB POSTINGS AND EMPLOYMENT ADVERTISING

PROJECT NUMBER: 050B0400003

IFB Issue Date: April 16, 2010

IFB Issuing Office: Department of Budget and Management
Office of Personnel Services and Benefits,
Recruitment & Examination Division

Procurement Officer: Jamie Tomaszewski
Office Phone: (410) 260-7386
Fax: (410) 974-3274
E-mail: jtomasze@dbm.state.md.us

Bids are to be sent to: Jamie Tomaszewski
Department of Budget and Management
Division of Procurement Policy & Administration
45 Calvert Street, Room 134
Annapolis, MD 21401

Pre-Bid Conference: April 29, 2010 @ 11:00 AM Local Time
Department of Budget and Management
45 Calvert Street, Room 164
Annapolis, MD 21401

Closing Date and Time: June 8, 2010 @ 2:00 PM Local Time

Bid Opening: June 8, 2010 @ 2:00 PM Local Time
Department of Budget and Management
45 Calvert Street, Room 164A
Annapolis, MD 21401

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SECTION 1: GENERAL INFORMATION

1.1 SUMMARY STATEMENT

The Department of Budget and Management, Office of Personnel Services and Benefits, Recruitment & Examination Division is seeking bids for two vendors to provide On-Line Job Postings and Employment Advertising to assist the Department and all other State of Maryland agencies in obtaining qualified job candidates to fill State employment openings and to include a link to the State agencies' website to allow candidates to complete applications on-line.

The overall goals of the on-line job postings and employment advertising are to:

1. Establish the State as a viable and successful employer;
2. Provide a competitive rate for on-line job postings that reach the largest audience feasible to entice new job candidates to work for the State;
3. Provide an election for customized Job Branding to look like State agency websites to grab the attention of prospective employees and convey the benefits of employment with the State.
4. Provide an election for State agencies to have applicants link to the agencies' websites to post applications on-line; and
5. Enable each State agency to be billed separately at the group posting rate, including its portion of the recruitment branding as each agency places postings.

1.2 ABBREVIATIONS AND DEFINITIONS

For the purposes of this IFB, the following abbreviations or terms have the meaning indicated below:

- a. Agency/Agencies – All State of Maryland government entities, including the University System of Maryland
- b. Awardee – One of the two selected Bidders for the services required in this IFB
- c. Bid – The Bidder's offer to provide services in response to this IFB
- d. Bidder – An entity that submits a bid in response to this IFB
- e. COMAR – Code of Maryland Regulations
- f. Contract – The Contract attached to this IFB as Attachment A
- g. Contract Manager – The state representative that serves as the project manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides guidance to the contract. The Contract Manager is identified in section 1.3
- h. Contractor – One of the two selected Bidders for the services required in this IFB
- i. DBM – Department of Budget and Management
- j. Department – Department of Budget and Management, Office of Personnel Services and Benefits, Recruitment & Examination Division
- k. IFB – This Invitation for Bids from the Department of Budget and Management for On-Line Job Postings and Employment Advertisings, Project Number: 050B0400003 dated, April 16, 2010, including any amendments
- l. Issuing Office – Department of Budget and Management, Division of Procurement Policy & Administration
- m. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland.
- n. MBE – A Minority Business Enterprise that is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- o. Notice To Proceed – A formal notification issued by the Procurement Officer that directs the Contractor to immediately, or as of a date contained in the notice, begin performance of work.
- p. Not-To-Exceed Amount – The amount of funding the State has approved for usage by all State of Maryland Agencies during the contract term.

- q. Procurement Officer – The State representative responsible for this IFB, for the determination of contract scope issues, and the only State representative that can authorize changes to the contract. The Procurement Officer for this Invitation for Bids is identified in section 1.4
- r. The State – The State of Maryland

1.3 ISSUING OFFICE / CONTRACT MANAGER

DBM is issuing this IFB. The Contract Manager for this contract is:

Mark Townend
Department of Budget and Management
Office of Personnel Services & Benefits, Recruitment & Examination Division
301 West Preston Street, Room 608
Baltimore, MD 21201
Phone: (410) 767-4917
Fax: (410) 333-7674
E-mail: mtownend@dbm.state.md.us

DBM may change the Contract Manager at any time by written notice to the Contractor.

1.4 PROCUREMENT OFFICER

The sole point of contact in the State for purposes of this IFB is the Procurement Officer at the address listed below:

Jamie Tomaszewski
Department of Budget and Management
Division of Procurement Policy & Administration
45 Calvert Street, Room 134
Annapolis, MD 21401
Phone: (410) 260-7386
Fax: (410) 974-3274
E-mail: jtomasze@dbm.state.md.us

DBM may change the Procurement Officer at any time by written notice to the Contractor.

1.5 PRE-BID CONFERENCE

A Pre-bid Conference shall be held on **April 29, 2010** beginning at **11:00 AM** (local time) at the Department of Budget and Management, 45 Calvert Street, Room 164, Annapolis, MD 21401. Attendance at the Pre-Bid Conference is not mandatory but all interested Bidders are encouraged to attend in order to facilitate better preparation of their bids.

A summary of the Pre-Bid Conference and all known questions and answers at that time shall be distributed, free of charge, to all prospective bidders known to have received a copy of this IFB.

In order to assure adequate seating and other accommodations at the pre-bid conference, it is requested that by **4:00 PM (local time) on April 26, 2010**, all potential bidders planning to attend must return a Pre-Bid Conference Response Form or call Jamie Tomaszewski at 410-260-7386 with such notice. The Pre-Bid Conference Response Form is included as Attachment E to this IFB. In addition, if there is need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least 5 days advance notice be provided. DBM shall make reasonable efforts to provide such special accommodation.

1.6 QUESTIONS

Written questions from prospective Bidders shall be accepted by the Procurement Officer prior to the pre-bid conference. As reasonably possible and appropriate, such questions shall be answered at the pre-bid conference. Questions may be submitted by mail, facsimile, or, preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Bidders attending the Pre-Bid Conference. As reasonably possible and appropriate, these questions shall be answered at the Pre-Bid Conference, or shortly thereafter.

Questions will also be accepted subsequent to the Pre-Bid Conference and should be submitted in writing to the Procurement Officer in a timely manner prior to the bid due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the bid due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the questioner, will be distributed to all potential bidders who are known to have received a copy of the IFB.

1.7 eMARYLAND MARKETPLACE

eMaryland Marketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (<http://www.dbm.maryland.gov>) and other means for transmitting the IFB and associated materials, the solicitation and minutes of the pre-bid conference, Bidder questions and the Procurement Officer's responses, addenda and other solicitation related information will be provided via e-Maryland Marketplace (<https://ebidmarketplace.com/>). In order to receive a contract award, a vendor must be registered on eMM. eMM registration is free and made through the eMarylandMarketplace website cited above.

1.8 BID DUE DATE

One original and two (2) bound copies of each of the Technical Offer and the Financial Bid shall be received by the Procurement Officer, at the address listed in Section 1.4, **no later than 2:00 PM (local time) on Tuesday, June 8, 2010**, in order to be considered. Also provide a copy of the Technical Offer and the Financial Bid on CD (in MS WORD or EXCEL) and ensure that the CDs are labeled with the date, IFB title, IFB number, "Technical Offer" or "Financial Bid," and the Bidder's name.

Requests for extension of this date or time shall not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt at the Procurement Officer's office. Except as provided in COMAR 21.05.02.10, bids or unsolicited amendments to bids arriving after the closing time and date shall not be considered.

Bids delivered by facsimile or email shall not be considered.

1.9 DURATION OF OFFERS

Bids submitted in response to this IFB are irrevocable for 120 days following the bid due date. This period may be extended at the Procurement Officer's request only with the bidder's written agreement.

1.10 REVISIONS TO THE IFB

If it becomes necessary to revise this IFB before the due date for bids, amendments shall be provided to all prospective bidders that were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. In addition, amendments to the IFB will be posted on the DBM Procurement web page and through eMM. Amendments made after the Bid due date will be sent only to those Bidders who submitted timely Bids.

Acknowledgment of receipt of all amendments to this IFB must accompany the Bidder's Bid. Failure to acknowledge receipt does not relieve the Bidder from complying with all terms of any such amendment and may also result in the rejection of the Bidder's Bid.

1.11 CANCELLATION AND REJECTION OF BIDS

The State reserves the right to cancel this IFB, accept, or reject any and all bids, in whole or in part received in response to this IFB, or to waive or permit cure of minor irregularities in accordance with COMAR Regulation 21.06.02.

1.12 INCURRED EXPENSES

The State shall not be responsible for any costs incurred by a bidder in preparing and submitting a bid, or in performing any other activities relative to this solicitation.

1.13 PROTESTS / DISPUTES

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

1.14 TIE BIDS

Tie Bids are responsive bids from responsible bidders that are identical in price, terms, and conditions and which meet all the requirements and evaluation criteria set forth in the Invitation for Bids, and will be processed in accordance with COMAR 21.05.02.14.

1.15 MULTIPLE OR ALTERNATIVE BIDS

A bidder may not submit more than one bid. Alternate bids will not be accepted.

1.16 PUBLIC INFORMATION ACT NOTICE

A bidder should identify those portions of its bid that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland. Bidders are advised that, upon request for information from a third party, the Procurement Officer will be required to make an independent determination whether the information must be disclosed (see COMAR 21.05.08.01).

1.17 BIDDER'S RESPONSIBILITIES

The State shall enter into Contracts only with the two selected bidders. The selected bidders shall be responsible for all services required by this IFB. All subcontractors, if any, must be identified and a complete description of their role relative to the bid must be included in the bid. Additional information regarding MBE subcontractors is provided under Section 1.22.

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

1.18 MANDATORY CONTRACTUAL TERMS

By submitting a bid in response to this IFB, a bidder, if selected for award, shall be deemed to have accepted the terms of this IFB and the Contract (Attachment A). A bid that takes exception to these terms may be rejected.

1.19 VERIFICATION OF REGISTRATION AND TAX PAYMENT

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

1.20 BID/PROPOSAL AFFIDAVIT

A completed Bid/Proposal Affidavit must accompany all bids submitted by a bidder. A copy of this Affidavit is included as Attachment B of this IFB.

1.21 CONTRACT AFFIDAVIT

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this IFB. This Affidavit need not be submitted with a bidder's bid but must be provided within five business days of notification of proposed Contract award.

1.22 MINORITY BUSINESS ENTERPRISES (MBE)

A minority business enterprise subcontractor participation goal of zero percent (0%) of the total Contract dollar amount has been established for this solicitation. Minority Business Enterprises are encouraged to respond to this Solicitation as Prime Contractors.

1.23 ARREARAGES

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

1.24 PROCUREMENT METHOD

This contract shall be awarded in accordance with the Multi-Step Competitive Sealed Bidding process under Code of Maryland Regulations (COMAR) 21.05.02.17.

1.25 CONTRACT DURATION

The anticipated term of the Contract resulting from this IFB shall be for a period of approximately two years beginning on the date the Contract Manager issues the Notice to Proceed. It is anticipated that the Contract term shall be from about August 1, 2010 through July 31, 2012. The Contractor shall provide services upon receipt of a Notice to Proceed from the Procurement Officer.

In addition, the State, at its sole option, shall have the unilateral right to extend the Contract term for one additional, successive one-year term.

1.26 CONTRACT TYPE

The Contract resulting from this solicitation shall be an indefinite quantity, fixed unit price Contract in accordance with COMAR 21.06.03.06.A.(2).

1.27 BID OPENING

Following the State's review of the Technical Offers, Financial Bids from only those bidders whose Technical Offers have been found acceptable shall be publicly opened. Financial Bids from bidders whose Technical Offers have been found unacceptable shall be returned unopened. Notice of the time, date, and place for the public bid opening will be provided to all technically qualified bidders via email and posted on the DBM website at least five days prior to the Financial Bid opening. At the time of the Financial Bid opening, a register of bids will be prepared that identifies each bidder, including bidders whose technical offers were not found to be acceptable. The register of bids shall be open to inspection immediately after the public bid opening. Bids shall be made available for public inspection at or within a reasonable time after bid opening. Any material deemed confidential or proprietary by the bidder must be clearly marked at the time of bid submission and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.

1.28 RECIPROCAL PREFERENCE

Although Maryland law does not authorize procuring agencies to favor resident bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible bidder whose headquarters, principal base of operations, or principle site that will primarily provide the services required under this IFB is in another state submits the most favorable bid price; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its residents.

1.29 AWARD BASIS AND POSTING PREFERENCES

The State reserves the right to award the contract to the two responsive and responsible bidders submitting the most favorable Total Evaluated Bid Prices after being qualified through a technical evaluation. Failure to meet the minimum requirements described in Section 2 will disqualify a vendor's bid from consideration by the evaluation committee, and its financial bid will be returned unopened.

After the Procurement Officer or designee determines compliance with the minimum requirements, the evaluation committee will conduct a review of the technical offers submitted by each vendor who has met the minimum requirements. The evaluation committee will evaluate all items submitted in response to Section 4.2 in relation to the contract requirements detailed in Section 3, using the technical evaluation selection criteria in Section 5.

Upon completion of evaluation of the technical offers, the financial bids of those bidders found to be qualified will then be opened as described in Section 1.27. The Procurement Officer will recommend award of the contract to the two bidders submitting the two lowest Total Evaluated Bid Prices from among those bidders qualified in accordance with the procurement procedures outlined above.

Posting preferences by State agencies may be made depending on the price and/or target market (eg. local; national; global) for the job posting need (eg. job category/family). Job categories are grouped as either skilled jobs or professional jobs. A State agency may, within the agency's sole discretion, post a job with one or both of the awardees. There is no guaranteed minimum or maximum number of postings or electives to be purchased by a State Agency or the State as a whole under the Contract resulting from this IFB.

1.30 PAYMENTS BY ELECTRONIC FUNDS TRANSFER (EFT)

By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder shall register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form, attached as Attachment H. Any request for exemption must be submitted to the State Comptroller's office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at the following URL:

http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/

1.31 FALSE STATEMENTS

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

- (a) In connection with a procurement contract, a person may not willfully:
 - 1. Falsify, conceal, or suppress a material fact by any scheme or device;
 - 2. Make a false or fraudulent statement or representation of a material fact; or
 - 3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years.

1.32 LIVING WAGE

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment G, "Living Wage Requirements for Service Contracts"). If a Bidder fails to submit and complete the Living Wage Affidavit of Agreement (see Attachment F), the State may determine a Bidder to be not 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 Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of DBM pursuant to §18-102 (d), has determined that the Contract resulting from this solicitation shall be a Tier 1 Contract.

The Contract resulting from this solicitation will be deemed 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. 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. 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. If the Contractor provides more than 50% of the services from an out-of-State location, then the contract will be deemed to be a Tier 1 contract. The Bidder must identify in its Offer the location(s) from which services will be provided.

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

1.33 ELECTRONIC PROCUREMENT TRANSACTIONS AUTHORIZED

1.33.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department of Budget & Management (DBM) may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.

1.33.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the bidder/offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the IFB or the Contract.

1.33.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.

1.33.4 In addition to specific electronic transactions specifically authorized in other sections of this IFB (e.g. §1.30 related to EFT) and subject to the exclusions noted in section 5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

A. The Procurement Officer may conduct the procurement using eMarylandMarketplace, e-mail or facsimile to issue:

- (i) the solicitation (e.g. the IFB);
- (ii) any amendments;
- (iii) pre-proposal conference documents;
- (iv) questions and responses;
- (v) communications regarding the solicitation or proposal to any Bidder or potential Bidder including requests for clarification, explanation, or removal of elements of an Bidder's proposal deemed not acceptable;
- (vi) notices of award selection or non-selection; and
- (vii) the Procurement Officer's decision on any protest or Contract claim.

B. A Bidder or potential Bidder may use e-mail or facsimile to:

- (i) ask questions regarding the solicitation;
- (ii) 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 facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
- (iii) request a debriefing; or,
- (iv) submit a "No Bid Response" to the solicitation.

C. The Procurement Officer, the State's Contract Manager and the Contractor may conduct day-to-day Contract administration, except as outlined in section 5 of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or Contract Manager.

1.33.5 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 bids or proposals;
- B. filing of protests;

- C. filing of Contract claims;
- D. submission of documents determined by DBM to require original signatures (e.g. Contract execution, Contract modifications, etc); or
- E. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor, Bidder or Offeror be provided in writing or hard copy.

1.33.6 Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the IFB, the Contract, or in the direction from the Procurement Officer or Contract Manager.

1.34 PROMPT PAYMENT TO SUBCONTRACTORS

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Bidder who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §28 (see Attachment A). Additional information is available on the GOMA website at

http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

1.35 CONTRACT EXTENDED TO INCLUDE NON-STATE OF MARYLAND GOVERNMENTS OR AGENCIES

Maryland county, municipal, and other non-State of Maryland governments or agencies may purchase from the Contractor goods or services covered by this Contract at the same prices chargeable to the State. All such purchases by non-State of Maryland governments or agencies: (1) shall constitute contracts between the Contractor and that government or agency; (2) shall not constitute purchases by the State or State agencies under this Contract; (3) shall not be binding or enforceable against the State, and (5) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government or agency with which the Contractor is dealing is a State of Maryland agency.

Any usage of the Contract resulting from this IFB by non-State of Maryland governments or agencies will not be counted within the established not-to-exceed amount for this Contract. Nonetheless, non-State of Maryland governments or agencies Contract usage shall be at the same rates and with the same types and level of service as is required for State agencies.

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SECTION 2: MINIMUM QUALIFICATIONS

A Bidder's on-line job posting web site must average, prior to the bid submission due date, a minimum of 200,000 hits per month for a minimum of one year, i.e. calendar year 2009, in order to ensure that a large enough audience is being reached. Bidder shall provide the Department with written validation by a reputable independent organization in the industry of the specified number of hits per month for the Bidder's web site.

SECTION 3: SCOPE OF WORK

3.1 PURPOSE AND BACKGROUND

Each State of Maryland Agency is responsible for its own recruiting and advertising of open positions within the agency. The Department of Budget and Management is the approval authority for most State service contracts. Over the past 12 months, there has been a contract to allow State agencies to post open positions as a single purchasing entity, with a commensurate group rate savings. The Department is seeking to continue this practice of establishing a group rate for posting positions on-line with job branding to entice potential employees. This Contract will enable each State agency to utilize a lower posting rate to reach the maximum number of candidates on-line for job openings.

In addition, as per Section 1.35, in order to assist non-State of Maryland governments, the IFB requires the Contractor selected to perform the contract that results from this IFB to provide the same services to non-State of Maryland governments and agencies as the IFB requires for State agencies, for the same activities and at the same rates.

3.2 DELIVERABLES

- A. The ability to post as many job openings as requested during the two-year term of the Contract. A single posting with an unlimited word count is to be available for periods of either 14 days or 30 days, with the expectation that different advertised job positions can be changed by the purchasing State agency an unlimited number of times during either respective posting period (14 day or 30 day periods).
- B. Permit State agencies to remove a job posting prior to the 14 days or 30 days and to maintain control over how long a posting is available for viewing on-line.
- C. At the election of a State agency, have customized Job Branding to look like State agency websites to grab the attention of prospective employees and convey the benefits of employment with the State.
- D. At the election of a State agency, have an on-line application link to the State agency website to enable candidates to post applications on-line.
- E. The ability to include the State of Maryland and/or an individual State agency as a featured employer on the vendor's website or commercial advertising.
- F. Separately invoicing each individual State agency that submits a posting.
- G. Provide each State agency with a monthly recap of active job postings to include the number of viewings/hits and the number of applicants that either applied on-line or went to the State agency's website.
- H. Submit monthly aggregate billing statements to the Department of usage by State agencies.
- I. Provide the Department with a separate monthly aggregate listing of usage by non-State of Maryland governments and agencies (See Section 1.35).
- J. Submit weekly aggregate billing statements to the Department when the usage by State agencies is within \$10,000 of the contract not to exceed amount.
- K. If the contract not to exceed amount is not raised, the Contractor cannot exceed it.

3.3 DEPARTMENT OBLIGATIONS

The Department agrees to:

1. Provide a list of eligible State agencies that will be utilizing the Contract group rate for job postings and to update the list as it deems appropriate. However, because of the extensive number of State entities of all sizes or the possibility that new entities may be created subsequent to the Department providing this list, the Department will confirm the State agency status of any entity which claims such status but isn't included on the initial list.
2. Provide and distribute Contractor contact information and the group posting rates to State agencies. In addition, make a minimal effort to provide similar information to Maryland local governments, which may use this contract per Section 1.35.
3. Work with the Contractor to track and monitor the number of postings by State agencies to ensure the State agency usage does not exceed the award amount during the Contract period.

3.4 INVOICING

The Contractor may invoice for each posting on a monthly basis throughout the Contract term in accordance with the rates contained in its Financial Bid. Contractor shall invoice each individual State agency (including the Department when the Department does a posting) or non-State of Maryland government or agency that submits a posting.

An Agency may withhold and/or reduce payment for unsatisfactory performance.

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SECTION 4: BID FORMAT

4.1 MULTI-STEP BIDS

- **Bids must be submitted to the Procurement Officer at the address identified in IFB Section 1.4 as provided in IFB Section 1.**
- **Bids must be delivered on time, on or before the due date and time specified in Section 1.8.**
- **Bidders must submit two parts for their bids in separately sealed envelopes as part of the Multi-Step Competitive Sealed Bidding process:**

Volume I - Technical Offer

Volume II - Financial Bid

- A. One envelope is to contain one (1) original, two (2) copies, and a CD of the Bidder's response to the IFB's Technical requirements and shall be clearly labeled:

1. "Volume I Technical Offer - Multi-Step Sealed Bid – On-Line Job Postings and Employment Advertising, IFB No.: 050B0400003"
2. Bid Due Date and Time and
3. Name of the Bidder

The Technical Offer envelope shall contain all items listed in Section 4.2.

- B. The other envelope is to contain one (1) original, two (2) copies, and a CD of the Bidder's response to the IFB's Financial requirements and shall be clearly labeled:

1. "Volume II Financial Bid - Multi-Step Sealed Bid – On-Line Job Postings and Employment Advertising, IFB No.: 050B0400003"
2. Bid Due Date and Time and
3. Name of the Bidder

The Financial Bid envelope shall contain the Bid Form (Attachment D) signed and completed as instructed in Section 4.3.

4.2 VOLUME I – TECHNICAL OFFER

- A. Transmittal Letter - A transmittal letter addressed to the Procurement Officer shall accompany the Technical Offer. The purpose of this letter is to transmit the Technical Offer and acknowledge the receipt of each addendum by its number. The transmittal letter should be brief and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. See Bidder's responsibilities in Section 1.17. The transmittal letter should include the following:

- Name & Address of Bidder;
- Name, Title and Telephone Number of Contact for Bidder;
- Statement that the bid is in response to Solicitation DBM-BPO: 050B0400003;
- Signature, Typed Name, and Title of an Individual Authorized to Commit the Bidder to its Bid;
- Federal Employer Identification Number of the Bidder, or if a single individual, his/her Social Security Number;
- eMM vendor ID number;
- Acceptance of all State IFB and Contract terms and conditions, or identification of any exceptions (see Section 1.18); and
- Acknowledgement of all Addenda to this IFB.

- B. Bid Affidavit - Bidder must complete and submit with its bid the completed Bid/Proposal Affidavit included as Attachment B.
- C. Proof of Minimum Qualification - Bidder shall submit written validation by a reputable independent organization in the industry of the specified number of hits per month for the Bidder's web site as required by IFB Section 2.
- D. Bidder Experience and Capabilities - Bidder shall include information on past experience with similar projects/services. General requirements are outlined in Section 3. Bidder shall describe how its organization can meet the qualifications of this IFB and shall include the following:
 - 1. An overview of the Bidder's experience and capabilities providing services. This description shall include:
 - a. The number of years the Bidder has provided these services; and,
 - b. The number of clients and geographic locations that the Bidder currently serves.
 - c. A description of the outreach potential for the Company website in terms of absolute numbers, broken down by various demographic groups and geographic penetration, diversity website links, partnerships with large social networking websites and partnerships with print media, especially in and around Maryland.
 - d. A detailed explanation of the posting process that will be used, to include:
 - i. Single point of contact with phone number and email address;
 - ii. How postings are accepted;
 - iii. The timeframe for postings to occur on-line after submission;
 - iv. The ability to change job positions on a posting during either the 14-day or 30-day period;
 - v. The timeframe for removal of postings;
 - vi. The identification requirements to verify State and non-State of Maryland governments or agencies.
 - e. A sample job branding for an employer for which a similar service has been performed, preferably for government employment.
 - f. Samples of previously completed postings, with references that may be contacted to confirm satisfaction with results, timeliness, and price. (Provide a contact person for each reference, with title and telephone number and, if possible, an e-mail address.)
 - g. Description of the company to include history, growth record and expansion plans or growth targets, location(s) of the home office and any sales/operational facilities, organization chart, mission and any other relevant company information.
 - h. Description of monthly billing procedures, with a focus on the ability and process to individually bill State and non-State of Maryland government agencies submitting postings.
 - i. Contact person for the Bid Submission. (Name, position, telephone # and email address.)
 - j. Any other information deemed appropriate for consideration under this procurement.
 - 2. The names and titles of the key management personnel directly involved with supervising the services rendered under this Contract.
 - 3. The process for resolving billing errors.
 - 4. As part of its Technical Offer, each Bidder is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:
 - a. The State contracting entity
 - b. A brief description of the services/goods provided
 - c. The dollar value of the contract
 - d. The term of the contract
 - e. The State employee contact person (name, title, telephone number and if possible e-mail address)

- f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Bidder's level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

- E. Living Wage Affidavit – Bidder is to submit a complete, signed Living Wage Affidavit (Attachment F).
- F. Subcontractors – Bidder must identify subcontractors (including name, primary location and full address for each subcontractor that will perform any of the functions under this Contract), including MBEs, and the role these subcontractors will have in the performance of the Contract.

Any exception to a term or condition may result in having the Technical Offer deemed unacceptable or not qualified or the Bid classified as nonresponsive.

**Note: No pricing information is to be included in the Technical Offer (Volume I).
Pricing will only be included in the Financial Bid (Volume II).**

4.3 VOLUME II – FINANCIAL BID

Bidders must use Attachment D to submit price Bids. Do not change or alter Attachment D or any other State Attachments or your Bid will be rejected.

Bidders agree to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the Bid.

The Total Evaluated Bid Price shown on the Bid Form is for bid evaluation purposes only. The Contractor will be paid based on the Per-Posting Rates for the actual number of 14-day and 30-day postings for the duration of the Contract.

Other than entering requested amounts, do not change or alter Attachment D. Nothing may be entered on the Bid Form that alters or proposes conditions or contingencies on the prices or bid.

All unit prices must be clearly typed with dollars and cents (ex. \$45.59). Calculations are to be rounded to the nearest cent (ex. \$ 0.01).

The Bid Form is to be completed, signed and dated by an individual who is authorized to bind the bidder to all prices bid.

BID FORM INSTRUCTIONS: Enter all information in the spaces provided in Attachment D for each year of the contract, including the renewal option year, and calculate as follows:

1. For Year 1, enter the Price Per Posting for a 14-Day Posting in Row 1-Column A. Multiply this price times the Estimated Number of Postings listed in Row 1-Column B to calculate the Year 1 Total. Enter the Year 1 Total in Row 1-Column C.
2. For Year 1, enter the Price Per Posting for a 30-Day Posting in Row 2-Column A. Multiply this price times the Estimated Number of Postings listed in Row 2-Column B to calculate the Year 1 Total. Enter the Year 1 Total in Row 2-Column C.
3. For Year 1, enter the Price Per State Agency Per Year for Elective #1 in Row 3-Column A. Multiply this price times the Estimated Number of Potential Electives listed in Row 3-Column B to calculate the Year 1 Total. Enter the Year 1 Total in Row 3-Column C.

4. For Year 1, enter the Price Per State Agency Per Year for Elective #2 in Row 4-Column A. Multiply this price times the Estimated Number of Potential Electives listed in Row 4-Column B to calculate the Year 1 Total. Enter the Year 1 Total in Row 4-Column C.
5. Add the Year 1 Totals in Column C (from steps 1-4) to calculate the **Total Bid Price for Year 1**. Enter the **Total Bid Price for Year 1** in Row 5-Column C.
6. For Year 2, enter the Price Per Posting for a 14-Day Posting in Row 6-Column A. Multiply this price times the Estimated Number of Postings listed in Row 6-Column B to calculate the Year 2 Total. Enter the Year 2 Total in Row 6-Column C.
7. For Year 2, enter the Price Per Posting for a 30-Day Posting in Row 7-Column A. Multiply this price times the Estimated Number of Postings listed in Row 7-Column B to calculate the Year 2 Total. Enter the Year 2 Total in Row 7-Column C.
8. For Year 2, enter the Price Per State Agency Per Year for Elective #1 in Row 8-Column A. Multiply this price times the Estimated Number of Potential Electives listed in Row 8-Column B to calculate the Year 2 Total. Enter the Year 2 Total in Row 8-Column C.
9. For Year 2, enter the Price Per State Agency Per Year for Elective #2 in Row 9-Column A. Multiply this price times the Estimated Number of Potential Electives listed in Row 9-Column B to calculate the Year 2 Total. Enter the Year 2 Total in Row 9-Column C.
10. Add the Year 2 Totals in Column C (from steps 6-9) to calculate the **Total Bid Price for Year 2**. Enter the **Total Bid Price for Year 2** in Row 10-Column C.
11. For Renewal Option: Year 3, enter the Price Per Posting for a 14-Day Posting in Row 11-Column A. Multiply this price times the Estimated Number of Postings listed in Row 11-Column B to calculate the Year 3 Total. Enter the Year 3 Total in Row 11-Column C.
12. For Renewal Option: Year 3, enter the Price Per Posting for a 30-Day Posting in Row 12-Column A. Multiply this price times the Estimated Number of Postings listed in Row 12-Column B to calculate the Year 3 Total. Enter the Year 3 Total in Row 12-Column C.
13. For Renewal Option: Year 3, enter the Price Per State Agency Per Year for Elective #1 in Row 13-Column A. Multiply this price times the Estimated Number of Potential Electives listed in Row 13-Column B to calculate the Year 3 Total. Enter the Year 3 Total in Row 13-Column C.
14. For Renewal Option: Year 3, enter the Price Per State Agency Per Year for Elective #2 in Row 14-Column A. Multiply this price times the Estimated Number of Potential Electives listed in Row 14-Column B to calculate the Year 3 Total. Enter the Year 3 Total in Row 14-Column C.
15. Add the Year 3 – Renewal Option Totals in Column C (from steps 11-14) to calculate the **Total Bid Price for Year 3 – Renewal Option**. Enter the **Total Bid Price for Year 3 – Renewal Option** in Row 15-Column C.
16. Copy the **Total Bid Price for Year 1** from Row 5-Column C into the space in Row 16.
17. Copy the **Total Bid Price for Year 2** from Row 10-Column C into the space in Row 17.
18. Copy the **Total Bid Price for Year 3 – Renewal Option** from Row 15-Column C into the space in Row 18.
19. Add together Rows 16 – 18 to calculate the **TOTAL EVALUATED BID PRICE**. Enter the **TOTAL EVALUATED BID PRICE** in the space in Row 19.

**SECTION 5: TECHNICAL EVALUATION CRITERIA AND
SELECTION PROCEDURE**

5.1 TECHNICAL EVALUATION

Evaluation of the Technical Offers will be performed by a committee organized for that purpose. Evaluations will be based on the criteria set forth below:

1. The potential outreach to the largest appropriate demographics possible, including any partnership(s) with social networking websites and partnership(s) with print media in and around Maryland and possibly elsewhere. (Ref. Sections 3.1, 3.2 and 4.2). “Appropriate demographics” include:
 - A. Total outreach;
 - B. Outreach within Maryland and the surrounding areas;
 - C. Outreach to a broad spectrum of employee types;
 - D. Outreach to professional candidates and candidates with advanced education; and
 - E. Outreach to a wide spectrum of candidates by gender, race, age, education, etc.
2. The ability to bill individual State or non-State of Maryland government agencies for their respective monthly postings. (Ref. Sections 3.2 and 4.2).
3. The ability to track, monitor and submit to the Department monthly total aggregate billings under the Contract for both State and non-State of Maryland government agencies, with timely advance/prior notice to the Department when State agency usage only is within \$10,000 of the not to exceed amount established in the Contract. (Ref. Sections 3.2 and 4.2).
4. The judged creativity and effectiveness of the submitted samples. (Ref. Sections 3.2 and 4.2).
5. Bidder experience and capabilities. (Ref. Sections 4.2.D).

5.2 SELECTION PROCEDURE

Price bids from only those bidders whose technical offers have been found acceptable shall be considered. The “Total Evaluated Bid Price” calculated in Attachment D will be used to establish the lowest bid prices and selections for recommendation for awards. The awards will be made to the two most favorable (lowest priced) responsive and responsible bidders whose bids meet the requirements and evaluation criteria set forth in the IFB and provide the most favorably evaluated bid prices.

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ATTACHMENTS

ATTACHMENT A, THE STATE'S CONTRACT, is provided with this IFB for informational purposes and is not required at the bid submission time. The contract must be executed by the selected Bidders upon notification of contract awards.

ATTACHMENT B, THE BID/PROPOSAL AFFIDAVIT, must be completed and submitted with the Bid.

ATTACHMENT C, THE CONTRACT AFFIDAVIT, is not required at bid submission time. It must be submitted by the selected Contractor within five days of notification of proposed Contract award.

ATTACHMENT D, THE BID FORM, must be completed and submitted with the Bid.

ATTACHMENT E, THE PRE-BID CONFERENCE RESPONSE FORM, It is requested that this form be completed and submitted by those potential Bidders which plan on attending the conference.

ATTACHMENT F, LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS.

ATTACHMENT G, THE LIVING WAGE AFFIDAVIT OF AGREEMENT, must be completed and submitted with the Bid.

ATTACHMENT H – THE ELECTRONIC FUNDS TRANSFER (EFT) REGISTRATION REQUEST FORM, is provided with this IFB for informational purposes- must be completed and submitted by successful bidder, unless already so registered with the Comptroller's Office.

ATTACHMENT A CONTRACT

**STATE OF MARYLAND
DEPARTMENT OF BUDGET AND MANAGEMENT**

BPO # 050B0400003

THIS CONTRACT (“Contract”) is made this _____ day of _____, 2010 by and between _____ and the **STATE OF MARYLAND (“State”)**, acting by and through the **DEPARTMENT OF BUDGET AND MANAGEMENT**.

IN CONSIDERATION of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

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

- 1.1 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.2 “Department” means the Maryland Department of Budget and Management.
- 1.3 “Effective Date” means the date on which the State executes this Contract.
- 1.4 “Procurement Officer” means Jamie Tomaszewski. The Department may change the Procurement Officer at any time by written notice.
- 1.5 “IFB” means the Invitation for Bids for On-Line Job Postings and Employment Advertising, Project No. 050B0400003 dated April 16, 2010, and any amendments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Contract Manager” means Mark Townend. The Department may change the Contract Manager at any time by written notice.

2. Scope of Work

2.1 The Contractor shall provide for On-Line Job Postings and Employment Advertising services as described in the IFB. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – Invitation for Bids - Project No. 050B0400003 dated April 16, 2010.
- Exhibit B – Contractor’s Bid - Project No.050B0400003, dated _____
- Exhibit C – Contract Affidavit

2.2 The Procurement Officer may, at any time, by written order, make 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.

3. Time for Performance.

Performance under this Contract commences on the Effective Date of the Contract which is the date of execution of the Contract by the Department, and shall be for a period of two years, unless terminated earlier as provided in this Contract. It is anticipated that the Contract term shall be from about August 1, 2010 until July 31, 2012. The State, at its sole option, has the unilateral right to extend the term of the Contract for one additional, successive one year term. The Contractor shall provide services upon receipt of a Notice to Proceed from the Procurement Officer.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the State shall pay the Contractor in accordance with the terms of this Contract and the rates established in Exhibit B, the Bidder's Bid. Payments to the Contractor pursuant to this Contract shall not exceed \$_____. Contractor shall notify the Contract Manager, in writing, at least 60 days before payments reach the specified amount. Any work performed by the Contractor in excess of the not-to-exceed amount without the prior written approval of the Procurement Officer is at the Contractor's risk of non-payment. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount.

4.2 The Contractor shall invoice the Department for receipt of payment. Payments to the Contractor shall be made in accordance with this Contract and no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the terms of the IFB. Each invoice for services rendered shall include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Invoices shall be submitted to the Contract Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 The Contractor may notify the Contract Manager if any non-disputed and correctly submitted invoice to an individual State Agency has not been paid within sixty (60) days from the date of the invoice submission. The Contract Manager shall attempt to expedite payment to the Contractor.

4.5 Contractor's eMarylandMarketplace vendor ID number is _____.

5. Patents, Copyrights, Intellectual Property

5.1 If the Contractor furnishes any product, design, service, 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, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

5.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such Items furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that an Item infringes that party's patent, copyright, trademark, or trade secret, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorneys' fees that a Court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations.

5.3 If any Items furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable Item, b) replace the Item with a non-infringing Item substantially complying with the Item's specifications, or c) modify the Item so that it becomes non-infringing and performs in a substantially similar manner to the original Item. Contractor shall immediately notify the State's Procurement Officer and the State's Contract Manager, in writing, of the possibility of any claim of infringement arising hereunder.

6. Confidentiality

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) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties in connection with this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. 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 lawfully 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.

7. Non-Hiring of Officials and Employees

No official or employee of the State of Maryland, as defined under State Government Article, 15-102, Annotated Code of Maryland, whose duties as such official or employee includes 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.

8. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute or regulation, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

9. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or to any software licenses acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

10. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any 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.

11. 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, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor, to solicit or secure this Contract, and that Contractor 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 this Contract.

12. 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 of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

13. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland 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.

14. 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; provided, 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 21.07.01.12 (A)(2).

15. Delays and Extensions of Time

The Contractor acknowledges and agrees that time is of the essence with respect to its duties and obligations under this Contract. The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

16. Suspension of Work

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

17. 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.

18. Financial Disclosure

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

19. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Sections 14-101 - 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

20. Retention of Records

Notwithstanding anything to the contrary, the Contractor shall retain and maintain all records and documents in any way relating to this Contract for three (3) years after Contract closeout and final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. This provision shall survive termination of the Contract.

21. Warranties

Upon the date of this Contract and thereafter during the term of this Contract, Contractor represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

22. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

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

23. Subcontracting; Assignment

The Contractor may not subcontract any portion of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, which approval the State may withhold or condition in its sole and absolute subjective discretion. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, which approval the State may withhold or condition in its sole and absolute subjective discretion. Any such subcontract or assignment shall include the terms of Sections 9 through 24 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

24. Indemnification

24.1 The Contractor shall hold harmless and indemnify the State from and against liability for any costs, expenses, losses, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

24.2 The State 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 obligations under this Contract.

24.3 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 obligations under this Contract.

24.4 The Contractor shall immediately notify the Procurement Officer of any action, 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.

25. Parent Company Guarantee (If determined to be applicable by the State)

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

26. Commercial Nondiscrimination

26.1 As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State

Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

26.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DBM, in all sub-contracts.

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

27. Prompt Payment Policy

27.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- A. Not process further payments to the Contractor until payment to the subcontractor is verified;
- B. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
- C. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- D. Place a payment for an undisputed amount in an interest-bearing escrow account; or
- E. Take other or further actions as appropriate to resolve the withheld payment.

27.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because

of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

27.3 An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between the Contractor and subcontractor under this policy directive, may not:

- A. Affect the rights of the contracting parties under any other provision of law;
- B. Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- C. Result in liability against or prejudice the rights of the Department.

27.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

27.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- A. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- B. This verification may include, as appropriate:
 - 1. Inspecting any relevant records of the Contractor;
 - 2. Inspecting the jobsite; and
 - 3. Interviewing subcontractors and workers.
 - 4. Verification shall include a review of:
 - a. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- C. If the Department determines that the Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.
 - 1. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- D. If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - 1. Terminate the Contract;
 - 2. Refer the matter to the Office of the Attorney General for appropriate action; or
 - 3. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
- E. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

28. Rights to Records

28.1 The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

28.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

28.3 The Contractor shall report to the Contract Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

28.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

29. Exclusive Use

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.

30. Living Wage

30.1 A State contract for services valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. This Contract has been deemed to be a Tier _____ contract.

30.2 Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee the current hourly rate established by the Department of Labor, Licensing and Regulations (DLLR). Refer to the DLLR website for specific information.

30.3 The Contractor shall comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland, including the submission of payroll reports to the Commissioner of Labor and Industry and the posting 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.

30.4 The Contractor shall make any subcontractor on this Contract aware of the Living Wage law requirements.

31. Administrative

32.1 Contract Manager. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager who is designated as Mark Townend. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination. The Department may change the Contract Manager at any time by written notice.

32.2 Procurement Officer. The Department has designated the Procurement Officer as Jamie Tomaszewski. The Department may change the Procurement Officer at any time by written notice.

32.3 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:

Jamie Tomaszewski, Procurement Officer
State of Maryland, Department of Budget of Management
Division of Procurement Policy & Administration
45 Calvert Street, Room 134
Annapolis, MD 21401

If to the Contractor:

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

CONTRACTOR

MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT

By:

By: T. Eloise Foster, Secretary

Date

Date

Witness/Attest

Witness

Approved for form and legal
sufficiency this _____ day of _____, 2010.

Assistant Attorney General

APPROVED BY BPW: _____
(Date) (BPW Item #)

Attachments:
Exhibit A:
Exhibit B:
Exhibit C:

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Address: _____

(If not applicable, so state).

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

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

ATTACHMENT C CONTRACT AFFIDAVIT

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)

and the duly authorized representative of _____
(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____.

Address:_____.

City_____ State_____ Zip_____.

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Bid Affidavit dated _____, 200____, and executed by me for the purposed 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.

By: _____
Signature

DATE: _____

ATTACHMENT D

BID FORM

ON-LINE JOB POSTINGS AND EMPLOYMENT ADVERTISING, DBM-BPO: 050B0400003

The undersigned agrees to provide On-Line Job Postings and Employment Advertisings for the Department of Budget and Management at the prices indicated below for a two year contract term and a single one-year renewal option. Bidders are to complete this form as instructed in Section 4.3 of this IFB.

<u>Year 1 - Bid Deliverables</u>	A. Price per Posting (for 1 & 2) AND Price per State Agency per year (for 3 & 4)	B. Estimated* Number of Postings (for 1 & 2) AND Number of Potential Electives (for 3 & 4)	C. Year 1 Totals
1. 14-Day Posting	\$	x 200 =	\$
2. 30-Day Posting	\$	x 200 =	\$
3. ELECTIVE #1[†] Customized Job Branding	\$	x 5 =	\$
4. ELECTIVE #2[‡] Web-link for On-Line Applications	\$	x 2 =	\$
5. Total Bid Price for Year 1 (All 4 Deliverables' Yearly Totals Combined)			\$

Multiply across rows and then add down the last column to determine the Total Bid Price for Year 1.

* The Estimated number of postings or potential electives is based upon a model of annual usage by State Agencies based upon historical data. There is no guaranteed minimum or maximum number of postings or electives to be purchased by a State Agency.

[†] ELECTIVE #1: Customized Job Branding, if requested by a purchasing State agency, would provide detailed postings to look like the State agency's web site and provide additional enhancements to entice prospective employees for the specific jobs pertaining to that State agency. Any agency interested in this elective would pay a flat fixed rate per year of the contract. (Per Section 3.2, Item C.)

[‡] ELECTIVE #2: Web-link for on-line applications, if requested by a purchasing State agency, would allow applicants to link to the agencies' websites to post applications on-line. Any agency interested in the elective would pay a flat fixed rate per year of the contract. (Per Section 3.2, Item D.)

<u>Year 2 - Bid Deliverables</u>	A. Price per Posting (for 6 & 7) AND Price per State Agency per year (for 8 & 9)	B. Estimated[§] Number of Postings (for 6 & 7) AND Number of Potential Electives (for 8 & 9)	C. Year 2 Totals
6. 14-Day Posting	\$	x 200 =	\$
7. 30-Day Posting	\$	x 200 =	\$
8. ELECTIVE #1^{**} Customized Job Branding	\$	x 5 =	\$
9. ELECTIVE #2^{††} Web-link for On-Line Applications	\$	x 2 =	\$
10. Total Bid Price for Year 2 (All 4 Deliverables' Yearly Totals Combined)			\$

Multiply across rows and then add down the last column to determine the Total Bid Price for Year 2.

[§] The Estimated number of postings or potential electives is based upon a model of annual usage by State Agencies based upon historical data. There is no guaranteed minimum or maximum number of postings or electives to be purchased by a State Agency.

^{**} ELECTIVE #1: Customized Job Branding, if requested by a purchasing State agency, would provide detailed postings to look like the State agency's web site and provide additional enhancements to entice prospective employees for the specific jobs pertaining to that State agency. Any agency interested in this elective would pay a flat fixed rate per year of the contract. (Per Section 3.2, Item C.)

^{††} ELECTIVE #2: Web-link for on-line applications, if requested by a purchasing State agency, would allow applicants to link to the agencies' websites to post applications on-line. Any agency interested in the elective would pay a flat fixed rate per year of the contract. (Per Section 3.2, Item D.)

<u>Renewal Option:</u> <u>Year 3 - Bid</u> <u>Deliverables</u>	A. Price per Posting (for 11 & 12) AND Price per State Agency per year (for 13 & 14)	<u>B. Estimated</u>^{‡‡} Number of Postings (for 11 & 12) AND Number of Potential Electives (for 13 & 14)	C. Year 3 – Renewal Option Totals
11. 14-Day Posting	\$	x 200 =	\$
12. 30-Day Posting	\$	x 200 =	\$
13. ELECTIVE #1 ^{§§} Customized Job Branding	\$	x 5 =	\$
14. ELECTIVE #2 ^{***} Web-link for On-Line Applications	\$	x 2 =	\$
15. Total Bid Price <u>for Year 3 –</u> <u>Renewal Option</u> (All 4 Deliverables’ Yearly Totals Combined)			\$

Multiply across rows and then add down the last column to determine the Total Bid Price for Year 3 - Renewal Option.

^{‡‡} The Estimated number of postings or potential electives is based upon a model of annual usage by State Agencies based upon historical data. There is no guaranteed minimum or maximum number of postings or electives to be purchased by a State Agency.

^{§§} **ELECTIVE #1:** Customized Job Branding, if requested by a purchasing State agency, would provide detailed postings to look like the State agency’s web site and provide additional enhancements to entice prospective employees for the specific jobs pertaining to that State agency. Any agency interested in this elective would pay a flat fixed rate per year of the contract. (Per Section 3.2, Item C.)

^{***} **ELECTIVE #2:** Web-link for on-line applications, if requested by a purchasing State agency, would allow applicants to link to the agencies’ websites to post applications on-line. Any agency interested in the elective would pay a flat fixed rate per year of the contract. (Per Section 3.2, Item D.)

COPY THE TOTAL BID PRICES FOR EACH CONTRACT YEAR AND RENEWAL OPTION IN THE SPACES BELOW AND ADD THEM TOGETHER TO CALCULATE THE TOTAL EVALUATED BID PRICE.

16. (From # 5) Total Bid Price for Year 1	\$
17. (From # 10) Total Bid Price for Year 2	\$
18. (From # 15) Total Bid Price for Year 3 – Renewal Option	\$
<u>19. TOTAL EVALUATED BID PRICE (= 16 + 17+ 18)</u>	\$

SIGNATURE OF COMPANY AUTHORIZED REPRESENTATIVE

Bidder's company name

Authorized Signature / Date

Printed Name and Title

Bidder's Address

Bidder's Federal Employer Identification #

Contract Contact Person's Name: _____

Contact Person's Email Address: _____

Contact Person's Phone Number: _____

Certified MBE Firm Yes ___ No ___

MBE Certification Number _____

ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM

Project Number: 050B0400003

PRE-BID CONFERENCE RESPONSE FORM

A pre-bid conference shall be held at **11:00 AM** (local time) on **April 29, 2010** at Department of Budget and Management, 45 Calvert Street, Room 156, Annapolis, Maryland 21401. Please return this form by **4:00 PM local time, April 26, 2010** advising whether or not you plan to attend. For directions to the meeting site, you may contact the Procurement Officer at (410) 260-7386.

Return this form to:

Jamie Tomaszewski
Department of Budget and Management
Division of Procurement Policy & Administration
45 Calvert Street, Room 134
Annapolis, MD 21401
Phone: (410) 260-7386
Fax: (410) 974-3274
E-mail: jtomasze@dbm.state.md.us

Please indicate:

_____ Yes, the following representatives shall be in attendance:

1. _____
2. _____
3. _____

_____ No, we shall not be in attendance.

Signature

Title

Name of Company

Date

Phone

Email

ATTACHMENT F – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

- (A) has a State contract for services valued at less than \$100,000, or
- (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.

(2) A Subcontractor who:

- (A) performs work on a State contract for services valued at less than \$100,000,
- (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
- (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.

(3) Contracts involving services needed for the following:

- (A) Services with a Public Service Company;
- (B) Services with a nonprofit organization;
- (C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
- (D) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.

H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.

I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

ATTACHMENT G – LIVING WAGE AFFIDAVIT OF AGREEMENT

Maryland Living Wage Requirements-Service Contracts

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

B. _____ (initial here if applicable) The Bidder/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

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

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

*Name of registering business entity

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

1.1 COMPLETED BY GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

State Treasurer’s Office approval date

General Accounting Division approval date

To Requestor:

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

Please submit form to: EFT Registration, General Accounting Division
 Room 205, P.O. Box 746
 Annapolis, Maryland 21404-0746

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

COT/GAD X-10