



**STATE OF MARYLAND  
DEPARTMENT OF HUMAN SERVICES  
OFFICE OF THE SECRETARY**

**SMALL PROCUREMENT SOLICITATION FOR  
INDIAN CHILD WELFARE ACT OUTREACH AND  
ENGAGEMENT**

**DHS AGENCY CONTROL NUMBER: OS/POLIC-25-001-S**

**STATE OF MARYLAND**  
**DEPARTMENT OF HUMAN SERVICES (DHS)**  
**KEY INFORMATION SUMMARY SHEET**

<b>Request for Proposals</b>	Services, Indian Child Welfare Act: Outreach and Engagement for Policy and Training
<b>Solicitation Number:</b>	OS/POLIC-25-001-S
<b>RFP Issue Date:</b>	8/12/2024
<b>RFP Issuing Office:</b>	Department of Human Services (DHS or the "Department")
<b>Procurement Officer:</b>	Sang Kang 311 W. Saratoga Street Baltimore, MD 21201
<b>e-mail:</b>	sang.kang@maryland.gov
<b>Office Phone:</b>	410-767-7404
<b>Proposals are to be sent to:</b>	Submit Via Emma ( <a href="#">eMMA Proposal Submission Instructions</a> )
<b>Pre-Proposal Conference:</b>	Not Applicable
<b>Proposal Due (Closing) Date and Time:</b>	8/23/2024 2:00 PM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>page iv</b> ).
<b>MBE Subcontracting Goal:</b>	0%
<b>VSBE Subcontracting Goal:</b>	0%
<b>Contract Type:</b>	Firm Fixed Price
<b>Contract Duration:</b>	Seven-month base period.
<b>Primary Place of Performance:</b>	As proposed by Offeror
<b>SBR Designation:</b>	Yes
<b>Federal Funding:</b>	Yes

## **1. OFFEROR QUALIFICATIONS**

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

The Offeror or Key Personnel shall have demonstrated experience fostering relationships related to Indian Child Welfare Act (ICWA) requirements; collaboration with indigenous leader and ICWA legal experts; and knowledge of current trends, challenges and best practices in ICWA implementation.

Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal one or more references from the past seven years that collectively able to attest to the Offeror's or Key Personnel's required years of experience as described above.

## **2. SUMMARY STATEMENT**

- A. The Department of Human Services (DHS or Department), Office of the Secretary is issuing this small procurement Request for Proposals (RFP) in order to procure services as defined in Section 4, as specified in this RFP, from a contract between the successful Offeror and the Department for engagement and outreach with American Indian residents and indigenous communities in Maryland, included but not limited to those affiliated with state and federally recognized tribes, for the purpose of updating policy and practice with respect to the ICWA and Maryland's 'kin first' child welfare statutes and policies. The objectives of the contract are to establish relationships, gather input, and address the needs of American Indian and indigenous children and families in Maryland.
- B. The Department intends to make a single award as a result of this RFP.
- C. An Offeror, either directly or through its sub-contractor(s), must be able to provide all services, meet all the requirements requested in this solicitation and the Contractor shall remain responsible for Contract performance regardless of sub-contractors(s) participation in the work.

## **3. BACKGROUND**

DHS is the state agency that oversees 24 local departments of social services (LDSS) across the state of Maryland, through the Social Services Administration (SSA), managing the placement, supervision, and care of children in state custody to ensure they are provided safe and nurturing environments when they cannot remain in their homes. DHS is particularly interested in how the state as well as national child welfare policy and practice can be improved by thoughtful and intentional incorporation of the Indian Child Welfare Act's (ICWA's) 'gold standard' for family- and kin-first child welfare practice. In

furtherance of such interest, DHS is interested in acquiring services to establish relationships, gather expert input, and address the needs of American Indian and indigenous children and families across Maryland and the staff that serve and support them.

#### **4. SCOPE OF THE PROJECT**

The Contractor shall:

##### **A. Responsibilities and Tasks**

- 1) With the Maryland Commission on Indian Affairs (MCIA), plan, coordinate, and document process for a meeting with American Indian community stakeholders and the Secretary of Human Services (Two weeks after Contract start date):
  - a) Coordinate and plan one meeting between American Indian community stakeholders and leadership, the Secretary of DHS, and other relevant stakeholders.
  - b) Facilitate discussions to establish relationships, discuss community needs, and seek counsel for updating the plan for updating Maryland's ICWA Policy.
  - c) Document meeting outcomes and recommendations for updating the ICWA Policy.
- 2) Listening Sessions with Federally Recognized Tribes and Social Services Administration leadership (1 - 2 remote)
  - a) Outreach, plan, organize, and document process for a listening session with federally recognized tribes most impacted by Maryland child welfare, as identified by Maryland family and child welfare data.
  - b) Facilitate discussions to document the learning and needs of federally recognized tribes regarding identifying ICWA-eligible children, ICWA notice requirements, and tribal participation in state ICWA cases.
  - c) Produce a comprehensive report documenting key insights, challenges, and recommendations from the listening session.
- 3) Engagement and training of LDSS Executive and management staff (at least 2 remote or in-person)
  - a) Facilitate information sharing and provide training at Executive Director and Associate Director levels related to on-going relationships with tribal governments and communities as well as identification of gaps in current ICWA policy/practice.
  - b) Provide a Detailed Summary Report identifying existing baseline ICWA competencies among state staff involved in child welfare and training and resource sharing to increase and build upon such competencies.
- 4) Listening Sessions with Maryland American Indian and indigenous communities and Local Department of Social Services (LDSS) Offices (at least 3: one urban/Baltimore, two regionals; remote and in-person):

- a) Prior to the listening session, provide LDSS staff at listening session sites training on cross-cultural communication, Indian Child Welfare Act, and Maryland's indigenous communities.
  - b) Outreach, plan, coordinate, and document process for listening sessions with Maryland American Indian and indigenous communities in collaboration with LDSS offices.
  - c) Produce detailed reports for each listening session, including additional training needs and recommendations for collaboration between LDSS and Maryland American Indian and indigenous communities.
- 5) Provide a Detailed Report defining scope for development of updated ICWA policy and objectives for development of training curricula covering effective ICWA implementation.

## B. Performance Measures

These performance measures will be tracked, evaluated, and communicated regularly by the client throughout the project to ensure alignment with the project objectives and to make adjustments as needed to improve effectiveness.

- 1) Meeting with Maryland American Indian Community Leadership and the Secretary:
  - a) The extent to which outreach results in the American Indian and Maryland indigenous community leaders and stakeholders engaged in the meeting is representative of American Indians and indigenous communities in Maryland.
  - b) The extent to which the level of participation and engagement during the discussions results in recommendations for policy and practice.
  - c) The extent to which action items and follow-up tasks identified during the meeting are documented and completed.
  - d) The extent to which participants' satisfaction with the meeting outcomes and recommendations is high based on surveys or other data collection.
  - e) The extent to which the report produced after the session is timely and comprehensive.
- 2) Listening Session with Federally Recognized Tribes:
  - a) The extent to which coordination with the MCIAs engages representation from federally recognized tribes at the listening session.
  - b) The extent of the quality and depth of insights gathered during the discussions.
  - c) The extent to which key challenges and needs expressed by the tribes regarding ICWA notice requirements and participation in state ICWA cases are identified.
  - d) The extent to which the report produced after the session is timely and comprehensive.
- 3) Engagement and training of LDSS Executive and management staff (at least 2 remote or in-person):
  - a) Timely scheduling of no fewer than 2 in-person or remote meetings with LDSS
  - b) The extent to which the depth of learning documented from each meeting identifies LDSS ICWA competencies and ongoing LDSS training needs

- 4) Listening Sessions with Maryland American Indian and indigenous Communities and LDSS Offices:
  - a) The extent to which the number of listening sessions conducted with Maryland American Indian communities and LDSS offices is sufficient to be comprehensive.
  - b) The extent to which the depth of learning documented from each MCIA-supported training session prior to each listening session identifies ongoing LDSS training needs and Maryland American Indian community needs.
  - c) The extent to which recommendations and actions resulting from the listening sessions are incorporated into a comprehensive report that informs drafting of updated Maryland ICWA Policy and practice.
  - d) The extent to which the report produced after the session is timely and comprehensive.
  
- 5) Detailed Report defining scope for development of updated ICWA policy
  - a) The extent to which the Report reflects recommendations and insights of American Indian and Maryland indigenous community leaders and stakeholders, federally recognized tribes, and LDSS leadership and staff.
  - b) The extent to which the report produced is timely and comprehensive.
  
- 6) Timeliness of meetings, reports, and communication when challenges arise that affect the timeline or contract performance.

**C. Reporting and Communication**

- 1) Participate in regular and timely progress meeting updates, including providing a brief written update prior to each meeting with the DHS OOS project manager.
- 2) Maintain open communication channels with all stakeholders throughout the project duration.

**D. Deliverables**

- 1) Deliverables must be submitted on time and meet the quality standards outlined in the D.3 below.
- 2) The Contractor shall submit every deliverable, to the State Project Manager.
- 3) Deliverable Descriptions/Acceptance Criteria

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

**Deliverables Summary Table\***

<b>RFP Section</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date / Frequency</b>
	Integrated Project Schedule	Microsoft Project schedule demonstrating tasks, task estimates,	Initial Delivery: With Proposal

		resource assignments, and dependencies for both Agency and Contractor Personnel, with tasks no less than 8 hours and no greater than 80 hours.	
A.1	Documented Process for Meeting with the American Indian Community Stakeholders and the Secretary of DHS	Microsoft Word	Initial Delivery: Two weeks after Contract start date
A.1.c	Meeting outcomes and recommendations as a result of the American Indian Community Stakeholders and the Secretary for DHS Meeting	Microsoft Word	Initial Delivery: 10 days after Stakeholders' Meeting with the Secretary
A.2	Documented Process for Meeting with Federally Recognized Tribes most impacted by Maryland child welfare	Microsoft Word	Initial Delivery: 20 days after Stakeholders' Meeting with Secretary
A.2.c	Federally Recognized Tribes Comprehensive Report	Microsoft Word	Initial Delivery: 10 days after meeting with Federally Recognized Tribes
A.3.	Documented Process for Engagement with LDSS Executive Directors/Associate Directors	Microsoft Word	Initial Delivery: 7 days after initial meeting with LDSS offices is scheduled.
A.3.b	Detailed Summary Report on existing ICWA competencies in LDSS Offices after training and resource sharing	Microsoft Word	Initial Delivery: 10 days after last LDSS engagement
A.4	Documented Process for Listening Sessions with Maryland American Indian and indigenous communities and LDSS Offices	Microsoft Word	Initial Delivery: 15 days after meeting with Federally Recognized Tribes

A.4.b	Detailed Report of each Listening Session with Maryland American Indian and Indigenous communities and LDSS Offices	Microsoft Word	Initial Delivery: 10 days after last listening session.
A.5	Detailed Report defining scope for development of updated ICWA policy and objectives for training on effective implementation.	Microsoft Word	Initial Delivery: 60 days after the last Listening Session with Maryland American Indian and Indigenous communities and LDSS Offices.

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

E. Milestones and Estimated Timeline

- 1) Meetings: October 2024 - January 2025
- 2) Reports: October - April 2025
- 3) Training-Related: January - April 2025

**5. GENERAL CONTRACTOR REQUIREMENTS**

A. Invoicing and Payment

- 1) Invoices must be submitted using the Department’s invoicing process. The State Project Manager shall provide this information upon contract award.
- 2) All invoices must (at a minimum) include the following information:
  - a) be signed and dated,
  - b) including the Contractor’s mailing address,
  - c) the Contractor’s Social Security number or Federal Tax ID number,
  - d) the State’s assigned Contract control number,
  - e) the goods/services provided,
  - f) the time period covered by the invoice, and
  - g) the amount of requested payment.
- 3) The Contractor shall bill the Department monthly by the 15<sup>th</sup>, or other requirements, such as what percentage of the total Contract award may be billed at certain intervals and/or if payment is linked to successful accomplishment or provision of certain deliverables.

B. Insurance Requirements

The following types of insurance and minimum amounts of coverage are required:



- 1) Commercial General Liability of \$500,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$500,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- 2) Crime Insurance/Employee Theft Insurance to cover employee theft with a minimum single loss limit of \$100,000 per loss, and minimum single loss retention not to exceed \$10,000. The State of Maryland and the DHS must be added as a "loss payee."
- 3) Automobile or Commercial Truck Insurance shall be maintained by the Contractor to include owned, leased, hired, and non-owned vehicles as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 4) The State of Maryland shall be listed as an additional insured on the faces of the certificates associated with the coverage's listed above, including umbrella policies, Workers' Compensation Insurance and professional liability. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, no less than five (5) days' advance notice of cancellation, or expiration. In the event the Contract Monitor received a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy in effect. All insurance policies shall be with a company licensed by the State of Maryland to do business and to provide such policies. Sub-contractor's should have comparable coverage and are required to provide the same documentation.

## 6. PROCUREMENT INSTRUCTIONS

### A. Pre-Proposal Conference

Not-Applicable

### B. Questions

All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (OS/POLIC-25-001-S – Indian Child Welfare Act Outreach and Engagement), and shall be submitted in writing via e-mail to the Procurement Officer listed in the Key Information Summary Page.

### C. State Project Manager

- 1) After Contract award, this person will serve as the primary point of contact for the Contractor in regard to the Contract resulting from this RFP. However, for certain contract related actions the Procurement Officer may communicate with the Contractor.
- 2) The State Project Manager for this Contract is: Camille Loya, Department of Human Services, [Camille.Loya@Maryland.gov](mailto:Camille.Loya@Maryland.gov), 443-683-1369

#### D. Proposal Due (Closing) Date and Time

- 1) Proposals in the number and form set for in Section 7, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 2) Requests for an extension of this date or time shall not be granted.
- 3) Proposals or unsolicited modifications to Proposals arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02F.
- 4) Oral, electronic mail, and facsimile Bids will not be accepted.

## 7. PROPOSAL FORMAT

#### A. Delivery:

- 1) Proposals shall only be accepted via the State's internet based electronic procurement system, eMMA. Offerors may not mail or hand-deliver Proposals.
- 2) Offerors shall provide their Proposals in two separate envelopes through eMMA following the [Quick Reference Guides](#) (QRG) labelled "**5 -eMMA QRG Responding to Solicitations (RFP)**" for double envelope submissions.
- 3) Two Part (Double Envelope) Submission:
  - a) Technical Proposal in Technical Proposal in searchable Adobe PDF format.
  - b) Financial Proposal entered into the price form spreadsheet in a searchable Adobe PDF format.

#### A. Proposal Submission shall include:

##### 1) Offeror Information Sheet and Transmittal Letter

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

##### 2) Executive Summary

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

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

##### 3) Minimum Qualifications Documentation

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP **Section 1**.

- 4) Offeror Technical Response to RFP Requirements and Proposed Work Plan.
- 5) Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a notification of recommendation for contract award, the following documents shall be completed and submitted by the recommended awardee within five (5) business days, unless noted otherwise. Submit one (1) electronic copy of each of the following documents:

- a) Signed contract (Attachment D)
- b) Completed Contract Affidavit (Attachment E)
- c) Copy of current certificate of insurance with the prescribed limits as set forth in RFP Section 5.B “Insurance Requirements,” listing the State as an Additional Insured, if applicable; see Section 5.B.

## **9. SELECTION CRITERIA**

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

- 1) Offeror’s Technical Response to Requirements and Work Plan;
- 2) Experience and Qualifications of Proposed Staff; and
- 3) Offeror Qualifications and Capabilities, including proposed subcontractors.

## **10. BASIS FOR AWARD**

The Contract will be awarded to the responsible Offeror whose Proposal meets the specifications set forth in the Small Procurement Solicitation and provides the most Advantageous Offer to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight with financial factors.

## **11. DEPARTMENT CONTRACT**

The successful offeror will be expected to sign a contract with the Department, sample enclosed as **ATTACHMENT D**.

## **12. CANCELLATION OF PROPOSALS**

The State may cancel this Solicitation, in whole or in part, whenever this action is determined to be fiscally advantageous to the State or otherwise in the State’s best interest. If the Solicitation is canceled, a notice of cancellation will be provided to all prospective Bidders/Offerors who were sent this Solicitation or otherwise are known by the Procurement Officer to have obtained this Solicitation.

### **13. ACCEPTANCE OF PROPOSALS**

The State reserves the right to accept or reject any and all Proposals, in whole or in part, received in response to this Solicitation, or to waive or permit cure of minor irregularities to serve the best interests of the State of Maryland.

### **14. PROPOSAL ACCEPTANCE**

The content of this Solicitation and the Proposal of the successful Offeror or Offerors will be included by reference in any resulting Contract. All prices, terms and conditions in the Bid/Proposal are irrevocable for 90 days after the closing date for receipt of Financial Proposals or Best and Final Offers, if requested. This period may be extended by written mutual agreement between the Offeror and the requesting State organization.

### **16. COMPLIANCE WITH LAWS/ARREARAGES**

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

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

### **17. VERIFICATION OF REGISTRATION AND TAX PAYMENT**

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

### **18. PROCUREMENT METHOD**

This award will be made in accordance with Code of Maryland Regulations (COMAR) 21.05.07, Small Procurement Regulations. Small procurement is defined as the use of procedures to obtain items reasonably expected by the Procurement Officer to cost \$100,000 or less.

**Minority Business Enterprises are strongly encouraged to respond to this solicitation.**

## **Attachment A. Financial Proposal & Instructions**

The **Financial Proposal & Instructions** is an Excel Spreadsheet and is included as a separate attachment to the solicitation.

<b>Attachment B. Bidder/ Offeror Information Sheet</b>
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<b>Bidder/Offeror</b>	
Company Name	
Street Address	
City, State, Zip Code	
Contractor Federal Employer Identification Number (FEIN)	
Contractor eMMA ID Number	As of the Bid/Proposal submission date, are you registered to do business with the state of Maryland?
<b>SBE / MBE/ VSBE Certification</b>	
SBE	Number: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
<b>Bidder/Offeror Primary Contact</b>	
Name	
Title	
Office Telephone Number (with area code)	
Cell Telephone Number (with area code)	
E-mail Address	
<b>Authorized Bid/Proposal Signatory</b>	
Name	
Title	
Office Telephone Number (with area code)	
Cell Telephone Number (with area code)	
E-mail Address	

A.

## **Attachment C. Bid/Proposal Affidavit**

### **Solicitation Number:**

#### **A. AUTHORITY**

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

#### **B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

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

#### **B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

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

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

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

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

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

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

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or



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

- (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure act; and
    - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

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

**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

**G. SUBCONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

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

**I. CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

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

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

(2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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

I FURTHER AFFIRM THAT:

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

**M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL**

I FURTHER AFFIRM THAT:

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

**N. I FURTHER AFFIRM THAT:**

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

**O. ACKNOWLEDGEMENT**

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

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

By: \_\_\_\_\_  
*Signature of Authorized Representative and Affiant*

Printed Name: \_\_\_\_\_  
*Printed Name of Authorized Representative and Affiant*

Title:

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*Title*

Date:

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*Date*

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**SAMPLE**

AGENCY CONTROL NUMBER

**SMALL PROCUREMENT STANDARD SERVICES CONTRACT  
BETWEEN  
MARYLAND STATE DEPARTMENT OF HUMAN SERVICES**

**AND**

**FOR**

THIS CONTRACT, effective as of \_\_\_\_\_, by and between the Maryland State Department of Human Services \_\_\_\_\_, hereinafter abbreviated as the "DHS/ \_\_\_\_\_" and \_\_\_\_\_ a \_\_\_\_\_ hereinafter referred to as the "CONTRACTOR".

The DHS/ \_\_\_\_\_ and the CONTRACTOR do mutually agree as follows:

**I.**

**PROGRAM AND SERVICES TO BE PROVIDED**

Subject to the continuing availability of the State and /or federal funds, the DHS/ \_\_\_\_\_ shall purchase the CONTRACTOR'S services and the CONTRACTOR shall \_\_\_\_\_. These services shall be provided in accordance with the terms and conditions of this Agreement, the DHS/ \_\_\_\_\_'s Scope of Work, the CONTRACTOR'S proposal and budget dated \_\_\_\_\_, attached as the Appendix and incorporated as part of this Agreement.

**II.**

**TERM OF AGREEMENT**

Performance under this Agreement shall commence on \_\_\_\_\_ and shall continue until agreed upon services are completed, but in any case no later than \_\_\_\_\_. The PARTIES, however, may mutually agree in writing to an earlier termination, or, the DHS/ \_\_\_\_\_, in its sole discretion, may serve upon the CONTRACTOR a written notification of an intention to terminate the Agreement as of thirty (30) days or more from the date of the receipt of such notice, pursuant to either Section IV (d) or (e) of this contract.

### III.

#### COSTS AND EFFICIENCY

(a) The cost to the DHS/ for the services to be provided by the CONTRACTOR under the Agreement shall not exceed: Dollars ( ).

(b) METHOD OF PAYMENT: Payments by the Fiscal Services Division shall be made upon submission of an invoice from the CONTRACTOR.

(c) Payment of these funds is conditional upon the DHS/ receiving funds as specified to pay for the total costs of the services set forth in the Appendix from .

If funds are not appropriated or otherwise made available to support continuation of the services hereunder in any succeeding fiscal year, the DHS/ shall have the right to terminate this Agreement and the CONTRACTOR is not entitled to recover any profits or costs not incurred before termination. This agreement shall be terminated automatically as of the beginning of the fiscal year for which funds are not available.

If the General Assembly fails to appropriate sufficient funds or if sufficient funds are not otherwise made available for performance of this contract, the DHS/ reserves the right in its sole discretion to reduce the total amount of funding under the contract.

(d) The CONTRACTOR'S Federal Tax identification Number is .

The CONTRACTOR agrees to include this number on all invoices billed to the DHS/ . The DHS/ may withhold payment for failure to comply with this provision.

The CONTRACTOR'S Social Security Number is (individual contractor only). This number will be used for disbursement and tax purposes only.

### IV.

#### GENERAL PROVISIONS AND CONDITIONS

(a) State Laws and Regulations: The terms of this Agreement and its execution are subject to all applicable Maryland Laws and Regulations and approval of other agencies of the State of Maryland as required under said laws and regulations.

(b) The DEPARTMENT designates INSERT NAME, ADDRESS, TELEPHONE #, FAX # and EMAIL ADDRESS, or designee, to serve as Title for this Agreement. The CONTRACTOR shall designate INSERT NAME, ADDRESS, TELEPHONE #, FAX # and EMAIL ADDRESS, or designee, to serve as Title for this Agreement. All contact between the DHS/ and the CONTRACTOR regarding all matters relative to this Agreement shall be coordinated through the DHS/ 's designated Title.

(c) Amendment of Agreement: This Agreement may be amended as the DHS/ and the CONTRACTOR mutually agree in writing. Amendments may not significantly change the scope of the contract (including the contract price). Except for the specific provision of the Agreement which is thereby amended, the Agreement shall remain in full force and effect after such amendment subject to the same laws, obligations, provisions, rules and regulations, as it was prior to said amendment.

(d) Extensions for Time: The Parties expressly reserve the right to extend the term of the Contract, without additional cost to the State beyond the NTE amount identified in Section III (a) herein and for services provided beyond the original term of the Contract, provided the extension is for a reasonable, limited, and defined time, and provided that the scope of work under the extension is the same as the original Contract. It is also agreed that all such modifications shall be reduced to writing, and signed by the Parties.

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

(f) Termination for Default: If the CONTRACTOR fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of the Agreement, the DHS/ may terminate the Agreement. Prior to terminating this Agreement, the DHS/ shall give the CONTRACTOR thirty (30) days prior written notice of such default and if the CONTRACTOR has not cured such default within the thirty (30) day period, the DHS/ may, by written notice, within five (5) days after expiration of this period, terminate the contract. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the CONTRACTOR shall, at the DHS/ 's option, become the State's property. The DHS/ 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 DHS/ can affirmatively collect damages. Termination hereunder, including the determination of the right and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11 B.

(g) Disputes: This Agreement shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10. Pending resolution of a claim, the CONTRACTOR shall proceed diligently with the performance of the Agreement in accordance with the Title's decision.

(h) Document Retention and Inspection: The CONTRACTOR shall retain all books, records, and other documents relevant to this Agreement for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of nonexpendable property, whichever is later, and upon receipt of reasonable written notice thereof, full access thereto and the right to examine any of said materials shall be afforded Federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties and such other persons as are authorized by the DHS/ .

(i) AntiBribery: The CONTRACTOR certifies that, to the best of its knowledge, neither the CONTRACTOR nor (if the CONTRACTOR is a corporation or a partnership) any of its officers, directors, or partners, nor any employee of the CONTRACTOR who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery attempted bribery, or conspiracy to bribe under the laws of any State or of the United States.



(j) Nonliability of the DHS/ : It is understood and agreed that the DHS/ shall not be liable in any action of tort, contract, or otherwise for any actions of the CONTRACTOR arising out of this Agreement.

(k) Nondiscrimination: The CONTRACTOR shall comply with the nondiscrimination portions of federal and Maryland law.

(l) Nondiscrimination in Programs: The CONTRACTOR agrees that, in providing any aid, benefit, service, program, or activity, under this contract on behalf of the DHS/ , it will not: (1) deny any individual the opportunity to participate in or benefit from the aid, or service equal to that provided others; (2) provide a qualified individual with a disability with any aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others; (3) provide different or separate aid, benefits, or services to individuals or classes of individuals with disabilities than is provided to others unless such action is necessary to provide qualified individuals with disabilities with aid, benefits, or services that are as effective as those provided to others; (4) deny a qualified individual with a disability the opportunity to participate as a member of any planning or advisory boards; or (5) otherwise limit a qualified individual with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving the aid, benefit, or service.

The CONTRACTOR agrees further to not utilize criteria or methods of administration that have the effect of subjecting anyone to discrimination on the basis of disability, or have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the DHS/ 's program with respect to individuals with disabilities.

(m) The CONTRACTOR, if providing direct services to the DHS/ 's clients, agrees to include an acknowledgment of funding received from the DHS/ under this contract in any and all related publications. "Related publications" are not limited to publications funded under the contract.

n) Suspension of Work: The procurement officer unilaterally may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the State.

(o) The CONTRACTOR shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.

THIS AGREEMENT, together with the Appendix attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the PARTIES and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the PARTIES hereto at the time of execution.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement and have caused their respective seals to be affixed hereto on or before the date first set forth herein.

<b>FOR THE CONTRACTOR:</b>	<b>FOR THE DHS/ :</b>

Signature	Signature
<u>Type Name Here</u>	<u>Type Name Here</u>
Name	Name
<u>Type Title Here</u>	<u>Type Title Here</u>
Title	Title
_____	_____
Date Signed	Date Signed

THIS AGREEMENT APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL.

**Attachment E. Contract Affidavit**

**Solicitation Number: OS/POLIC-24-001-S**

**A. AUTHORITY**

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

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

**I FURTHER AFFIRM THAT:**

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

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

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

*Name and Department ID Number: \_\_\_\_\_Address:*

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

*Name and Department ID Number: \_\_\_\_\_Address:*

**C. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business's policy of maintaining a drug and alcohol free workplace;

- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

#### F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date:

By: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)