

BID/PROPOSAL AFFIDAVIT**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

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 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 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.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder 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 or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or 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 or 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid.

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 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 §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 or 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; 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 and C and subsections D(1)—(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):
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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 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):
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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. 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, 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.

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. 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)

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

A. 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: _____.

B. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of

Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$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.

D. 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.

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 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 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: _____ (Authorized Representative and Affiant)

ATTACHMENT D—STANDARD SERVICES CONTRACT

CALDSS/SSA/12-006

THE DEPARTMENT OF HUMAN RESOURCES LEGAL SERVICES FOR CALVERT COUNTY DEPARTMENT OF SOCIAL SERVICES

THIS CONTRACT is made this 1st day of November, 2011 by and between the Department of Human Resources, an agency of the State of Maryland whose primary business address is 311 W. Saratoga Street, Baltimore, Maryland 21201 (hereinafter the “Department”) and _____ (hereinafter “Contractor”), whose primary business address is _____.

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

1. DEFINITIONS

- 1.1 **Department** means the Department of Human Resources.
- 1.2 **CALDSS** means Calvert County Department of Social Services, a unit within the Department.
- 1.3 **Procurement Officer** means Rebecca Gray, Calvert County Department of Social Services, 200 Duke Street Room N/A, Prince Frederick, MD 20678; (443) 550-6993; Fax: (410) 286-7429.
- 1.4 **State Project Manager** means Amye Scrivener, Interim Director, Calvert County Department of Social Services, 200 Duke Street, Room N/A, Prince Frederick, MD 20678; (443) 550-6967; Fax: (443) 550-6855, or designee, who is the sole point of contact relating to this Contract and the services provided hereunder.
- 1.5 **Proposal** means the Response by a Offeror in response to the Request for Proposals, ADPICS Number N00R402011.
- 1.6 **RFP** means the Request for Proposals.
- 1.7 **State** means the State of Maryland.

2. SCOPE OF WORK

- 2.1. The Contractor shall provide a practicing attorney, licensed in the State of Maryland, for the purpose of providing advice and representing the CALDSS before the Calvert County Courts for matters of Child Welfare, Adult Protective Services, Adult Services, Foster Care, Child Care, and Services to Families with Children as required by the Maryland Annotated Code, Human Services Article §3-601 and as outlined in Section III of the RFP..

These services shall be provided in accordance with this Contract and the following Attachments which are attached and incorporated herein by reference:

**The RFP
Attachments A through U
The Technical Proposal**

If there is any conflict between this Contract and the Attachments, the terms of the Contract shall govern. If there is any conflict among the Attachments, the following order of precedence shall determine the prevailing provision:

- Attachment 1 - The RFP**
- Attachment 2 – Technical Proposal**
- Attachment A – Pricing Proposal**
- Attachment B – Bid/Proposal Affidavit**
- Attachment C – Contract Affidavit**

- 2.2** The State Project Manager 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 State Project Manager or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3** This Contract is subject to State Finance and Procurement Article, Title 18. Additional information regarding the State's Living Wage requirement is contained in the attached Addendum entitled, "Living Wage Requirements for Service Contracts." It has been determined that this is a **Tier 2** Contract.

3. TERM

Unless otherwise terminated earlier as provided in this Contract, the term of this Contract shall be three years, commencing on or about November 1, 2011 or the day after the date approved by the Board of Public Works and end on October 31, 2014.

4. CONTRACTOR'S PERSONNEL

Contractor agrees that all personnel identified in its Proposal, or personnel of equal qualifications, shall be assigned to perform the terms of the Contract. Personnel

described in the Technical Proposal may only be removed from the performance of the Contract as provided in Section 4.3.D of the RFP.

5. CONSIDERATION AND PAYMENT

5.1 The consideration to be paid the Contractor shall be determined in accordance with the RFP and the Pricing Proposal. Any work performed by the Contractor in excess of the agreed upon total firm fixed price, without the prior written approval of the State Project Manager is at the Contractor's risk of non-payment. The Contract will not exceed _____.

The Contractor shall bill the Department monthly, by the 15th calendar day of the succeeding month using the Monthly Invoice. Payment shall be made based on 1/12 of each annual contract amount.

5.2 INVOICING

A. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract, fails to perform in a satisfactory and timely manner, or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract.

B. Invoices must be addressed to:

Amye Scrivener, Assistant Director for Services
Calvert County Department of Social Services
200 Duke Street
Prince Frederick, Maryland 20678
Voice: (443) 550-6967 **Fax:** (443) 550-6855
Email: ascriven@dhr.state.md.us

All invoices must be signed and dated in addition to including the Contractor's mailing address, the Contractor's Federal Tax ID number, which is _____, the State's assigned contract control number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

C. Payments to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after receipt of an approved invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as applicable, are prohibited.

6. COSTS 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 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 offer, was inaccurate, incomplete, or not current.

7. CONTINGENT FEE PROHIBITION

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

8. NON-AVAILABILITY OF FUNDING

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring cost 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.

9. NON-HIRING OF STATE OFFICIALS AND EMPLOYEES

No official or employee of the State, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

10. INDEPENDENT CONTRACTOR STATUS

The Contractor is an independent Contractor and neither the Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the State or the Department. Nothing contained in this Contract is

intended or should be construed as creating the relationship of co-partners, joint ventures, or an association between the State or the Department and the Contractor.

From any amount due the Contractor, there will be no deductions for federal income tax or FICA payments, or for any State income tax, or for any other purposes that are associated with any employer-employee relationship, unless required by law. Payment of federal income tax, FICA, and any State income tax is the responsibility of the Contractor.

11. MARYLAND LAW

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

12. COMPLIANCE WITH LAWS

The Contractor hereby 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, or the Federal Government, 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 applicable federal, State and local governmental laws, regulations and standards applicable to its activities and obligations under this Contract.
- D. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

13. PRE-EXISTING REGULATIONS

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

14. SUBCONTRACTING AND SUCCESSOR IN INTEREST

14.1 The Contractor shall not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State Project Manager.

The Contractor shall not assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State Project Manager. Any such subcontract or assignment, including the terms and conditions of any such agreement, shall be subject to the unilateral determination of the State Project Manager to protect the interest of the State. The Department shall not be responsible for the fulfillment of the Contractor's obligation to the subcontractors.

14.2 The Contractor shall notify the State Project Manager, in writing, regarding its intent or thirty (30) days before its final decision, to merge, acquire or be acquired by another organization (novation). The Contractor shall provide the State Project Manager with the documentation required by COMAR 21.05.02.24.

14.3 The Contractor shall notify the State Project Manager, in writing, within twenty-four (24) hours of a filing of bankruptcy and identify the Department and the State of Maryland as a secured creditor.

15. PROMPT PAYMENT OF SUBCONTRACTORS

15.1 The Contractor shall ensure that all subcontractors, including MBE subcontractors, are promptly paid any undisputed amount to which the subcontractor is entitled. An undisputed amount is an amount owed by a 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.

15.2 If the Contractor withholds payment of an undisputed amount to its subcontractors, the Department, may, at its sole option and discretion: a) refuse to 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.

15.3 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.

15.4 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.

15.5 To ensure compliance with certified MBE subcontract participation goals, and to monitor compliance with the terms of the contract, the Department shall take action to remedy noncompliance consistent with COMAR 21.11.03.13.

15.6 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 Section 15 herein, may not affect the rights of the contracting parties under any other provision of law, be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding, or result in liability against or prejudice the rights of the Department.

16. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate against any employee or applicant for employment because of marital status, race, color, religion, sex, age, physical or mental disability, national origin, or sexual orientation. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination because of their race, color, religion, sex, age, physical or mental disability, national origin, or sexual orientation. The Contractor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State Project Manager or by the governmental agency exercising jurisdiction, setting forth the substance of this clause.

17. NONDISCRIMINATION IN PROGRAMS/AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor agrees that, in providing any aid, benefit, service, program, or activity, under this Contract on behalf of the Department, it will not: (a) deny any individual the opportunity to participate in or benefit from the aid, benefit or service equal to that provided others; (b) 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; (c) provide different or separate aid, benefits, or service 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 aids, benefits, or services that are as effective as those provided to others; (d) deny a qualified individual with a disability the opportunity to participate as a member of any planning or advisory boards; or, (e) otherwise limit 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 Department of Human Resources' program with respect to individuals with disabilities.

18. CONFIDENTIALITY AND SAFEGUARDING CLIENT INFORMATION

Except in accordance with a court order, neither party shall use or disclose any information concerning a recipient of the services provided under this Contract for any purposes not directly connected with the administration of such services, except upon written consent of the other party and the recipient or his/her responsible parent,

guardian, or legal representative or as required by §§ 10-611, et seq., State Government Article and Human Services Article §§ 1-201 to 1-205, Maryland Annotated Code and COMAR 07.01.07.

Nothing in this Contract shall prevent the Department or the Contractor from using and disclosing statistical data derived from information concerning a recipient of the services provided under this Contract so long as that statistical data does not identify any recipient of such services.

19. DELAYS AND EXTENSIONS OF TIME

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 may 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 State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delays of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor, subcontractor, or suppliers.

20. INDEMNIFICATION

20.1 The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

20.2 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.

20.3 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. The State shall only be liable up to the amount for which it is found liable under the Maryland Tort Claims Act, §§ 12-101, *et seq.*, State Government Article, Annotated Code of Maryland.

20.4 The Contractor shall immediately notify the State Project Manager of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

21. SUSPENSION OF WORK

The State Project Manager 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 State may determine to be appropriate for the benefit of the Department.

22. 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 Project Manager shall determine that such termination is in the best interest of the State. The State will ensure that the Contractor is paid for all reasonable, allowable and allocable costs associated with the termination of this Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by COMAR 21.07.01.12A (2).

23. TERMINATION FOR DEFAULT

If the Contractor fails to fulfill its obligations under this Contract properly and in a timely manner, or otherwise violates any provision of the Contract, the State may terminate the Contract for default. The State Project Manager shall give the Contractor thirty (30) days prior written notice of such default, and if the Contractor has not submitted a corrective action plan within seven (7) days and cured such default within the thirty (30) day period, the State Project Manager 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 State's option, become the Department's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance up to the effective date 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 determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

24. DISPUTES

This Contract shall be subject to the provisions of Title 15, Subtitle 2, State Finance and Procurement Article, 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 Contracts Administrator's decision. Unless a lesser period is provided by statute, regulation, or this Contract, the Contractor must file a written notice of claim with the State Project Manager 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 this Contract, the Contractor must submit to the State Project Manager its written claim containing the information specified in COMAR 21.10.04.02.

25. MERGER, AMENDMENTS, AND/OR MODIFICATIONS

This Contract, together with the Attachments attached hereto and incorporated herein by reference, represents the complete, entire, total and final Contract between the Department and the Contractor. No other understanding or representation, oral or written, regarding the subject matter of this Contract, shall be deemed to exist or to bind the Department and the Contractor hereto, and any such understanding or representation existing prior to the execution of this Contract is hereby specifically and entirely superseded thereby. The Department and the Contractor expressly reserve the right to amend, alter, vary, modify or waive any provision of this Contract provided only that:

- A. Such amendment, alteration, variation, modification, or waiver must first be approved in writing by the State Project Manager, subject to any additional approvals required by State law; and
- B. After the provisions of (a) above have been fully satisfied, such amendment, alteration, variation, modification, or waiver shall be valid only when reduced to a writing which has been duly signed by each and every signatory to the original of this Contract or, in the alternative, to any and all legal successors to the aforesaid signatories.

The Parties hereby expressly acknowledge the possibility of substantial changes in federal regulations applicable to the Contract and expressly agree to renegotiate this Contract as necessary to comply with such changes.

25.1 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 5.1 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, signed by the Parties, and may be subject to approval by the Board of Public Works.

26. FINANCIAL DISCLOSURE

The Contractor shall comply with the provisions of §13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other contracts with the State 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 contracts reaches \$100,000, file with the Secretary of State of Maryland a list that contains the name and addresses of: any resident agent of the business; each

officer of the business; and if, known, each person who has beneficial ownership of the business.

27. POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with §§ 14-101 through 14-108, Election Law Article, Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other contracts with the State, a county, or an incorporated municipality, or their agencies, during any 12-month period in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws:

- A. 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 (2) calendar years; and
- B. If the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on:
 - (i) February 5, to cover the six (6)-month period ending January 31; and
 - (ii) August 5, to cover the six (6)-month period ending July 31.

28. RETENTION OF RECORDS

The Contractor shall retain all books, records, including documents that reflect all direct or indirect costs expended in the performance of this Contract for a period of no less than three (3) years after the date of final payment, in accordance with COMAR 21.07.01.21.

29. RIGHTS TO RECORDS

29.1 The Contractor agrees that all documents and materials, including, but not limited to, reports, work papers, studies, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. To the extent that the Contractor incorporates any of its materials, reports or data into the documents and materials delivered under any Deliverable, the Contractor hereby grants to the State a royalty-free, non-exclusive right to use such Contractor's information solely for the State's use and that of its agents.

29.2 Notwithstanding anything to the contrary in this Contract, Contractor shall have the right to retain a copy of all its work papers and administrative records but shall not be entitled to use such documents except for the benefit of the State or the Contractor's internal record keeping requirements.

29.3 At any time during normal business hours, and as deemed necessary by the State, the Contractor agrees that the State or any of its duly authorized representatives shall have access to and the right to audit any supporting document, including but not limited to all of the records stated above, for a period of five (5) years after completion of the Contract, final payment by the State, or any applicable statute of limitations, whichever is longer. The Contractor shall permit the State to make excerpts or transcripts from the photocopies of all such records the State auditor deems appropriate. The Contractor further agrees that the independent CPA or firm hired by the Contractor will allow the Department to examine any of the working papers considered or used in preparing the audit for the time period detailed above. The Contractor shall give the State or any of its duly authorized representatives explicit authorization to review and copy any records maintained by another government agency which are related to the expenditures incurred by the Contractor in the performance of services under this Contract or in compliance with this Contract and applicable laws and regulations. These agencies may include, but are not limited to, the Comptroller of the Treasury, State Department of Assessments and Taxation, and State Unemployment Insurance Fund. The Contractor acknowledges that the Department is authorized by it to review and copy any such records, and hereby certifies that its execution of this Contract is evidence of this authorization and may be construed by these agencies as authorizing the release of any such records to the Department upon the request of the Department, with no further written authorization from the Contractor being necessary.

29.4 The State, or its employees, agents or designees, including auditors in the Office of Inspector General, may make unannounced visits to the Contractor's facility at any time. In all other instances, the Contractor shall make its facility available for inspection or visits by the State upon two (2) business days notice.

30. LOSS OF DATA

In the event of loss of any data or records necessary for the performance of this Contract, where such loss is due to the error or negligence of the Contractor, subcontractors, or agents, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records on a schedule set by the State Project Manager.

31. CONTINGENT FEE PROTECTION

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

32. COMMERCIAL NONDISCRIMINATION

32.1 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.

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

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

33. PURCHASE AND TREATMENT OF ASSETS

- A. Contractor shall obtain written approval of the Department for any purchase of assets with funds paid under this contract, excluding ordinary office supplies, except that such is not required with regard to purchase of assets described in the Appendix attached hereto.
- B. Title to all property purchased by the Department shall remain in the Department. Title to all property acquired by the Contractor at a cost of over five hundred (\$500) dollars including purchase by lease-purchase

agreement for the cost of which the Contractor is to be reimbursed under this contract, shall immediately vest in the Department upon (i) issuance for use of such property in the performance of this Contract, or (ii) reimbursement of the cost thereof by the Department, whichever occurs first.

- C. The Contractor shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of the Department's property so as to assure its full availability and usefulness for the performance of this Contract.
- D. The Department's property shall, unless otherwise provided herein, or approved in writing by the Department, be used only for the performance of this Contract.
- E. In the event that the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Department's property, it shall use the proceeds to repair, renovate, or replace the Department's property involved, or shall credit such proceeds against the cost of the work covered by the Contract, or shall otherwise reimburse the Department as directed by the Department.
- F. At the conclusion of the term of this Contract, the Contractor shall deliver to the Department a listing of all the Department's property purchased hereunder, showing the following information as to each property item:
 - (i) Description of the property;
 - (ii) Manufacturer's serial number or other identification number;
 - (iii) Acquisition date and cost;
 - (iv) Source of the property;
 - (v) Percentage of Federal funds used in acquisition of the property; and
 - (vi) Location, use and condition of the property.

33.1 Upon termination of the Contract, the Department may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of this Contract.

34. ADMINISTRATIVE

State Project Manager. All matters relating to compliance with this Contract shall be referred to the State Project Manager for determination.

Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

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:

If to the Contractor:

35. TECHNICAL ASSISTANCE AND CONSULTATION

The Department shall furnish the Contractor with such technical assistance and consultation by the Department's staff as is reasonably necessary to assure satisfactory performance in providing the services required by this Contract and be it readily available elsewhere.

The use of funds under this Contract by the Contractor to hire consultants shall require the prior approval by the Department's designated Procurement Officer, of any such arrangement and the proposed work plan of the consultant(s) involved.

36. PUBLICITY

The Contractor, if providing direct services to the Department's clients, agrees to include an acknowledgement of funding received from the Department under this Contract in any and all related publications. "Related Publications" are not limited to publications funded under the Contract.

37. DRUG AND ALCOHOL FREE WORKPLACE

The Contractor shall maintain a drug and alcohol free workplace, in accordance with COMAR 21.11.08, Drug and Alcohol Free Work Place.

IN WITNESS WHEREOF, the Parties have executed this Contract and have caused their respective seals to be affixed hereto.

ATTEST:

FOR: CONTRACTOR

Witness

By:

Type Title Here
Title

Date Signed

**FOR: DEPARTMENT OF HUMAN
RESOURCES**

Witness

By:

Director, Calvert County D.S.S.
Title

Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

ASSISTANT ATTORNEY GENERAL

(Date)

APPROVED BY BPW:

(BPW Item #)

(Date)

State of Maryland
Comptroller of Maryland

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business/Individual name _____

Address line 1 _____

Address line 2 _____

City _____ State _____ Zip code

Taxpayer identification number:

Federal Employer Identification Number:

(or) Social Security Number:

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

Financial institution information:

Name and address _____

Contact name and phone number (include area code) _____

ABA number

Account number

Account type: Checking Money Market Savings

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

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

A VOIDED CHECK from the bank account must be attached or letter from the bank confirming the account number.

Transaction requested:

- 1. Initiate all disbursements via EFT to the above account.
- 2. Discontinue disbursements via EFT, effective _____
- 3. Change the bank account to above information – a copy of the approved Registration Form for the previous bank account 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 individual, company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

State Treasurer’s Office Approval Date

General Accounting Division Approval Date

To Requestor:

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

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

(or) Fax: 410-974-2309

Instructions: Obtain Electronic Funds Transfer instructions at <http://compnet.comp.state.md.us/gad>.
Questions may be submitted by email to: gad@comp.state.md.us. Or call 1-888-784-0144