**Solicitation #: OS/CSC-15-001-S**

**CUSTOMER SERVICE CENTER (CSC) RFP ATTACHMENTS**

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## ATTACHMENT A – CONTRACT

**CUSTOMER SERVICE CENTER (CSC) SERVICES**

**OS/CSC-15-001-S**

THIS CONTRACT (the “Contract”) is made this **(“Xth”)** day of **(month), (year)** by and between **(Contractor’s complete legal name as registered with the State Department of Assessments & Taxation)** and the STATE OF MARYLAND, acting through the Department of Human Resources.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

**1. Definitions**

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

* 1. “COMAR” means Code of Maryland Regulations.

1.2 “Contractor” means **(Contractor’s name)** whose principal business address is **(Contractor’s primary address)** and whose principal office in Maryland is **(Contractor’s local address)**.

1.3 “Department” means the Department of Human Resources, whose primary business address is 311 W. Saratoga Street, Baltimore, Maryland 21201 (hereinafter the “Department”).

1.4 OS means Office of the Secretary, a unit within the Department.

1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated **(Financial Proposal date)**.

1.6 “Procurement Officer” means the Department employee identified in Section 1.5 of the RFP as the Procurement Officer.

1.7 “RFP” means the Request for Proposals for **Customer Service Center (CSC) Services** Solicitation # **OS/CSC-15-001-S**, and any addenda thereto issued in writing by the State.

1.8 “State” means the State of Maryland.

1.9 “State Project Manager” means the Department employee identified in Section 1.6 of the RFP as the State Project Manager.

1.10 “Technical Proposal” means the Contractor’s Technical Proposal dated **(Technical Proposal date)**.

**2. Scope of Contract**

2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

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

Exhibit C – The Proposal (Technical and Financial)

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

* 1. 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 I Contract.

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

**3. Period of Performance.**

3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately **5** years beginning **(anticipated Contract start date)** and ending on **(anticipated end date of base term of Contract)**.

3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

**4. Consideration and Payment**

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the **Financial Proposal Form (Attachment F)**. Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract shall not exceed $**(Not-to-Exceed amount)**.

The Contractor shall bill the Department as follows in a format to be approved by the State Project Manager prior to use:

1. Transition-In Activities: No later than thirty (30) Calendar Days after the end of the six (6) month Transition-In period.
2. On-going CSC Activities: Submission of a separate Invoice for each Administration that is due on a monthly basis thirty (30) Calendar Days after the preceding month’s end. Payment will be made based on the actual volume occurred in the report month (beginning from the 1st day to the last day of the month) and after approval by the State Project Manager. The Contractor shall bill at the unit price from the **Financial Proposal (Attachment F)** for the interval of usage attained each month for each billable activity.
3. Task Order Requests: No later than thirty (30) Calendar Days after Task Order completion. Payment will be made if and when the tasks are accepted by the State Project Manager.
4. Payment shall be made based on the Contractor’s one-time only Firm Fixed Price for Transition-In activities, Fixed Unit Prices for on-going CSC operations and Hourly Labor Rates for Task Order Requests (Not-to-Exceed $500,000), as provided on the **Financial Proposal** **(Attachment F)** for each Contract Period. The Contractor’s Firm Fixed Price, Fixed Unit Prices and Hourly Labor Rates shall take into consideration all profit, direct and indirect costs. No increases in the Contractor’s Prices will be allowed except as provided on the Financial Proposal.
   1. The Department reserves the right to reduce or withhold Contract payment or apply Liquidated Damages (see Section 1.44) in the event the Contractor does not meet Performance Standards and/or provide the required Deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.
5. Invoices must be addressed to:

**Crystal Weaver**

**Constituent Services Office**

**Department of Human Resources**

**311 West Saratoga Street, Room 247**

**Baltimore, Maryland 21201-3500**

1. All invoices shall include the following information:

* Contractor name;
* Remittance address;
* Federal taxpayer identification number (or if sole proprietorship, the individual’s social security number);
* Invoice period;
* Invoice date;
* Invoice number;
* State assigned Contract number;
* State assigned (Blanket) Purchase Order number(s);
* Goods or services provided; and
* Amount due.
* Amount invoiced-to-date
* Amount paid-to-date
* Amount paid-to-date based on the SFY cycle
* Balance

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

The final invoice is due one (1) month after the Contract ends.

4.3 Payments to the Contractor shall be made no later than thirty (30) days after the Department’s receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, are prohibited. Invoices shall be submitted to the State Project Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller’s Office grants Contractor an exemption.

* 1. In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
  2. Contractor’s eMaryland Marketplace vendor ID number is **(Contractor’s eMM number)**.

**5. Rights to Records**

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

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

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

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

**6. Exclusive Use**

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

**7. Patents, Copyrights, and Intellectual Property**

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor’s expense and will pay all damages, costs, and attorneys’ fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor’s opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item’s specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

**8. Confidentiality**

8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor’s computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

8.2 This Section 8 shall survive expiration or termination of this Contract.

**9. Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Project Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

**10. Indemnification**

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys’ fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State’s employees.

10.3 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.

10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.

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

10.6 This Section 10 shall survive termination of this Contract.

**11. Non-Hiring of State Officials and Employees**

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

**12. Disputes**

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

**13. Maryland Law**

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

13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.

13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

**14. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, or disability of a qualified individual with a physical or mental disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**15. Nondiscrimination in Programs/Americans with Disabilities Act Compliance**

15.1 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.

15.2 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’s program with respect to individuals with disabilities.

**16. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the 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 this Contract.

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

**18. Termination for Cause**

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

**19. Termination for Convenience**

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

**20. Delays and Extensions of Time**

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

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

**21. Suspension of Work**

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

**22. Pre-Existing Regulations**

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

**23. Financial Disclosure**

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

**24. Political Contribution Disclosure**

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

**25. Documents Retention and Inspection Clause**

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This Section 25 shall survive expiration or termination of the Contract.

**26. Compliance with Laws**

The Contractor hereby represents and warrants that:

26.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

26.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

26.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

26.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**27. Cost and Price Certification**

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

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

**28. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor’s obligations to its subcontractors.

**29. Liability**

29.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:

a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;

b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor’s liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

**30. Parent Company Guarantee (If Applicable)**

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

**31. Commercial Nondiscrimination**

31.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19.  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 Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions.  This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

31.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

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

**32. Drug and Alcohol Free Workplace**

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

**33. Prompt Pay Requirements**

33.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the

Department, at its option and in its sole discretion, may take one or more of the following actions:

a. Not process further payments to the contractor until payment to the subcontractor is verified;

b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

d. Place a payment for an undisputed amount in an interest-bearing escrow account; or

e. Take other or further actions as appropriate to resolve the withheld payment.

33.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:

a. Retainage which had been withheld and is, by the terms of the agreement between the

Contractor and subcontractor, due to be distributed to the subcontractor; and

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

33.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

a. Affect the rights of the contracting parties under any other provision of law;

b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or

c. Result in liability against or prejudice the rights of the Department.

33.4 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 (MBE) program.

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

a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

b. This verification may include, as appropriate:

i. Inspecting any relevant records of the Contractor;

ii. Inspecting the jobsite; and

iii. Interviewing subcontractors and workers.

iv. Verification shall include a review of:

(a) The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and

(b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.

c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

d. If the Department determines that the Contractor is in material noncompliance with

MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:

i. Terminate the contract;

ii. Refer the matter to the Office of the Attorney General for appropriate action; or

iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.

e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

**34. State Project Manager and Procurement Officer**

The work to be accomplished under this Contract shall be performed under the direction of the State Project Manager. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

**35. 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: **Crystal Weaver**

**State Project Manager**

**Department of Human Resources**

**Constituent Services Offices, Room 247**

**311 W. Saratoga Street**

**Baltimore, Maryland 21201-3500**

If to the Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**35. Hiring Agreement**

The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (Attachment O). The Hiring Agreement is to be executed by the Bidder/Offeror and delivered to the Procurement Officer within ten (10) Working Days following receipt of notice by the Bidder/Offeror that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

**36. Limited English Proficiency**

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services.

**37. Miscellaneous**

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

36.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

**37. Liquidated Damages**

**MBE and Subcontractors**

37.1 The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur economic damages and losses, including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and pertinent MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or pertinent MBE Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed-upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of each violation.

37.1.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3): **$27.00** per day until the monthly report is submitted as required.

37.1.2 Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B(4): **$87.00** per MBE subcontractor.

37.1.3 Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.

37.1.4 Failure to meet the Contractor’s total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

37.1.5 Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of the Contract: **$100.00** per day until the undisputed amount due to the MBE subcontractor is paid.

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

**Failure to Meet Performance Requirements**

37.2 The Contractor agrees that in the event of a failure to meet timelines in an approved project plan, Deliverable due dates and/or service levels defined in the Service Level Agreement (SLA) of the RFP, damage shall be sustained by DHR.

Actual damages to the State may be extremely difficult and impractical to determine.  It is therefore agreed that the State, at its sole option and after the Contractor has been given reasonable opportunity as described in Section 1.44.1(F) of the RFP, of which the timeframe will be determined at the sole discretion of the State Project Manager, to cure the failure and if fails to do so, may require the Contractor to pay Liquidated Damages for such failures according to the following subsections.

* + 1. A single event of failure on the part of the Contractor or its subcontractors shall only result in the imposition of damages in one Liquidated Damage Category.
    2. Linkages to the Liquidated Damages threshold as detailed in the RFP Section 3.6 – Performance Standards are limited as follows:

1. In the event of a force majeure event, or a failure due to third parties outside of the Contractor’s reasonable control, no Liquidated Damages will apply.
2. In the event of a failure other than an excusable failure as described in subsection (1) above, resulting from the Contractor, the maximum amount for Liquidated Damages shall not exceed 15% of the total charges invoiced in an average monthly period.  The average monthly period will be calculated based on all previous invoices submitted to date prior to the assessment of Liquidated Damages.
   * 1. Amounts due to the State as Liquidated Damages will be deducted by the State Project Manager from any money in the next invoice payable to the Contractor pursuant to this Contract. The State Project Manager will notify the Contractor in writing of any claim for Liquidated Damages fifteen (15) Business Days before the date the State Project Manager deducts such sums from money payable to the Contractor. No delay by the State Project Manager in assessing or collecting Liquidated Damages shall be construed as a waiver of such rights.
     2. The Contractor shall not be liable for Liquidated Damages when, in the opinion of DHR, incidents or delays result from an excusable failure.  DHR shall adopt a reasonable standard of review, which takes into consideration the totality of the circumstances.  The Contractor will bear the burden of providing evidence, that the delay is attributable to, and the responsibility of, another entity outside and independent of the custody, control, supervision and/or direction of the Contractor, its officers, agents or employees.  Failure to provide such proof will result in the Contractor being responsible and liable for all Liquidated Damages hereunder.
     3. DHR will audit various information monthly pertaining to the Contractor’s level of compliance with Contract requirements. Until the Department has completed an audit of the Contractor’s performance for a given month no Liquidated Damage will be assessed for that month. Such an audit will involve a review of Contractor statistics of service activities for which minimum performance standards have been established (See RFP Section 3.6).
     4. To enable the State Project Manager to render a timely decision regarding any dispute of an occasion when a liquidated damage is assessed, at the time the Contractor disputes the liquidated damage assessment it shall provide a full explanation of why it does not believe the liquidated damage should be assessed, or assessed for the amount indicated. If the State Project Manager does not believe the submitted justification or substantiation thereof is sufficient, or if the Contractor fails to provide the required justification for its dispute, the State Project Manager may request additional justification and/or documentation, and/or may give a finite deadline for the submission of such justification and/or documentation.
     5. If the requested justification and/or documentation are not submitted within the required timeframe, the State Project Manager will render a determination based upon whatever information has been provided to that point in time.
     6. Any time a Liquidated Damage assessment is disputed by the Contractor, the State Project Manager will render a written (typically email) final decision concerning the imposition of the Liquidated Damage. This final decision can:
3. Uphold the liquidated damage assessment;
4. Rescind the liquidated damage, in full or in part; or,
5. Determine that a given Liquidated Damages assessment is merited, but that the amount of assessment should be different than originally computed.
   * 1. For three (3) months from the Go-Live Date, DHR will not assess any Liquidated Damage, except for Liquidated Damages for Transition-In activities and MBE participation.

**Failure Notification Requirement**

37.3 Written notification of failure to meet a performance requirement shall be given by the State Project Manager to the Contractor.  The Contractor shall have three (3) Working Days from the date of receipt of the written notification of failure to perform the specifications to cure the failure set forth in the written notification.  If the failure is not resolved or if the Contractor fails to provide a plan to cure the failure that is acceptable to DHR within this period, Liquidated Damages may be imposed retroactively to the date of failure to perform, excluding Days used by DHR to review the product if it proves acceptable.  However, if the product is not acceptable these review Days may be included in the computation of Liquidated Damages.  Such review shall be done within a reasonable time period and in no event exceed more than ten (10) Working Days.

**Failure to Meet Performance Standards Criteria**

37.4 For any failure by the Contractor to meet Critical performance standards DHR may require the Contractor to pay Liquidated Damages in the amount of $2,000.00 per Day up to the maximum amount until such standards are met and accepted by the State Project Manager.  If the Contractor fails to meet the standard, the State may move to terminate the Contract for default.  Critical requirements are listed in (RFP Section 3.6 – Performance Standards)of this RFP.

***Transition-In* and *Transition-Out* Timelines**

* 1. ***Transition-In* Performance Standard.** The Contractor is responsible for ensuring that the overall project is not jeopardized by delays in the Transition-In schedule, as agreed and stated in the Contract, and defined in the Final Transition-In Plan approved by the State Project Manager. The Contractor may not charge DHR for any additional effort required to meet these schedules.
  2. **Liquidated Damages.** If the Contractor fails to complete the required Transition-In activities within the transition period, Liquidated Damages of $1000.00 per Calendar Day shall be assessed for every Calendar Day or fraction of a Day that the schedule is delayed, from the date of written notification by the State Project Manager to the Contractor that activities are late.  Delays that occur that are not within the scope of control of the Contractor as previously defined will not result in Liquidated Damages.
  3. ***Transition-Out* Performance Standard.** The Contractor is responsible for ensuring that the services provided to DHR are not jeopardized by delays in the Transition-Out schedule, as agreed and defined in the Final Transition-In Plan of the incoming Contractor that has been approved by the State Project Manager. The Contractor may not charge DHR for any additional effort required to meet these schedules.  In addition, the Contractor must perform in such a manner that it facilitates the attainment of the due dates by the incoming Contractor.  The Contractor will participate in all meetings, produce all documentation no later than three (3) Working Days after the request, and complete all assigned activities in accordance with the Transition-In Plan for a successor Contractor approved by the State Project Manager.
  4. **Liquidated Damages.** If the Contractor fails to complete the required Transition-Out activities in accordance with the defined due dates, Liquidated Damages of $1,000.00 per Calendar Day shall be paid by the Contractor to DHR for every Calendar Day, or fraction of a Day that the activity is delayed, from the date of written notification by the State Project Manager to the Contractor that the activity is late.  Delays that occur that are not within the scope of control of the Contractor as previously defined will not result in Liquidated Damages.

**Support Services & Service Levels Agreement**

* 1. The Contractor shall be responsible for performance of the services in accordance with the minimum standards as set forth in the Services Level Agreement based on requirements set forth in Section 3.5.8 Technical - Support Services & Service Level Agreement of the RFP.  Each of the referenced Service Levels shall be measured at the request of the State Project Manager or on a monthly basis at 15-minute intervals during the randomly selected day at randomly selected locally attached terminals or workstations.

The Contractor shall provide the necessary equipment and/or methodology for measuring performance and shall perform those measurements.  Such equipment and/or methodology are subject to approval by the State Project Manager.  Measurements shall be taken on a schedule to be provided by the State Project Manager.  Additional measurement periods shall be required, at the option of the State Project Manager, on demand and unannounced.

For each Critical type performance standard that is missed, the Contractor shall pay the State Liquidated Damages of $2000 per Day or up to 15% of the total monthly invoice if the responses do not meet or exceed the performance requirements as a result of the randomly performed tests.

**Key Personnel**

37.10 In the event that the Contractor diverts or replaces Key Personnel without the prior written approval of DHR, the Contractor is subject to Liquidated Damages in the amount of $1,000 per Business Day for diversion or removal of the Contractor’s Project Manager and $500 per Business Day for all other Key Personnel, until the Key Personnel member’s replacement is approved by the State Project Manager and begins work. The damages will begin the first Business Day of the diversion, removal or replacement of Key Personnel by the Contractor and applies only to diversion or replacement of Key Personnel by the Contractor that is within the Contractor’s control.  The provision is intended to be a disincentive against the unilateral diversion or removal by the Contractor of Key Personnel and no Liquidated Damages will be payable by the Contractor if diversion, removal or reassignment of such personnel is required as a result of the following, provided that the Contractor provides written notification to the State Project Manager fifteen (15) Days prior to such diversion, removal or reassignment and exercises commercially reasonable efforts to find a suitable replacement for the Key Personnel:

1. When such personnel voluntarily resign from the Contractor’s employment
2. When such personnel are dismissed by the Contractor for non-performance or for misconduct
3. When such personnel are incapacitated more than fifteen (15) Days
4. When DHR initiates a Directed Personnel Replacement or reassignment of such personnel

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

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| --- | --- |
| Contractor | State of Maryland  DEPARTMENT OF HUMAN RESOURCES |
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| By: | By: **Theodore Dallas, Secretary** |
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| Approved for form and legal sufficiency  this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Assistant Attorney General |  |
|  | |
| APPROVED BY BPW: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  (Date) (BPW Item #) | |
|  | |

## ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

Solicitation Number: OS/CSC-15-001-S

A. AUTHORITY

I HEREBY AFFIRM THAT:

I       (print name),       (title) of       (print firm 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.

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

The undersigned bidder 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 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 21.11.12; 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):

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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):

     .

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).

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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):

     .

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. CERTIFICATION REGARDING INVESTMENTS IN IRAN

1. The undersigned certifies that in accordance with State Finance and Procurement Article §17-705, Annotated Code of Maryland:
2. 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
3. It is not engaging in investment activities in Iran as described in State Finance and Procurement, Article §17-702, Annotated Code of Maryland.
4. 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. 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:

(Print Name of Authorized Representative and Affiant)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Authorized Representative and Affiant)

## ATTACHMENT C – CONTRACT AFFIDAVIT

Solicitation Number: OS/CSC-15-001-S

1. AUTHORITY

I HEREBY AFFIRM THAT:

I       (print name),       (title) of       (print firm name) possess the legal authority to make this affidavit on behalf of the business for which I am acting.

1. 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: |  | |

1. 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.

1. 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.

1. 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:

1. Maintain a workplace free of drug and alcohol abuse during the term of the contract;
2. 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;
3. Prohibit its employees from working under the influence of drugs or alcohol;
4. 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;
5. 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;
6. Establish drug and alcohol abuse awareness programs to inform its employees about:
7. The dangers of drug and alcohol abuse in the workplace;
8. The business's policy of maintaining a drug and alcohol free workplace;
9. Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
10. The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
11. Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
12. 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:
13. 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;

1. Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
2. 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:
3. Take appropriate personnel action against an employee, up to and including termination; or
4. Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
5. 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:

1. The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
2. 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
3. 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.
4. 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)

## ATTACHMENT D – MINORITY BUSINESS ENTERPRISE FORMS

**PURPOSE**

The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the Minority Business Enterprise (MBE) subcontractor participation goal stated in this solicitation. MBE performance shall be in accordance with this Attachment and as set forth in COMAR 21.11.03. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

In order to attempt to meet the MBE subcontractor participation goal using MBE subcontractors, all Bidders/Offerors shall comply with the requirements of COMAR 21.11.03.09 and shall:

* Identify specific work categories within the scope of the solicitation appropriate for subcontracting;
* Solicit certified MBEs in writing at least 10 days before Bids or Proposals are due, describing the identified work categories and providing instructions on how to provide a quote on the subcontracts;
* Attempt to make personal contact with the certified MBEs solicited and to document those attempts;
* Assist certified MBEs in fulfilling, or seeking a waiver of any bonding requirements; and
* Attend Pre-Bid/Proposal Conferences or other meetings that the Department schedules to publicize contracting opportunities for certified MBEs.

**mbe goal and sub goals**

A MBE subcontract participation goal of **10%** of the total contract dollar amount has been established for this procurement, as set forth in RFP Section 1.33. The Contractor, including an MBE prime contractor, shall attempt to achieve the MBE subcontracting goal and any subgoals established for this Contract by subcontracting to one or more MDOT-certified MBEs a sufficient portion of the Bidder/Offeror’s scope of work that results in total MBE payments that meet or exceed the MBE subcontractor participation goals and, if applicable, subgoals.

**Solicitation and Contract formation**

1. A Bidder/Offeror must include with its Bid/Proposal a completed **MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule** (**Attachment D-1A**) whereby:

(1) the Bidder/Offeror acknowledges the certified MBE subcontractor participation goal and any subgoals, and commits to make a good faith effort to achieve the goal and any subgoals or requests a full or partial waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and

(2) the Bidder/Offeror responds to the expected degree of MBE subcontractor participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the **MBE Participation Schedule** (**Attachment D-1A**).

If the Bidder/Offeror specifies a range for a proposed MBE subcontractor, only the lowest amount in the range can be considered for MBE commitment purposes. Ex: If a range of “5-15%” is proposed for a MBE subcontractor, only “5%” can be considered for purposes of totaling the actual MBE commitment for that particular MBE subcontractor. It is suggested that the Bidder/Offeror provide a specific percentage, and not a percentage range, for each MBE subcontractor proposed.

1. ***If a Bidder/Offeror fails to submit a completed Attachment D-1A with the Bid/Proposal, the Procurement Officer shall deem the Bid non-responsive or shall determine that the Proposal is not reasonably susceptible of being selected for award.***
2. Bidders/Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in **Attachment D-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.
3. Within 10 Working Days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee shall provide the following documentation to the Procurement Officer:
4. **Outreach Efforts Compliance Statement (Attachment D-2)**
5. **MBE Subcontractor Project Participation Certification (Attachment D-3)**
6. A Bidder/Offeror requesting a waiver should review **Attachment D-1B (Waiver Guidance that includes Exhibit A, MBE Subcontractor Unavailability Certificate)** and **D-1C (Good Faith Efforts Documentation to Support Waiver Request)** prior to submitting its request.A Bidder/Offeror requesting a waiver of the goal or any of the applicable subgoals will be responsible for submitting the **Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C)** and usually the **MBE Subcontractor Unavailability Certificate (Exhibit A)** within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11.**
7. Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE participation goal.

**NOTE: If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for Contract award. If the Contract has already been awarded, the award is voidable.**

**mbe reporting instructions**

**The Contractor shall:**

1. Submit by the **15th** of each month to the State Project Manager **and** DHR MBE Liaison:
   1. **A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A)** listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
   2. (If Applicable) A **MBE Prime Contractor Report (Attachment D-4B)** identifying a MBE prime’s self-performing work to be counted towards the MBE participation goals.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the **15th** of each month to the State Project Manager **and** DHR MBE Liaison a **MBE Subcontractor Paid/Unpaid/Invoice Report (Attachment D-5)** that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State’s representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
5. Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachments

1. **MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule** – **Attachment D-1A** (must be submitted with the Bid/Proposal)
2. **Waiver Guidance – Attachment D-1B (which includes Exhibit A – MBE Subcontractor Unavailability Certificate) and Good Faith Efforts Documentation to Support Waiver Request – Attachment D-1C** (must be reviewed if a waiver has been requested. **Exhibit A and Attachment D-1C** usually must be submitted within 10 Working Days after notification of apparent award or actual award whichever is earlier)
3. **Outreach Efforts Compliance Statement – Attachment D-2** (must be submitted within 10 Working Days of notification of apparent award or actual award, whichever is earlier)
4. **MBE Subcontractor/MBE Prime Project Participation Certification – Attachments D-3A/3B** (must be submitted within 10 Working Days after notification of apparent award or actual award, whichever is earlier)
5. **Prime Contractor Paid/Unpaid MBE Invoice Report – Attachment D-4A** (must be submitted by the 15th of each month by the Prime Contractor)
6. **MBE Prime Contractor Report – Attachment D-4B** (must be submitted by the 15th of each month by the Prime Contractor if any portion of the MBE goal is self-performed in accordance with Section 1.33.11)
7. **Subcontractor/Contractor Paid/Unpaid MBE Invoice Report – Attachment D-5** (must be submitted by the 15th of each month by the Subcontractor)

**MBE ATTACHMENT D-1A:**

**MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

**& MBE PARTICIPATION SCHEDULE**

**INSTRUCTIONS**

**PLEASE READ BEFORE COMPLETING THIS DOCUMENT**

**This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.**

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract’s MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation (“MDOT”). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at [**www.mdot.state.md.us**](http://www.mdot.state.md.us) to determine if a firm is certified with the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [**www.naics.com**](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm’s NAICS Code is in **graduated** **status**, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term “Graduated” follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.**  Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

* In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the **MBE Participation Schedule**, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
* For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the **MBE Participation Schedule** the other certified MBE subcontractors used to meet those goals or request a waiver.
* These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals.  These requirements do not affect the MBE Prime’s ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
* Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate.  If the contract has subgoals, regardless of MBE Prime’s ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver.  As set forth in **Attachment 1-B Waiver Guidance**, the MBE Prime’s ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
* In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%.  Please refer to GOMA’s website ([**www.goma.maryland.gov**](http://www.goma.maryland.gov)) for the MBE Prime Regulations Q&A for illustrative examples.

1. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any.
2. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
3. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email to [**mbe@mdot.state.md.us**](mailto:mbe@mdot.state.md.us) sufficiently prior to the submission due date.
4. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the **MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A)** or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

**Subgoals (if applicable)**

Total African American MBE Participation:      %

Total Asian American MBE Participation:      %

Total Hispanic American MBE Participation:      %

Total Women-Owned MBE Participation:      %

**Overall Goal**

Total MBE Participation (include all categories):      %

**MBE Utilization and Fair Solicitation Affidavit &**

**MBE Participation Schedule**

**This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.**

In connection with the bid/proposal submitted in response to Solicitation No. OS/CSC-15-001-S, I affirm the following:

1. **MBE Participation (PLEASE CHECK ONLY ONE)**

I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 10 percent.

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

**OR**

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

1. **Additional MBE Documentation**

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 Working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

1. **Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C)**
2. **Outreach Efforts Compliance Statement (Attachment D-2);**
3. **MBE Subcontractor/MBE Prime Project Participation Statement (Attachments D-3A and 3B);**
4. Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

1. **Information Provided to MBE firms**

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

1. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT certified.

|  |  |  |
| --- | --- | --- |
| **Prime Contractor** | **Project Description** | **Project/Contract Number** |
|  | **Customer Service Center (CSC) Services** | **OS/CSC-15-001-S** |

**LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.**

**SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)**

|  |  |
| --- | --- |
| MBE Prime Firm Name:  MBE Certification Number:  (If dually certified, check only one box.)  African American-Owned  Hispanic American- Owned  Asian American-Owned  Women-Owned  Other MBE Classification | Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): %  Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): %  Description of the Work to be performed with MBE prime’s own forces: |

**SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)**

|  |  |
| --- | --- |
| MBE Firm Name:  MBE Certification Number:  (If dually certified, check only one box.)  African American-Owned  Hispanic American- Owned  Asian American-Owned  Women-Owned  Other MBE Classification | Percentage of Total Contract to be performed by this MBE: %  Description of the Work to be Performed: |
| MBE Firm Name:  MBE Certification Number:  (If dually certified, check only one box.)  African American-Owned  Hispanic American- Owned  Asian American-Owned  Women-Owned  Other MBE Classification | Percentage of Total Contract to be performed by this MBE: %  Description of the Work to be Performed: |
| MBE Firm Name:  MBE Certification Number:  (If dually certified, check only one box.)  African American-Owned  Hispanic American- Owned  Asian American-Owned  Women-Owned  Other MBE Classification | Percentage of Total Contract to be provided by this MBE: %  Description of the Work to be Performed: |
| MBE Firm Name:  MBE Certification Number:  (If dually certified, check only one box.)  African American-Owned  Hispanic American- Owned  Asian American-Owned  Women-Owned  Other MBE Classification | Percentage of Total Contract to be performed by this MBE: %  Description of the Work to be Performed: |
| MBE Firm Name:  MBE Certification Number:  (If dually certified, check only one box.)  African American-Owned  Hispanic American- Owned  Asian American-Owned  Women-Owned  Other MBE Classification | Percentage of Total Contract to be provided by this MBE: %  Description of the Work to be Performed: |
| MBE Firm Name:  MBE Certification Number:  (If dually certified, check only one box.)  African American-Owned  Hispanic American- Owned  Asian American-Owned  Women-Owned  Other MBE Classification | Percentage of Total Contract to be provided by this MBE: %  Description of the Work to be Performed: |

Continue on separate page if needed

**I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.**

|  |  |  |
| --- | --- | --- |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Bidder/Offeror Name |  | Signature of Authorized Representative |
| *(please print or type)* |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Address |  | Printed Name and Title |
|  |  |  |
|  |  |  |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| City, State and Zip Code |  | Date |
|  |  |  |
|  |  |  |

**Submit This Affidavit with Bid/Proposal**

**MBE Attachment D-1B**

**WAIVER GUIDANCE**

**guidance for documenting good faith efforts to meet MBE participation goals**

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

**I. Definitions**

**MBE Goal(s) –** “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

**Good Faith Efforts** – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror’s good faith efforts is a judgment call; meeting quantitative formulas is not required.

**Identified Firms** – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

**Identified Items of Work** – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

**MBE Firms –** “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State’s MBE Program.

**II. Types of Actions Agency will Consider**

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror’s Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

**A. Identify Bid Items as Work for MBE Firms**

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

**B. Identify MBE Firms to Solicit**

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

**C. Solicit MBEs**

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

**D. Negotiate With Interested MBE Firms**

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror’s failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm’s quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE subcontractor’s quote and the average of the other subcontractors’ quotes received by the bidder/offeror;

(b) the percentage difference between the MBE subcontractor’s quote and the average of the other subcontractors’ quotes received by the bidder/offeror;

(c) the percentage that the MBE subcontractor’s quote represents of the overall contract amount;

(d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm’s quote as excessive or unreasonable.

6. The “average of the other subcontractors’ quotes received” by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.

7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm’s capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

**E. Assisting Interested MBE Firms**

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and

2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

**III. Other Considerations**

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

**IV. Documenting Good Faith Efforts**

At a minimum, a bidder/offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

**A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1-C, Part 1)**

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

**B. Outreach/Solicitation/Negotiation**

1. The record of the bidder’s/offeror’s compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment D-2).**

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1-C- Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations)**; and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

**C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1-C, Part 3)**

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror’s conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror’s conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

**D. Other Documentation**

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder’s/offeror’s Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

**Exhibit A**

**MBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of

(Name of Minority firm)

located at

(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No.

in County by

(Name of Prime Contractor’s Firm)

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

2. (Minority Firm), is either unavailable for the

work/service or unable to prepare a bid for this project for the following reason(s):

**Signature of Minority Firm’s MBE Representative Title Date**

### MDOT Certification # Telephone #

1. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor Title Date

**MBE attachment D-1c**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

**Page**       **of**

|  |  |  |
| --- | --- | --- |
| **Prime Contractor** | **Project Description** | Solicitation Number |
|  | **Customer Service Center (CSC) Services** | **OS/CSC-15-001-S** |

**Parts1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.**

I affirm that I have reviewed Attachment D-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment D-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

|  |  |  |
| --- | --- | --- |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company Name |  | Signature of Representative |
|  |  |  |
|  |  |  |
|  |  |  |
| Address |  | Printed Name and Title |
|  |  |  |
|  |  |  |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| City, State and Zip Code |  | Date |

**GOOD FAITH EFFORTS DOCUMENTATION**

**TO SUPPORT WAIVER REQUEST**

**Part 1 – identified items of work bidder/offeror made available to**

**mbe firms**

**Page**       **of**

|  |  |  |
| --- | --- | --- |
| **Prime Contractor** | **Project Description** | Solicitation Number |
|  | **Customer Service Center (CSC) Services** | **OS/CSC-15-001-S** |

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder’s/offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Identified Items of Work** | **Was this work listed in the procurement?** | **Does bidder/offeror normally**  **self-perform this work?** | **Was this work made available to MBE Firms?**  **If no, explain why?** |
|  | Yes  No | Yes  No | Yes  No: |
|  | Yes  No | Yes  No | Yes  No: |
|  | Yes  No | Yes  No | Yes  No: |
|  | Yes  No | Yes  No | Yes  No: |
|  | Yes  No | Yes  No | Yes  No: |
|  | Yes  No | Yes  No | Yes  No: |
|  | Yes  No | Yes  No | Yes  No: |
|  | Yes  No | Yes  No | Yes  No: |
|  | Yes  No | Yes  No | Yes  No: |
|  | Yes  No | Yes  No | Yes  No: |

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION**

**TO SUPPORT WAIVER REQUEST**

**Part 2 – identified MBE firms and record of solicitations**

**Page**       **of**

|  |  |  |
| --- | --- | --- |
| **Prime Contractor** | **Project Description** | Solicitation Number |
|  | **Customer Service Center (CSC) Services** | **OS/CSC-15-001-S** |

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the **MBE Participation Schedule**. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the **Minority Contractor Unavailability Certificate** **(see Exhibit A to MBE Attachment D-1-B)**. If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 3 must be completed.

| **Name of**  **Identified MBE Firm & MBE Classification** | **Describe Item of Work Solicited** | **Initial**  **Solicitation**  **Date & Method** | **Follow-up Solicitation**  **Date & Method** | **Details for**  **Follow-up Calls** | **Quote**  **Rec’d** | **Quote**  **Used** | **Reason**  **Quote Rejected** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Firm Name:**  **MBE Classification**  **(Check only if requesting waiver of MBE subgoal.)**  African American-Owned  Hispanic American- Owned  Asian American-Owned  Women-Owned  Other MBE Classification  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | Date::  Mail  Facsimile  Email | Date:  Phone  Mail  Facsimile  Email | Time of Call:  Spoke With:  Left Message | Yes  No | Yes  No | Used Other  MBE  Used Non-MBE  Self-performing |
| **Firm Name:**  **MBE Classification**  **(Check only if requesting waiver of MBE subgoal.)**  African American-Owned  Hispanic American- Owned  Asian American-Owned  Women-Owned  Other MBE Classification  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | Date::  Mail  Facsimile  Email | Date:  Phone  Mail  Facsimile  Email | Time of Call:  Spoke With:  Left Message | Yes  No | Yes  No | Used Other  MBE  Used Non-MBE  Self-performing |

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION**

**TO SUPPORT WAIVER REQUEST**

**Part 3 – additional information regarding rejected MBE quotes**

**Page**       **of**

|  |  |  |
| --- | --- | --- |
| **Prime Contractor** | **Project Description** | Solicitation Number |
|  | **Customer Service Center (CSC) Services** | **OS/CSC-15-001-S** |

This form must be completed if Part 2 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

| **Describe Identified Items of Work Not Being Performed by MBE**  **(Include spec/section number from bid)** | **Self-performing or Using Non-MBE (Provide name)** | **Amount of**  **Non-MBE Quote** | **Name of Other Firms who Provided Quotes &**  **Whether MBE or Non-MBE** | **Amount Quoted** | **Indicate Reason Why MBE Quote Rejected & Briefly Explain** |
| --- | --- | --- | --- | --- | --- |
|  | Self-performing  Using Non-MBE | $ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  MBE  Non-MBE | $ | Price  Capabilities  Other |
|  | Self-performing  Using Non-MBE | $ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  MBE  Non-MBE | $ | Price  Capabilities  Other |
|  | Self-performing  Using Non-MBE | $ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  MBE  Non-MBE | $ | Price  Capabilities  Other |
|  | Self-performing  Using Non-MBE | $ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  MBE  Non-MBE | $ | Price  Capabilities  Other |
|  | Self-performing  Using Non-MBE | $ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  MBE  Non-MBE | $ | Price  Capabilities  Other |
|  | Self-performing  Using Non-MBE | $ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  MBE  Non-MBE | $ | Price  Capabilities  Other |

Please check if Additional Sheets are attached.

**MBE Attachment D - 2**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to Solicitation No. OS/CSC-15-001-S, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

4. **Please Check One:**

This project does not involve bonding requirements.

Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

5. **Please Check One:**

Bidder/Offeror did attend the pre-bid/pre-proposal conference.

No pre-bid/pre-proposal meeting/conference was held.

Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

|  |  |  |
| --- | --- | --- |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company Name |  | Signature of Representative |
|  |  |  |
|  |  |  |
| Address |  | Printed Name and Title |
|  |  |  |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| City, State and Zip Code |  | Date |
|  |  |  |

**MBE Attachment D-3A**

**MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

**Please complete and submit one form for each certified MBE firm listed on the MBE PARTICIPATIOn schedule (Attachment D-1A) within 10 Working Days of notification of apparent award. If the BIDDER/offeror fails to return this AFFIDAVIT within the required time, the Procurement Officer may determine that the BIDDER/offeror is not responsible and therefore not eligible for Contract award.**

Provided that  (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. **OS/CSC-15-001-S**, such Prime Contractor intends to enter into a subcontract with  (Subcontractor’s Name) committing to participation by the MBE firm  (MBE Name) with MDOT Certification Number  which will receive at least $ which equals to % of the Total Contract Amount for performing the following products/services for the Contract:

|  |  |  |
| --- | --- | --- |
| **NAICS CODE** | **WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)** | **DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) 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 Business Enterprise in its Bid/Proposal;

(2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;

(3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or

1. pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

|  |  |  |  |
| --- | --- | --- | --- |
| **PRIME CONTRACTOR**  Signature of Representative:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name and Title:  Firm’s Name:  Federal Identification Number:  Address:  Telephone:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | **SUBCONTRACTOR**  Signature of Representative:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name and Title:  Firm’s Name:  Federal Identification Number:  Address:  Telephone:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

**MBE Attachment D-3B**

**MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

**Please complete and submit THIS form TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE firm HAS listed on the MBE PARTICIPATIOn schedule (Attachment D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED within 10 Working Days of notification of apparent award. If the BIDDER/offeror fails to return this AFFIDAVIT within the required time, the Procurement Officer may determine that the BIDDER/offeror is not responsible and therefore not eligible for Contract award.**

Provided that  (Prime Contractor’s Name) with Certification Number  is awarded the State contract in conjunction with Solicitation No. **OS/CSC-15-001-S**, such MBE Prime Contractor intends to perform with its own forces at least $ which equals to % of the Total Contract Amount for performing the following products/services for the Contract:

|  |  |  |  |
| --- | --- | --- | --- |
| **NAICS CODE** | **WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.** | **DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES** | **VALUE OF THE WORK** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|  |  |
| --- | --- |
| **MBE PRIME CONTRACTOR**  Signature of Representative:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name and Title:  Firm’s Name:  Federal Identification Number:  Address:  Telephone:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

**MBE ATTACHMENT D-4A**

**Department of Human Resources**

**Minority Business Enterprise Participation**

**Prime Contractor Paid/Unpaid MBE Invoice Report**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Report #: |  | | | Contract #: |
|  | | | | Contracting Unit: |
| Reporting Period Month/Year: | |  |  | Contract Amount: $ |
|  | | | | MBE Subcontract Amt: $ |
| **Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided.**  **Note: Please number reports in sequence.** | | | | Project Begin Date: |
| Project End Date: |
| Services Provided: |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Prime Contractor Name: | | | | | |  | | | | | | | | | | | | Contact Person: | | | |  | | | |
| Address: | | | |  | | | | | | | | | | | | | | | | | | | | | |
| City: | |  | | | | | | | | | | | | | | | | State: | |  | | | Zip: |  | |
| Phone: | | |  | | | | | | | Fax: |  | | | | | | Email: | |  | | | | | | |
| MBE Subcontractor Name: | | | | | | |  | | | | | | | | | | | Contact Person: | | | |  | | | |
| Phone: | | |  | | | | | | | | | **Fax:** | | |  | | | | | | | | | | |
| Subcontractor Services Provided: | | | | | | | | |  | | | | | | | | | | | | | | | | |
| **List all payments made to the MBE subcontractor named above during this reporting period:** | | | | | | | | | | | | | **List dates and amounts of any outstanding invoices:** | | | | | | | | | | | | |
| **Invoice #** | | | | | | | | | **Amount** | | | | **Invoice #** | | | | | | | | **Amount** | | | | |
| 1. |  | | | | | | | **$** | | | | | 1. | | |  | | | | | **$** | | | | |
|  |  | | | | | | |  | | | | |  | | |  | | | | |  | | | | |
| 2. |  | | | | | | | **$** | | | | | 2. | | |  | | | | | **$** | | | | |
|  |  | | | | | | |  | | | | |  | | |  | | | | |  | | | | |
| 3. |  | | | | | | | **$** | | | | | 3. | | |  | | | | | **$** | | | | |
|  |  | | | | | | |  | | | | |  | | |  | | | | |  | | | | |
| 4. |  | | | | | | | **$** | | | | | 4. | | |  | | | | | **$** | | | | |
| Total Dollars Paid: $ | | | | | | | | | | | | | Total Dollars Unpaid: $ | | | | | | | | | | | | |
| * **If more than one MBE subcontractor is used for this contract, you must use separate D-4A forms for each subcontractor.** * **Information regarding payments that the MBE Prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment D-4B.** * **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):** | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | **MBE Liaison** | | | | | | |  | | **State Project Manager** | | | | | | | | | | |  |
|  | | | | | **Department of Human Resources** | | | | | | |  | | **DHR – Crystal Weaver** | | | | | | | | | | |  |
|  | | | | | **311 West Saratoga Street, 1st Floor** | | | | | | |  | | **311 W. Saratoga Street, Room 247** | | | | | | | | | | |  |
|  | | | | | **Baltimore, MD 21201-3500** | | | | | | |  | | **Baltimore, MD 21201-3500** | | | | | | | | | | |  |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Required)

**MBE ATTACHMENT D-4B**

**Department of Human Resources**

**Minority Business Enterprise Participation**

**MBE Prime Contractor Report**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| MBE Prime Contractor: | | |  | | Contract #: |
| Certification Number: | |  | | | Contracting Unit: |
| Report #: |  | | | | Contract Amount: $ |
| Reporting Period (Month/Year): | | | |  | Total Value of the Work to be Self-Performed for purposes of Meeting the MBE participation goal/subgoals:: $ |
| **Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month services were provided.**  **Note: Please number reports in sequence.** | | | | |
| Project Begin Date: |
| Project End Date: |
| Services Provided: |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Contact Person | | |  | | | | | | | |
| Address: | |  | | | | | | | | |
| City: |  | | | | | State: |  | | Zip: |  |
| Phone: |  | | | Fax: |  | | Email: |  | | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Invoice Number: | | Value of the Work | NAICS Code | | | Description of the Work | |
|  | | **$** |  | | |  | |
|  | | **$** |  | | |  | |
|  | | **$** |  | | |  | |
|  | | **$** |  | | |  | |
|  | | **$** |  | | |  | |
|  | | **$** |  | | |  | |
|  | | **$** |  | | |  | |
| **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):** | | | | | | | |
|  | | | | | | | |
|  | | | | | | | |
|  | **MBE Liaison** | | |  | **State Project Manager** | |  |
|  | **Department of Human Resources** | | |  | **DHR – Crysal Weaver** | |  |
|  | **311 West Saratoga Street, 1st Floor** | | |  | **311 W. Saratoga Street, Room 247** | |  |
|  | **Baltimore, MD 21201-3500** | | |  | **Baltimore, MD 21201-3500** | |  |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Required)

**MBE ATTACHMENT D-5**

**Department of Human Resources**

**Minority Business Enterprise Participation**

**Subcontractor Paid/Unpaid MBE Invoice Report**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Report #: |  | | | Contract #: |
|  | | | | Contracting Unit: |
| Reporting Period Month/Year: | |  |  | Contract Amount: $ |
|  | | | | MBE Subcontract Amt: $ |
| **Report is due by the 15th of the month following the month services were provided.**  **Note: Please number reports in sequence.** | | | | Project Begin Date: |
| Project End Date: |
| Services Provided: |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| MBE Subcontractor Name: | | | | | | |  | | | | | | | | | | | | | | | |
| MDOT Certification #: | | | | | |  | | | | | | | | | | | | | | | | |
| Contact Person: | | | | |  | | | | | | | | | | Email: | |  | | | | | |
| Address: | | | |  | | | | | | | | | | | | | | | | | | |
| City: | |  | | | | | | | | | | | | | | State: | |  | | Zip: |  | |
| Phone: | | |  | | | | | | | | Fax: | |  | | | | | | | | | |
| Subcontractor Services Provided: | | | | | | | | |  | | | | | | | | | | | | | |
| **List all payments received from Prime Contractor during the reporting period indicated above:** | | | | | | | | | | **List dates and amounts of any unpaid invoices over 30 days old:** | | | | | | | | | | | | |
| **Invoice Amt** | | | | | | | | | **Date** | | **Invoice Amt** | | | | | | | | **Date** | | | |
| 1. | **$** | | | | | | |  | | | 1. | | | **$** | | | | |  | | | |
|  |  | | | | | | |  | | |  | | |  | | | | |  | | | |
| 2. | **$** | | | | | | |  | | | 2. | | | **$** | | | | |  | | | |
|  |  | | | | | | |  | | |  | | |  | | | | |  | | | |
| 3. | **$** | | | | | | |  | | | 3. | | | **$** | | | | |  | | | |
|  |  | | | | | | |  | | |  | | |  | | | | |  | | | |
| 4. | **$** | | | | | | |  | | | 4. | | | **$** | | | | |  | | | |
| Total Dollars Paid: $ | | | | | | | | | | | Total Dollars Unpaid: $ | | | | | | | | | | | |
| Prime Contractor: | | | | | | | | | | | Contact Person: | | | | | | | | | | | |
| **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):** | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | **MBE Liaison** | | | | | | |  | **State Project Manager** | | | | | | | | | |  |
|  | | | | **Department of Human Resources** | | | | | | |  | **DHR – Crystal Weaver** | | | | | | | | | |  |
|  | | | | **311 West Saratoga Street, 1st Floor** | | | | | | |  | **311 W. Saratoga Street, Room 247** | | | | | | | | | |  |
|  | | | | **Baltimore, MD 21201-3500** | | | | | | |  | **Baltimore, MD 21201-3500** | | | | | | | | | |  |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Required)

## ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number: OS/CSC-15-001-S

**CUSTOMER SERVICE CENTER (CSC) SERVICES RFP**

A Pre-Proposal Conference will be held at 10:00 A.M. EST, on August 11, 2014, at Department of Human Resources, 311 W. Saratoga Street, Room 104, Baltimore, Maryland 21201. Please return this form by August 7, 2014, advising whether or not you plan to attend.

Return via e-mail or fax this form to the Procurement Officer:

Yvonne Barr

Department of Human Resources

Procurement Division

311 W. Saratoga Street, Room 946

Baltimore, Maryland 21201-3500

Email: yvonne.barr@maryland.gov

Fax #: (410) 333-0258

Please indicate:

Yes, the following representatives will be in attendance:



2.

3.

No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 “Pre-Proposal Conference”):

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |

Signature Title

Name of Firm (please print)

## ATTACHMENT F – FINANCIAL PROPOSAL INSTRUCTIONS

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

The Financial Proposal Form is used to calculate the Offeror’s GRAND TOTAL PROPOSAL PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., $24.15. Make your decimal points clear and distinct.

1. All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
2. All calculations shall be rounded to the nearest whole dollar i.e., $1.34 shall be $1.00 and $1.51 shall be $2.00.

D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **$0.00**.

E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.

1. Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.

G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.

H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.

1. All Financial Proposal prices entered on the Financial Proposal Form are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

## ATTACHMENT F – FINANCIAL PROPOSAL FORM

Solicitation Number: OS/CSC-15-001-S

Attachment F, the Financial Proposal Form is an excel file, and is included as a separate attachment to this RFP.

## ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

(a) Has a State contract for services valued at less than $100,000, or

(b) Employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A Subcontractor who:

(a) Performs work on a State contract for services valued at less than $100,000,

(b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or

(c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.

(3) Service contracts for the following:

(a) Services with a Public Service Company;

(b) Services with a nonprofit organization;

(c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or

(d) Services between a Unit and a County or Baltimore City.

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

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

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

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

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

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

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

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website [**http://www.dllr.state.md.us/labor/**](http://www.dllr.state.md.us/labor/) and clicking on Living Wage for State Service Contracts.

**ATTACHMENT G-1**

**Maryland Living Wage Affidavit of Agreement**

**(submit with Bid/Proposal)**

Contract No.: OS/CSC-15-001-S

Name of Contractor:

Address:

City:       State:    Zip Code:

##### If the Contract is Exempt from the Living Wage Law

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000

Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

### If the Contract is a Living Wage Contract

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

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

The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract;

The employee(s) proposed to work on the contract is17 years of age or younger during the duration of the contract; or

The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract;

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

Name of Authorized Representative: TYPE NAME HERE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative Date

TYPE TITLE HERE

Title

TYPE WITNESS NAME HERE

Witness Name (Typed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature Date

**(submit with Bid/Proposal)**

## ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all *prospective* and present sub-grantees (this includes all levels of funding) who receive more than $100,000 in federal funds must submit the form “Certification Against Lobbying.” It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.

2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than $100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.

3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke,” required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.

4. In addition, federal law requires that:

1. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of $300,000 or more ($500,000 for fiscal years ending after December 31, 2003) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OBM) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the State’s Project Manager.

B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

C) Recipients of $10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of $50,000 or more.

This clause must appear in subcontracts of $10,000 or more:

a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.

c) In the event of the contractor’s non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.

d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

*Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.*

D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]

I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

**ATTACHMENT H-1**

Solicitation #: **OS/CSC-15-001-S**

**U.S. Department of Health and Human Services**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

|  |  |
| --- | --- |
| Award No. | Organizational Entry |
| Name and Title of Official Signing for Organizational Entry | Telephone No. Of Signing Official |
| Signature of Above Official | Date Signed |

**ATTACHMENT H-2**

Solicitation #: **OS/CSC-15-001-S**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. **Type of Federal Action:**    1. Contract    2. Grant    3. Cooperative Agreement    4. Loan    5. Loan guarantee    6. Loan insurance | 1. **Status of Federal Action:**    1. Bid/offer/application    2. Initial award    3. Post-award | | 1. **Report Type:**    1. Initial filing    2. Material change   For Material Change Only:  Year       quarter  Date of last report | |
| **4. Name and Address of Reporting Entity:**  Prime  Subawardee Tier      , if known:  Congressional District, *if known*: | | 1. **If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:**   Congressional District, *if known*: | | |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**    CFDA Number, *if applicable*: | | |
| **8. Federal Action Number**, *if known*: | | **9. Award Amount**, *if known*:  $ | | |
| **10. a. Name and Address of Lobbying Registrant**  (*if individual, last name, first name, MI*): | | **b. Individuals Performing Services** (*including address if* *different from No. 10a*) (*last name, first name, MI*): | | |
| **11. Amount of Payment** (*check all that apply*)  $       actual  planned | | **13. Type of Payment** (*check all that apply*)  a. retainer  b. one-time  c. commission  d. contingent fee  e. deferred  f. other; specify: | | |
| **12. Form of Payment** (*check all that apply*)  a. cash  b. in-kind; specify: nature  value | |
| **14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s),**  **employee(s), or Member(s) contacted, for Payment Indicated in Item 11:**  *(attach Continuation Sheet(s) SF-LLLA, if necessary)* | | | | |
| **15. Continuation Sheet(s) SF-LLLA attached:**  Yes  No | | | | |
| 16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than$10,000 and not more than $100,000 for each such failure. | | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name:  Title:  Telephone No.:       Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| **Federal Use Only:** | | | | Authorized for Local Reproduction  Standard Form LLL (Rev. 7-97) |

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**ATTACHMENT H-3**

Solicitation #: **OS/CSC-15-001-S**

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service

Health Resources and

Service Administration

Rockville, MD 20857

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environh Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated or maintained with such Federal funds. The law does not apply to children’s services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children’s services and that all sub-recipients shall certify accordingly.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Certifying Individual

|  |
| --- |
| ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE |

**Solicitation #** OS/CSC-15-001-S

**Reference COMAR 21.05.08.08**

**(submit with Bid/Proposal)**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Representative and Affiant)

## ATTACHMENT J – NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through the Department of Human Resources (the “Department”), and (the “Contractor”).

**RECITALS**

**WHEREAS**, the Contractor has been awarded a contract (the “Contract”) following the solicitation for **Customer Service Center (CSC) Services**, Solicitation #**OS/CSC-15-001-S**; and

**WHEREAS**, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the Contractor in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.

2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as **ATTACHMENT J-1**. Contractor shall update **ATTACHMENT J-1** by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.

3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor’s Personnel or the Contractor’s former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract.

7. A breach of this Agreement by the Contractor or by the Contractor’s Personnel shall constitute a breach of the Contract between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor’s Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. Contractor and each of the Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

a. This Agreement shall be governed by the laws of the State of Maryland;

b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;

f. The Recitals are not merely prefatory but are an integral part hereof; and

g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

**IN WITNESS WHEREOF**, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

|  |  |
| --- | --- |
| Contractor:: TYPE COMPANY'S LEGAL NAME | Department of Human Resources |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Printed Name: TYPE REP'S NAME HERE | Printed Name: |
| Title: TYPE REP'S TITLE HERE | Title: |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Solicitation #: **OS/CSC-15-001-S**

**NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1**

**LIST OF CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION**

**Printed Name and Employee (E)**

**Address of Individual/Agent or Agent (A) Signature Date**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| TYPE NAME & ADDRESS |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |

Solicitation #: **OS/CSC-15-001-S**

**NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2**

**CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and TYPE CONTRACTOR LEGAL NAME (“Contractor”) dated TYPE MONTH AND DAY, 2014 (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation.

**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, HAVING MADE DUE INQUIRY.**

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF CONTRACTOR: TYPE CONTRACTOR LEGAL NAME

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

TITLE: TYPE REP'S TITLE HERE

(Authorized Representative and Affiant)

## ATTACHMENT K – HIPAA BUSINESS ASSOCIATE AGREEMENT

Solicitation #: **OS/CSC-15-001-S**

This solicitation does not require a HIPAA Business Associate Agreement.

## ATTACHMENT L – MERCURY AFFIDAVIT

Solicitation Number: OS/CSC-15-001-S

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

## ATTACHMENT M – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

**ATTACHMENT M-1**

**Veteran-Owned Small Business Enterprise Utilization Affidavit and Participation Schedule**

(*submit with bid or offer*)

This document **MUST BE** included with the Bid or Proposal. If the Bidder or Offeror fails to complete and submit this form with the Bid or Proposal as required, the Procurement Officer may determine that the Bid is non-responsive or that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Bid or Proposal submitted in response to Solicitation No. **OS/CSC-15-001-S**, I affirm the following:

1. I acknowledge and intend to meet the overall verified VSBE participation goal of **0.5%**. Therefore, I will not be seeking a waiver.

OR

I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 Business Days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.

1. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 Business Days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.

(a) Subcontractor Project Participation Certification **(ATTACHMENT M-2)**

(b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the VSBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable**.**

1. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors
2. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

**ATTACHMENT M-1**

**VSBE Subcontractor Participation Schedule**

|  |  |
| --- | --- |
| Prime Contractor (Firm Name, Address, Phone) | Project Description  Customer Service Center (CSC) Services |
| Project Number: OS/CSC-15-001-S |
| List Information For Each Verified VSBE Subcontractor On This Project | |
| Name of Veteran-Owned Firm: | DUNS Number: |
| Percentage of Total Contract:      % | Description of Work to be performed: |
| Name of Veteran-Owned Firm | DUNS Number: |
| Percentage of Total Contract      % | Description of Work to be performed: |
| Name of Veteran-Owned Firm | DUNS Number: |
| Percentage of Total Contract      % | Description of Work to be performed: |
| Name of Veteran-Owned Firm: | DUNS Number: |
| Percentage of Total Contract      % | Description of Work to be performed: |
| Name of Veteran-Owned Firm | DUNS Number: |
| Percentage of Total Contract      % | Description of Work to be performed: |

Continue on a separate page, if needed.

***Summary***

**Total VSBE Participation:**      %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

|  |  |  |  |
| --- | --- | --- | --- |
| TYPE BIDDER/OFFEROR NAME HERE |  |  | |
| Bidder/Offeror Name |  | Signature of Affiant | |
| *(PLEASE PRINT OR TYPE)* |  |  | |
|  |  | Name: | TYPE AFFIANT NAME HERE |
|  |  | Title: | TYPE AFFIANT TITLE HERE |
|  |  | Date: | TYPE DATE HERE |

**ATTACHMENT M-2**

**VSBE Subcontractor Participation Statement**

*Please complete and submit one form for each verified VSBE listed on Attachment M-1*

*within 10 working days of notification of apparent award.*

(*prime contractor*) has entered into a contract with  (*subcontractor*) to provide services in connection with the Solicitation described below.

|  |  |  |
| --- | --- | --- |
| Prime Contractor (Firm Name, Address and Phone): | Project Description:  **Customer Service Center (CSC) Services** | |
| Project Number: **OS/CSC-15-001-S** | Total Contract Amount: $ | |
|  | | |
| Amount & Type of Bond Required: | | |
| Name of Veteran-Owned Firm:  **TYPE NAME HERE**  **TYPE ADDRESS HERE** | | DUNS Number: |
| FEIN: |
| Work To Be Performed | | |
| Percentage of Total Contract | Dollar Amount | |

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article Title 14, Subtitle 6, Annotated Code of Maryland.

**Prime Contractor Signature Subcontractor Signature**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, Title Name, Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

**21.11.13.07**

**.07 Waiver.**

A. If, for any reason, the apparent successful Bidder or Offeror is unable to achieve the VSBE goal, the Bidder or Offeror may request, in writing, a waiver to include the following:

(1) A detailed statement of the efforts made to select portions of the work proposed to be performed by VSBEs;

(2) A detailed statement of the efforts made to contact and negotiate with VSBEs, including:

(a) The names, addresses, dates, and telephone numbers of the VSBEs; and

(b) A description of the information provided to VSBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;

(3) As to each VSBE that placed a subcontract quotation or offer that the apparent successful Bidder or Offeror considers to be unacceptable, a detailed statement of the reasons for this conclusion; and

(4) A list of VSBEs found to be unavailable, which shall be accompanied by a **VSBE Unavailability Verification Form (Attachment M-5)** signed by the VSBE, or a statement from the apparent successful Bidder or Offeror that the VSBE refused to give the written verification.

B. A waiver of a VSBE contract goal may be granted only upon a reasonable demonstration by the Bidder or Offeror that VSBE subcontract participation was unable to be obtained, or was unable to be obtained at a reasonable price, and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of VSBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between VSBE and non-VSBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

# ATTACHMENT M-3

MARYLAND DEPARTMENT OF HUMAN RESOURCES

VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION

Prime Contractor Paid and Unpaid VSBE Invoice Report

(Report is due by the 15th of the Month following the Report Month)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Report #: |  | Report Month/Year: |  | Contract No.: |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Prime Contractor Name:** | | | | |  | | | | | | | | | |
| Contact Person: | | |  | | | | | | | | E-mail: |  | | |
| Address: | | |  | | | | | | | | | | | |
| City: |  | | | | | | State: | |  | | | | Zip: |  |
| Phone: | |  | | | | | | Fax: | |  | | | | |
|  | | | | | | | | | | | | | | |
| **Subcontractor Name:** | | | |  | | | | | | | | | | |
| Contact Person: | | |  | | | | | | | | E-mail: |  | | |
| Address: | | |  | | | | | | | | | | | |
| City: | | |  | | | | **State:** | |  | | | | **Zip:** |  |
| Phone: | |  | | | | | | **Fax:** | |  | | | | |
| Subcontractor Services Provided: | | | | | |  | | | | | | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **List all payments made to VSBE subcontractor named above during this reporting period:** | | | **List dates and amounts of any outstanding invoices:** | | | |
| **INVOICE NUMBER** | | **AMOUNT** | **INVOICE NUMBER** | | | **AMOUNT** |
| 1. |  | **$** | 1. |  | | **$** |
| 2. |  | **$** | 2. |  | | **$** |
| 3. |  | **$** | 3. |  | | **$** |
| 4. |  | **$** | 4. |  | | **$** |
| **Total Dollars Paid:** | | **$** | **Total Dollars Unpaid:** | | | **$** |
| **PLEASE COMPLETE A SEPARATE REPORT FOR EACH VSBE SUBCONTRACTOR PARTICIPATING IN TH IS CONTRACT** | | | | | | |
|  | | | | | | |
| **Return one copy (hard or electronic) of this form (electronic copy with** | | | | | **OFFICIAL USE ONLY** | |
| **signature and date preferred) to the State Project Manager and the** | | | | |
| **VSBE Administrator as follows:** | | | | | **Contracting Unit::** | |
| **Crystal Weaver, DHR, Constiuent Services Office, Room 247** | | | | | **Contract Amount:** | |
| **311 W. Saratoga Street, Baltimore, MD 21201-3500** | | | | | **VSBE Subcontract Amount:** | |
|  | | | | | **Project Begin Date:** | |
| **VSBE Administrator, DHR, Procurement Division, Room 946** | | | | | **Project End Date:** | |
| **311 W. Saratoga St. Baltimore, MD 21201-3500** | | | | | **Services Provided:** | |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

**ATTACHMENT M-4**

MARYLAND DEPARTMENT OF HUMAN RESOURCES

VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION

VSBE Subcontractor Paid and Unpaid VSBE Invoice Report

(Report is due by the 15th of the Month following the Report Month)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Report #: |  | Report Month/Year: |  | Contract No.: |  |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **VSBE Subcontractor Name:** | | | |  | | | | | | | |
| Department of Veterans Affairs Certification Number: | | | | | | |  | | | | |
| Contact Person: | | |  | | | | | E-mail: |  | | |
| Address: | |  | | | | | | | | | |
| City: |  | | | | | State: | |  | | Zip: |  |
| Phone: |  | | | | | Fax: | |  | | | |
| Subcontractor Services Provided: | | | | |  | | | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **List all payments received from Prime Contractor during the reporting period indicated above** | | | | | | | | | | | **List dates and amounts of any unpaid invoices over 30 days old:** | | | | | | | | | |
| **INVOICE AMOUNT** | | | | | | | **DATE** | | | **INVOICE AMOUNT** | | | | | | | | **DATE** | | |
| 1. | **$** | | | | | |  | | | | 1. | | **$** | | | | |  | | |
| 2. | **$** | | | | | |  | | | | 2. | | **$** | | | | |  | | |
| 3. | **$** | | | | | |  | | | | 3. | | **$** | | | | |  | | |
| **Total Dollars Paid :** | | | | | **$** | | | | | | **Total Dollars Unpaid :** | | | | | | **$** | | | |
|  | | | | | | | | | | | | | | | | | | | | |
| **Prime Contractor Name:** | | | | | |  | | | | | | | | | | | | | | |
| Contact Person | | | |  | | | | | | | | | | E-mail: | |  | | | | |
| Address: | | |  | | | | | | | | | | | | | | | | | |
| City: | |  | | | | | | State: | | | |  | | | | | | | Zip: |  |
| Phone: | |  | | | | | | | Fax: | | | | |  | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | |
| **Return one copy of this form (hard or electronic copy with signature** | | | | | | | | | | | | | | | **OFFICIAL USE ONLY** | | | | | |
| **and date preferred) to the State Project Manager and VSBE** | | | | | | | | | | | | | | |
| **Administrator as follows:** | | | | | | | | | | | | | | | **Contracting Unit::** | | | | | |
| **Crystal Weaver, DHR, Constiuent Services Office, Room 247** | | | | | | | | | | | | | | | **Contract Amount:** | | | | | |
| **311 W. Saratoga Street, Baltimore, Maryland 21201-3500** | | | | | | | | | | | | | | | **VSBE Subcontract Amount:** | | | | | |
|  | | | | | | | | | | | | | | | **Project Begin Date:** | | | | | |
| **VSBE Administrator, DHR Procurement Division, Room 946** | | | | | | | | | | | | | | | **Project End Date:** | | | | | |
| **311 W. Saratoga Street, Baltimore, Maryland 21201-3500** | | | | | | | | | | | | | | | **Services Provided:** | | | | | |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

**ATTACHMENT M-5 – VSBE UNAVAILABILITY VERIFICATION**

|  |
| --- |
| **SECTION I (to be completed by PRIME CONTRACTOR)**  I hereby certify that the firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name of Contractor)  located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Number) (Street) (City) (State) (Zip)  On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ contacted certified Veteran-owned Small Business Enterprise\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Date) (Name of Minority Business)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Number) (Street) (City) (State) (Zip)  seeking to obtain a bid for work/service for project number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  project name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  List below the type of work/service requested:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Indicate the type of bid sought, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Veteran-owned Small Business Enterprise  identified above is either unavailable to perform the work/services requested in relation to project number \_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or is unable to prepare a bid/quote for the following reason(s):  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  The statements contained above are, to the best of my knowledge and belief, true and accurate.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name) (Title)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Number) (Street) (City) (State) (Zip)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature) (Date) |

**Note:** Certified Veteran-owned Small Business Enterprise must complete Section II below.

**ATTACHMENT M-5 (cont.)**

|  |
| --- |
| **SECTION II (to be completed by CERTIFIED VETERAN-OWNED SMALL BUSINESS ENTERPRISE)**  I hereby certify that the firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_VA CERT # \_\_\_\_\_\_\_\_\_\_\_\_  (Name of Certified VSBE Subcontractor)  located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Number) (Street) (City) (State) (Zip)  Was offered the opportunity to bid on project number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Date)  by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Prime Contractor’s Name) (Prime Contractor Official’s Name) (Title)  The statements contained in Section I and Section II of this document are to the best of my knowledge and belief, true and accurate.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name) (Title) (Phone)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature) (Fax Number) |

## ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

**(submit with Bid/Proposal)**

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. **OS/CSC-15-001-S**, the following disclosures are hereby made:

1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:

have plans

have **no** plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Bidder/Offeror or its proposed subcontractors, the Bidder/Offeror shall answer the following (attach additional pages if necessary):

1. Location(s) services will be performed:

b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

|  |  |
| --- | --- |
| Date: |  |
| Bidder/Offeror Name: |  |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: |  |
| Title: |  |

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

## ATTACHMENT O – DHR HIRING AGREEMENT

Solicitation #: OS/CSC-15-001-S

This Hiring Agreement (“Agreement”) is effective this       day of      ,      and is entered into by and between the Maryland Department of Human Resources (“Department”) and       (the “Contractor”) pursuant to State Finance Procurement Article, § 13-224, Annotated Code of Maryland, arising out of a Contract for services between Contractor and the DHR/Office of the Secretary (“Entity”), contract number       (“Procurement Contract”).

**WITNESSETH:**

WHEREAS, the Department has identified the Procurement Contract as eligible for execution of this Agreement; and,

WHEREAS, the Contractor and the Entity, have discussed and reviewed an inventory of job openings that exists or the Contractor is likely to fill during the term of the Procurement Contract in the State of Maryland; and

WHEREAS, the Contractor, Department and the Entity have discussed and reviewed the job descriptions, locations, and skill requirements for those positions; and

WHEREAS, the Department and the Entity have identified and discussed with the Contractor the workforce related benefits and support services available to the Contractor as a result of the Agreement including:

* Medicaid coverage for the employee and the employee’s dependents for up to one year after placement in the job;
* Maryland Children’s Health Program (MCHP) medical coverage for the employee’s dependents after one year of employment for as long as eligibility is met;
* Food Stamps for the employee and the employee’s dependents for as long as eligibility requirements are met;
* Child Care subsidies for the employee’s dependents for up to one year after employment as long as eligibility requirements are met;
* Transportation subsidies for the employee for a period of time after employment;
* Other Retention services including counseling on an as needed basis; and
* Assistance with claiming tax credits for hiring Candidates.

WHEREAS, the Contractor and Department agree to work cooperatively to develop responses to the workforce development requirements faced by the Contractor and to promote the hiring of the Department’s current and former Family Investment Program (“FIP”) recipients, their children, foster youth, and child support obligors (“Candidates”) by the Contractor.

NOW THEREFORE, upon valuable consideration received, the Contractor and the Department specifically agree as follows:

**A.** The CONTRACTOR shall:

1. Notify the Department of all job openings that exists or result from the Procurement Contract.

2. Declare the Department the “first source” in identifying and hiring Candidates for those openings.

3. Work with Department to develop training programs that will enable Candidates to qualify for and secure employment with the Contractor.

4. Give first preference and first consideration, to the extent permitted by law and any existing labor agreements, to Candidates the Department refers.

5. Agree to give Candidates referred to the Contractor by the Department priority in the filling of a job opening so long as the Candidate meets the qualifications of the position and the Department refers qualified Candidates within three (3) working days.

6. Submit biannual reports (for the duration of the Contract) listing the number of all job openings and the total number of individuals interviewed and hired under the Procurement Contract. The report shall also include feedback regarding the disposition of referrals made, to include an explanation of why any such Candidate was not hired or considered qualified.

1. Designate this individual to be the specific contact person:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | | |
|  | Name | | |
|  |  | | |
|  | Address | | |
|  |  |  |  |
|  | Telephone # | Fax # | e-Mail |

who will:

* provide additional information regarding ‘first source” jobs and clarify their requirements;
* receive Department referrals, and
* provide feedback to a Department account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those Candidates hired by the Contractor.

**B.** The Department will designate an account representative who will:

1. Process all the Contractor’s job notices in accordance with this “Agreement”.

1. Refer screened and qualified Candidates to the Contractor’s designated contact person.
2. Make referrals in a timely manner, that is, within three (3) working days after receiving the Contractor’s job opening notices.

4. Assist in the development of any mutually agreed upon training and/or internship programs that will better prepare Candidates for employment with the Contractor.

5. Provide follow-up and post hire transitional/supportive services, (e.g. Medicaid, MCHP, Food Stamps, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate.

6. Insure that the Contractor is advised of available subsidies and provide any assisted to the Contractor to obtain those subsidies.

1. Report the Contractor to the procurement Entity if the Contractor does not fulfill its responsibilities in accordance with this Agreement.
2. Review and evaluate the effectiveness of this undertaking with the Contractor and make modifications as necessary and appropriate.

**C. DISCLAIMERS**

Nothing in this Agreement shall cause the Contractor, except as explicitly provided in Section A above, to alter existing hiring practices or to hire an individual into a position for which he/she is not qualified.

**D. NON-DISCRIMINATION:**

The Contractor agrees that there shall be no discrimination against any employee or Candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, disability or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent federal and State laws regarding discrimination.

**E.** **MARYLAND LAW PREVAILS**

The place of performance of this Agreement shall be the State of Maryland. This Agreement shall be construed, interpreted, and enforced according to the laws and regulations of the State of Maryland, including approval of the Board of Public Works where appropriate.

**F. EFFECTIVE DATE:**

This Agreement shall take effect on the date of the aforementioned Procurement Contract, which is for the period through **,** and it shall remain in effect for the duration of the Procurement Contract, including any option periods or extensions.

IN WITNESS, WHEREOF, the Contractor and the Department have affixed their signatures below:

|  |  |  |
| --- | --- | --- |
| **FOR THE CONTRACTOR:** |  | **FOR THE DEPARTMENT** |
|  |  |  |
|  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **SIGNATURE** |  | **SIGNATURE** |
|  |  |  |
| **Type Title Here** |  | **Program Administrator** |
| **TITLE** |  | **TITLE** |
|  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **DATE** |  | **DATE** |

**Approved for form and Legal Sufficiency by the**

**Department Attorney General’s Office**

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| **ATTACHMENT P – DHR SYSTEMS AND APPLICATIONS** |

Solicitation Number: OS/CSC-15-001-S

|  |  |  |
| --- | --- | --- |
| **#** | **System Name** | **Brief Description** |
| 1 | CARES (The Client Automated Resource and Eligibility System) | The Client Automated Resource and Eligibility System (CARES) component of the DHRIS is a mainframe application that maintains individual and case-level information, determines technical and financial eligibility for public assistance programs calculates and initiates benefits issuance, produces necessary management reports, and interfaces with the Department of Health and Mental Hygiene's (DHMH) Medicaid Management Information System (MMIS II). |
| 2 | CSES (Child Support Enforcement System) | The Child Support Enforcement System (CSES) component of the DHRIS maintains a database consisting of information pertaining to child support cases registered in the state of Maryland. CSES also provides functionality for registering child support cases (Intake), locating parties to child support cases (Locate), and establishment of paternity and child support (Establishment), enforcement of child support and medical support court orders (Enforcement), and collecting and disbursing payments (Financial).  The CSES interfaces with State, Federal and private agencies for the purpose of performing locations, maintaining current participant demographics, payment collection and disbursement, and enforcement of court orders. The CSES supports Federal and State requirements, and achieved Federal Parental Responsibilities and Work Opportunities Reconciliation Act (PRWORA) certification in April 2001. |
| 3 | WORKS (Work Opportunities Record Keeping System) | WORKS is a web-based system that enables the Family Investment Administration (FIA) to support its Works Program in obtaining its goal of helping clients to achieve self-sufficiency. The system provides two important functions. The first is to record and track clients’ activities and attendance. Second is a reporting function to assist FIA in meeting federally defined work participation rates that drives the increase or decrease in receipt of millions of dollars in federal funding.  WORKS has a real time interface with the Client Automated Resource and Eligibility System (CARES) to facilitate the exchange of TCA data necessary to support the administration of work services and programs. |
| 4 | SAIL (Service Access and Information Link) | (SAIL) is a public facing, web-based application system that is available 24/7 to Maryland citizens. This system allows individuals or community representatives to apply, renew, change and/or learn about various social services programs administered by the State of Maryland. It also contains valuable information and links to community resources that may be beneficial to the individual. |
| 5 | OHEP (Office of Home Energy Programs) | The OHEP application was built to support MEAP, EUSP and USPP for DHR. The OHEP Application allows the DHR authorized staff to enter paper based energy assistance application data into a web-based system, which enables the processing of these applications. The processing involves certification, bill payments, and arrearage retirement assistance. The OHEP application processes the data and is used to produce Energy Delivery Statements (EDS). |
| 5 | CIS (Client Information System) | Client Information System (CIS) is a system shared jointly by CARES, CSES, Services, MD CHESSIE and Child Care Automated Tracking System (CCATS).  CIS produces the Individual Registration Number (IRN) for each unique DHR customer.  CIS is the repository for public assistance participation. In order to process a customer on CARES, a match with CIS must be confirmed. CIS records client information from these systems in the Client Database (CDB). The CDB is a statewide collection of basic information about every person who participates in any of the DHR programs covered by these systems.  There are five data elements common to all five systems.  These five data elements represent the basic information for registering an individual.  They are: Name, Sex, Race, Date of Birth, and Social Security Number.  CIS is integrated with CARES so the screens from CIS are part of the CARES Screening process (screening an applicant or client determines whether or not that person is known to either the CDB or CARES) whether or not that person is known to CDB, CARES, Services, CSES, or any other system that uses CIS. |
| 6 | EBT (Electronic Benefits Transfer System) | The Electronic Benefits Transfer (EBT) System allows DHR's customers to electronically access Food Stamp and Temporary Cash Assistance benefits using ATM and Point of Sale (POS) technology. Maryland was the first state to implement a statewide EBT program.  The current EBT Contractor is ACS State and Local Solutions, Inc. An interface between CARES and the ACS EBT database transfers authorized benefit data from the CARES eligibility file and returns EBT benefit utilization information and other data/reports to DHR. The EBT system is a web based system.  DHR's customers receive an ACS Customer Service number to conduct automated inquiries about transactions, obtain current account balances, submit a dispute claim, and report a card lost, stolen or damaged. Additional customer service inquiries are managed at local DSS offices, and the EBT Division of OTHS supports the local jurisdictions with problem resolution. |
| 7 | ECMS (Enterprise Content Management System) | Enterprise Content Management Solution (ECMS) is an Internet accessible; web based central enterprise content management system that enables secure, electronic management of case and client content effectively across the organization. It provides a central imaging repository for scanning, retrieving documents from and provides reports that give statistical information pertaining to the images and its keywords/indexes. |
| 8 | ICPC (Interstate Compact for Placement of Children) | The Interstate Compact on the Placement of Children (ICPC) Automated Database Information Management System tracks case information that pertains to the placement of children sent to Maryland by other states, and conversely, track case information on children sent by Maryland to other states for placement.  The ICPC System tracks case information on the interstate placements of children, track due and overdue documents and report status of case documents, provide routine inquiry into the system for case information as necessary, log and maintain addresses on Compact offices, maintain historical information on closed cases, and generate transmittals. |
| 9 | LTRS (Local Transaction Request System) | LTRS, a web-based application, is a communication tool between local jurisdictions and the Central Collections Technical Assistance Division (TAD). The transaction requests are made for local issues concerning centrally posted payments. A local user submits a transaction in LTRS. A TAD Supervisor reviews the request and assigns it to a TAD representative. The TAD representative processes or denies the requests and records comments on the transaction request. The TAD representative updates the transaction status in LTRS and includes any comments regarding the status of the request. The Local Offices use the LTRS to check the status of their transaction requests.  The LTRS system tracks the following   1. Age of the transaction requests 2. Contact person 3. Original date of the request 4. Transaction request type 5. TAD representative assigned to the request 6. Request status, and request comments |
| 10 | MD CHESSIE (Maryland Children's Social Services Information Exchange) | The Maryland's Children's Electronic Social Services Information Exchange (MD CHESSIE) is server based application that provides DHR Social Services workers with a comprehensive, automated information system for Child Welfare and Family Services programs. MD CHESSIE allows child welfare staff and management to record and track throughout the life cycle of the case including Intake, Investigation, Service Case Management, and Financial Management.  In addition, it also supports case management delivery including Workload Management, Administrative Functions, Provider Management, Staff Management, Document Management and Interface Management. System benefits include enhanced data accessibility, reduced errors, and more efficient operations by minimizing redundant data entry, storage, processing and enhanced monitoring of service delivery. |
| 11 | CERTS (Community Emergency Relief Tracking System) | (CERTS) tracks and reports the services and benefits provided to the citizens of Maryland during emergency situations. |
| 12 | SS (Services System) | The Services System (SS) is used to record and track program participation, provide demographic information regarding customers, and generate caseload management and statistical reports for SSA's adult services programs. |

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| **ATTACHMENT Q – ADMINISTRATIONS PROGRAM OVERVIEW** |

Solicitation Number: OS/CSC-15-001-S

Overview

The DHR programs are supported by but not limited to a number of systems listed in **Exhibit P – DHR Systems Interfaces**. The DHR CSC call volumes and processing activities differ for different programs and are managed through multiple options to assist in the processing and resolution of customer inquiries and cases. The Contractor shall implement requirements for all programs (CSEA, FIA, SSA, and CSO) listed in the RFP during the transition-In.

The average total volume of calls and communication currently processed by DHR CSC is in excess of 200,000 calls per month that includes all the services offered by the CSC. **Refer Attachment R – Call Volume Matrix**. Although the State believes that the call volumes and statistics are factual, it makes no warranty that the information is either accurate or error-free. Where projections are provided, they are estimates prepared by the State for its own use but the State makes no warranty with respect to the data on which the projections are based or that future experience will conform to the projections.

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Exhibit 1: Constituent Services Office (CSO)

The DHR Constituent Services Office (CSO) is the Department’s centralized customer service operation providing a direct linkage between the citizens and State of Maryland programs and services. The goal of CSO is to handle customer complaints, concerns, appeals, and crisis management in a manner that provides beneficial, efficient and timely assistance to our customers. CSO is accessible through the toll free number, 1-800-332-6347, and answered by our team of Ombudsman, Monday – Friday between 8:00 a.m. and 5:00 p.m.

The Ombudsman assists the CSC by answering questions or concerns that go beyond their capability, addressing issues associated with, but not limited to, Energy Assistance, SNAP, Medical Assistance, Homelessness, employee complaints and other specific program issues. The customer response time usually takes anywhere between 24-72 hours. While it is not always feasible to solve each complaint or concern within that time frame, the CSO informs the customers that their situation is being investigated. .

The CSO assists the CSC with:

* Customer questions which have not been addressed by other State agencies
* Customer complaints not resolved at local offices
* Out of State inquiries
* Other State agencies verifying Maryland benefits
* CSC unable to communicate with local departments
* To locate DHR staff employees
* Threats to Central, Local or State employees
* Translations/language compatibility
* Breach of Confidentiality
* CSC Complaints
* Benefits for customers who are in the State illegally
* Other media and legislative enquiries

Exhibit 2: Child Support Enforcement Administration (CSEA)

The primary goal of CSEA is to equip families with collecting much needed child support from parents who are not in the home. Child support payments help pay for the costs associated with raising the child (ren), exists to raise the standard of living for children by enforcing their right to receive financial support from both of their parents. A court may order child support to be paid when parents share custody of a child (ren). Children have the right to benefit from the incomes of both parents.

All Child Support Offices provide direct services to customers to include location of absent parents, determination of paternity and establishment of support/medical obligations, collection and disbursement of child support, enforcement of child support and medical support obligations, review and adjustment of support obligations. Service delivery is provided in Maryland’s subdivisions by “Metro” jurisdictions, Local Departments of Social Services, county agencies under Cooperative Reimbursement Agreements (State’s Attorneys, Sheriffs, Masters, Clerks of the Court) or a private vendor under a purchase of services contract.

Currently, CSEA programs are supported by the Child Support Enforcement System (CSES) The current CSC handles inquiries received from custodial parents (CP), noncustodial parents (NCP), foster parents, employees of the Governor's office, State and Federal legislators, employers, court officials (clerks of court, judges, and hearing officers), attorneys, district attorneys, law enforcement officers, agencies in other states and territories, and other government agencies, as well as the general public.

The CSR updates the information within CSES Case Action Logs, and when appropriate, processes and forwards correspondences to customers. The CSR initiates additional work order requests that require additional processing beyond the CSR’s capability over to the local Child Support Offices. Responses are provided only to the parties of a child support case, including the custodial parent (CP) and the non-custodial parent (NCP) unless an authorization to release information to a non-party is provided by either the CP or NCP. The CSC also receives and responds to inquiries from non-parties regarding general information about the program and how to apply for services. System updates required are made as defined in the Program Desk Reference Guide.

CSEA offers an Electronic Payment Issuance Card (EPiC) as the alternative choice to receiving child and spousal support payments by mail or direct deposit. EPiC is a Visa Debit Card. EPiC makes it easier, faster and safer for families to receive monthly child support payments. **Child Support Customers can obtain child support information via DHR’s website at the following link: https//www.dhr.state.md.us.**

CSEA draws the highest rate of customer inquiries among all programs, approximately 70%. Refer to **Attachment R - Call Volumes Matrix** for CSEA 2013-2014 call volumes and related data. The Desk Reference Guide of call inquiries/scenarios and formal responses will be provided for use by the CSR’s at the time of contract award.

**Exhibit 2: Table 1 - CSEA (Child Support Enforcement Administration)**

(The below list is only a sample of the types of inquiries that are currently being received through phone, emails, fax and correspondences from child support customers)

|  |  |
| --- | --- |
| **Program Descriptions** | **Typical information and inquiries that the CSC handles** |
| 1. **State Parent Locator Service (SPLS)**   Service to locate the noncustodial parents to establish paternity, and establish and enforce child support obligations. | 1. Requests for applications for services 2. Requests for information relevant to a case (Case Status) 3. Questions regarding payment issues 4. Requests for modification of court orders 5. Address changes 6. Provides information regarding Employment 7. Questions regarding Hearings (date, time, subject, etc.) 8. Questions on the outcome of court hearings 9. Questions regarding tax offset 10. Questions regarding billing issues 11. Questions from the general public on the child support program 12. Questions regarding Paternity and Establishment 13. Payments and Disbursements recorded by CSES (Payment summary forms) 14. Questions regarding Distribution (EPiC, Direct Deposit) 15. Billing questions 16. Questions regarding Medical Support and Insurance 17. Questions regarding Income Withholding 18. Intergovernmental questions 19. Questions regarding License Suspension/Restriction 20. Questions regarding Internal Revenue Offset 21. Questions regarding Passport Denial 22. Questions regarding Consumer Credit Reporting 23. Questions regarding Liens 24. Questions regarding Federal Institution Data Match 25. Questions regarding Parent Locate Services 26. Questions regarding Genetic Testing questions 27. Questions regarding Emancipation 28. Questions regarding Information about criminal non-support 29. Complaints 30. Death certificates and/or notices 31. Questions from Employers 32. Questions related to bankruptcy 33. Requests for CSE brochures and pamphlets 34. Other program questions 35. Other general questions 36. Questions regarding scheduling of appointments 37. Emails from constituents |
| 1. **State Central Registry** **(SCR)**   The Central Registry is a centralized unit that is responsible for receiving, distributing, and responding to inquiries on intergovernmental cases. |
| 1. **Passport Denial**   Program requires the U.S. Secretary of State to refuse issuance of a passport to any individual certified by the Secretary of Health and Human Services until a child support case is satisfied. |
| 1. **Income Withholding**   Program authorizes the automatic deductions from income which start as soon as an agreement for support is established. |
| 1. **Intercept Programs**   Programs designed to collect overdue child and spousal support by intercepting the following types of refunds due Non-Custodial Parent (NCPs) to satisfy accounts that are in the arrears. The programs consist of the following:   1. Federal Tax Refund Intercept Program 2. State Tax Refund Intercept Program 3. Unemployment Insurance Benefits Intercept Program 4. Workman's Compensation Intercept Program 5. Abandoned Property Intercept Program 6. Vendor Offset Intercept Program 7. Thrift Savings Plan Intercept Program 8. Lottery Winnings Intercept Program |
| 1. **Driver's License Suspension**   Program with the authority to refer to the Motor Vehicle Administration (MVA) for driver’s license suspension, the name of any non-custodial parent (NCP) who is out of compliance with the most recent child support court order. |
| 1. **Professional License Suspension**   Program identifies and suspend obligors who possess a professional/business/ or occupational/business license, who are out of compliance with the most recent child support court order. |
| 1. **State Directory of New Hires**   Program required operating and maintaining an automated system for collecting, storing, and extracting information reported by employers on new hires. The State and national data collected affords CSEA the opportunity to link new hires to child support cases, providing CSEA the ability to initiate income withholding orders. |
| 1. **Financial Institution Data Match**   Program identifies financial accounts owned by non-custodial parents who are delinquent in their child support obligations. Upon identification, these accounts may be subject to garnishment to satisfy the arrears owed. |
| 1. **Credit Bureau Reporting**   Program authorizes child support cases that are in arrears, equal to, or greater than payments required within an established timeframe shall be flagged on the Consumer Report File. |
| 1. **Electronic Payment Issuance Card (EPiC)**   Program provides a re-loadable bank card issued by a State Bank for receipt of child support payments. |
| 1. **Direct Deposit**   Program provides for direct deposit of child support payments to the custodial parent's choice bank account. |

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| --- | --- |
| 1. **National Medical Support Notice (NMSN)**   Programs provides for a form of child support where medical expenses such as medical or dental insurance coverage is paid by either parent, as provided according to the court order. |  |
| 1. **Property Liens**   Program provides for a claim upon property to prevent sale or transfer until a child support debt is satisfied. |

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**Exhibit 3: Family Investment Administration (FIA)**

FIA is the central coordinating and directing agency of all public assistance programs in the State. The programs are administered by LDSSs and vary from county to county and in Baltimore City. FIA provides assistance to low-income families with children while preparing program participants for independence. This assistance consists of services and cash assistance to eligible individuals, including Welfare Avoidance Grants, Temporary Cash Assistance (TCA), and alternative programs.

One of the primary goals of FIA is to equip families with children and an employable parent to take steps toward self-sufficiency. These programs are meant to serve as a stepping stone to guide families toward that goal. To that end, programs such as TCA require participation in work activities and compliance with substance abuse provisions as conditions of eligibility.

All local FIA agencies (local departments of Social Services) determine eligibility for all or some of the programs listed in Exhibit 3 – Table 1. FIA offices provide customers with access to an array of services including child protective services, energy assistance, food supplement benefits and emergency assistance. FIA currently draws a very high rate of customer inquiries mostly addressed by the CSC through the IVRS and calls forwarded to the LDSS.

Currently, Family Investment programs are supported by the Client Automated Resource and Eligibility System (CARES). CARES maintains information about financial eligibility and calculates, initiates, and issues benefits. CARES allows FIA users to inquire and update information.

The Electronic Benefit Transfer System (EBT) is used for issuing cash and Food Supplement Program (FSP) benefits. Eligible individuals are issued a plastic debit card to access electronically cash and food stamps on a monthly basis. The card replaces paper food-stamp coupons and cash benefit checks. The card also may be used to pay gas and electric bills, public housing rent, and group home expenses. EBT allows FIA users to inquire on benefit issuance.

To better understand eligibility requirements, customers can use the Service Access Information Link (SAIL) at [**https://www.marylandsail.org**](https://www.marylandsail.org) for an eligibility screening and to apply or re-apply for benefits online. Customers may also opt to apply in person at a LDSS office. With the exception of Long Term Care MA, applications for all programs may be filed online via the SAIL website. SAIL is a web-based application system that allows applicants to submit applications online that are forwarded electronically to the appropriate local department via the CARES system.

The CSC support for FIA has been primarily on the IVRS. Refer **Attachment R - Call Volumes Matrix** for the cumulative CSO/FIA/SSA call volumes and related data. Of the three (3) programs (CSO/FIA/SSA), FIA receives in excess of 50% of operator assisted call volumes.

**Exhibit 3 – Table 1: FIA Program summary**

(The below list is only a sample of the types of inquiries that are currently being received through phone, emails, fax and correspondences from child support customers)

|  |  |
| --- | --- |
| **FIA Program s**  **(Brief Descriptions)** | **FIA Program Inquiries**  **(Typical/General)** |
| 1. **Child Protective Services (CPS)**   The (CPS) is a mandated program for the protection of all children in the state alleged to be abused and neglected. Child Protective Services screens and investigates allegations of child abuse and neglect, performs assessments of child safety, assesses the imminent risk of harm to the children and evaluates conditions that support or refute the alleged abuse or neglect and need for emergency intervention. It also provides services designed to stabilize a family in crisis and to preserve the family by reducing safety and risk factors. This program provides an array of prevention, intervention and treatment services. Customers should be connected to the local department of social services in the county in which they suspect abuse and/or neglect. | 1. Program Eligibility questions 2. How and where to apply for benefits 3. Locations of offices 4. Case Status 5. Benefit Issuance Date 6. Case Closure Reason 7. Electronic Benefit Transfer (EBT) issues 8. CC Subsidy Provider Questions 9. Status of application(ending, active, closed, denied to include date of each status and reason) 10. Benefit amount 11. Household composition 12. Information on how benefit amount was calculated 13. Request applications 14. Energy Assistance 15. Appeal Decision 16. Supplemental Nutrition Assistance Program (SNAP) and Medical Assistance 17. MD SAIL Online Information 18. Provide guidance to a caller that wishes to apply online. 19. Interactive Voice Response (IVR) Responsibilities 20. Inform callers of Disaster Sites & Operation Times 21. Inform callers of DFSP Application Processing Dates 22. Verification items needed for processing of application 23. Local offices included in the disaster declaration 24. Benefits months for the disaster 25. Regular Food Stamp client callers of the availability of supplement and replacement benefits 26. Eligibility criteria for DFSP 27. How to add someone to their DFSP case 28. Information regarding their EBT card such as: 29. How do I change my pin number? 30. How do I change my password? 31. When I try to use my card it does not allow me to use it. 32. How long will the benefits be available on my card? 33. Income Guidelines 34. Status of Application 35. Apply for Benefits 36. Appeals 37. Handle inquiries for most Medicaid programs and has multi-lingual staff to assist Address changes 38. Request for a paper application form by mail 39. Assistance in completing paper or online application 40. Status of coverage or application 41. Assistance with billing inquiries and discrepancies 42. Medicaid covered services MCHIP, MCHP Premium, ABD, FAC, ACA 43. General program information 44. Medically Needy Spend Down 45. Complaints 46. Discrimination Complaints 47. Race, Age, Color 48. Political Affiliation, Sex, Nationality 49. Obtaining Emergency Food 50. What Service Available 51. Location of Shelters 52. Location of Food Pantries 53. Location of Soup Kitchens 54. Reporting Suspected Vendor Fraud 55. Reporting Suspected Fraud on DHR Program or Service |
| 1. **The Maryland Energy Assistance Program (MEAP)**   MEAP provides assistance with home heating bills. The Electric Universal Service Program (EUSP) also assists eligible low-income electric customers with their electric bills. Eligible electric customers may receive help to pay current electric bills; pay past due electric bills; and help with energy efficiency measures to reduce future electric bills. Customers can call the toll free number, 1-800-352-1446 to apply for energy assistance. |
| 1. **Welfare Fraud**   This provides another avenue for the public to file welfare fraud complaints. A complaint should be completed only if it has come to the attention that a client has been issued benefits, in which they were not entitled. Customers can contact the call center to report fraud. |
| 1. **Emergency Assistance to Families with Children (EAFC)**   This program provides emergency cash assistance to families who need emergency help paying rent or utilities. These funds are available through the local department once per year when funds are available. Information about this program can be obtained through the call center. |
| 1. **Homelessness and Housing Support (Emergency and Transitional Housing and Service Program-ETHS)**   This program provides state funding for emergency and transitional shelters for people who are homeless. ETHS funds shelter beds and support services such as limited rent assistance, food, transportation, and case management. ETHS is administered locally with significant involvement of local homeless agencies in each jurisdiction. |
| 1. **Maryland Office for Refugees and Asylees (MORA)**   This provides support and services to federally recognized refugees and political asylees to ease their integration into American society. |
| 1. **Food Supplement Program (FSP)**   Formerly known as Food Stamps helps low-income households buy the food they need for good health |
| 1. **Temporary Disability Assistance Program**   TDAP Temporary Cash Assistance is provided to disabled adults without minor children, pending SSI/SSDI eligibility. |
| 1. **Burial assistance**   Funds are Maryland State General funds that pay for the funeral expenses of a deceased person without other means of payment who, at the time of death has already qualified for the privileges through an eligibility process. |
| 1. **Maryland Children’s Health Insurance Program**   **MCHIP** uses Federal and State funds to ensure that all Maryland’s children have medical insurance. The program provides full health benefits for children up to age 19, and pregnant women of any age who meet the income guidelines. MCHIP provides care through a variety of Managed Care Organizations (MCOs) |
| 1. **Medicaid (Also called** **Medical Assistance)**   **MA** pays the medical bills of needy and low-income individuals. It is administered by the State and pays medical bills with Federal and State funds. Medicaid coverage is granted to individuals receiving other public assistance, including Supplemental Security Income (SSI), Temporary Cash Assistance (TCA), and Foster Care. Low-income families, children, pregnant women, and aged, blind, or disabled adults may also qualify. |
| 1. **Qualified Medicare Beneficiary**   **QMB** Program serves individuals with modest assets (up to $4,000 per individual or $6,000 per couple) with combined incomes that do not go over 100 percent of the federal poverty level. The State Medicaid program pays their Medicare Part B premiums and cost-sharing amounts. |
| 1. **Specified Low-Income Medicare Beneficiary**   **SLMB** Program pays only the Part B premium for those with incomes between 100 and 120 percent of poverty with assets up to $4,000 per individual or $6,000 per couple. |
| 1. **Long Term Care**   **LTC is a program where nursing home MA pays the nursing home expense for qualified individuals who meet income and asset guidelines.** |
| 1. **Child Care Subsidy/Purchase of Care**   **CCS/POC s**ubsidies, based on the customer’s income level, are paid by the local department to the customer’s day care provider. Eligible customers receive a voucher from the local department to take to the child care provider of their choice. |
| 1. **The Maryland Energy Assistance Program**   **MEAP** provides assistance with home heating bills. Limited assistance is available to replace broken or inefficient furnaces. |
| 1. **Electric Universal Service Program**   **EUSP** assists eligible low-income electric customers with their electric bills. Assistance is available whether you are an active customer or you are currently without service. Eligible electric customers may receive help to pay current electric bills, pay past due electric bills and help with energy efficiency measures to reduce future electric bills |

**FIA IVRS Requirement**

FIA envisions the IVR to be the first robust filter for addressing customer inquiries and concerns. Any message about major changes to FIA shall be recorded and updated into the IVR (Eg: Counties that are eligible for disaster benefits or mass changes to individual cases).

**FIA Call and System Updates by CSR Requirement**

Any call regarding an FIA program (FSP, TCA, TDAP etc.) that is not fulfilled by the IVRS shall be attended to by a dedicated, trained CSR. The CSR shall have limited, but the necessary program knowledge and will be trained to make the required changes on CARES (or other systems as required). Some of the customers may not have social security numbers. The CSC must confirm at least 2 validation factors (client ID and Social Security Number or SSN and birthdate or birthdate and client ID) from callers for case specific information through the IVRS or when speaking with the CSR.

If the CSR cannot authenticate the validation factors through the phone, the CSC shall request for fax or email from caller and generate a referral to the local department to obtain verification. CSR shall have the ability to make case specific changes to CARES. Changes that could be handled by CSR:

1. Address changes
2. Changes in rent/shelter costs
3. Add or remove a household member
4. Delete a person
5. Earned income change
6. Unearned income change
7. Child care expense change
8. Student status change
9. Request to close case

Exhibit 5: Social Services Administration (SSA)

The Social Services Administration (SSA) is responsible for assuring that a broad spectrum of social service programs is available for needy citizens, children, families, and adults. Social Service programs are delivered through the twenty-three (23) local departments of social services offices and the Montgomery County Department of Health and Human Services. SSA provides management oversight and direction to these local offices through policy development, quality assurance, technical assistance, centralized record keeping, and budgeting and training. The Social Services Administration consists of:

1. Executive Office
2. Budget and Central Services
3. Office of Operations

* Research, Evaluation and Quality Assurance
* Systems Development and MD CHESSIE (Maryland Children’s Electronic Social Services Information Exchange) On-Site Support and Training
* MD CHESSIE Call Center
* Contracts and Monitoring

1. Office of Programs

* Child Welfare Practice and Policy
* Out-of-Home Services / Permanency
* In-Home Services
* Child Welfare Organization Development and Training
* Resource Development and Retention
* Placement and Support Services
* Interstate Compact

1. Adult Services

**SSA Requirements**

The CSC requirement for SSA shall be configured on the IVRS. Contractor shall work with the State Project Manager to determine the scope of the SSA information to be provided on the IVRS. Inquiries that typically come from customers are as below:

1. What are the various Social Services Administration programs services?
2. How to contact other DSS services (CPS, APS, Foster Care/Adoptions, Finance, etc.)
3. Information on how to contact other agencies for information on their programs, Housing Authority phone number, Community Action, MEAP, Child Support phone numbers, etc.

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| **ATTACHMENT R – DHR CALL VOLUME SAMPLE** |

Solicitation Number: OS/CSC-15-001-S

Attachment R – DHR Call Volume Sample, is an Excel spreadsheet and is included as a separate attachment to this RFP.

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| **ATTACHMENT S – TECHNICAL SPECIFICATIONS** |

Solicitation Number: OS/CSC-15-001-S

**Exhibit 1**

# SYSTEMS TESTING AND INTEGRATION

The contractor shall perform services and activities associated with building and maintaining the technical infrastructure, and the testing, integration and migration activities to ensure that all components of the distributed computing environment work together effectively.

The following table identifies the underlying roles and responsibilities associated with systems engineering, testing and integrated services

# Systems Testing and Integration Roles and Responsibilities

|  |  |  |
| --- | --- | --- |
| **Systems Testing and Integration Roles and Responsibilities** | Contractor | State |
| 1. Develop and document engineering, testing and integration requirements and policies. | X | X |
| 2. Develop engineering, testing and integration procedures that meet requirements and adhere to defined policies | X |  |
| 3. Approve engineering, testing and integration procedures |  | **X** |
| 4. Prepare system engineering plans and schedules to support new and enhanced applications, architectures and standards | X |  |
| 5. Review and approve engineering plans and schedules |  | **X** |
| 6. Define and document unit and systems acceptance criteria | X | **X** |
| 7. Conduct testing for all new and upgraded equipment, software or services to include unit, system, integration, and regression testing. | X |  |
| 8. Define and document user acceptance criteria. |  | **X** |
| 9. Perform and approve user acceptance testing for new and upgraded equipment and software. |  | **X** |
| 10. Assess and communicate the overall impact and potential risk to existing operations prior to implementing changes. | X |  |
| 11. Coordinate implementation and migration support activities with the help desk and the Department. | X |  |
| 12. Coordinate the scheduling of all changes to the distributed computing environment through defined change control processes. | X | **X** |
| 13. Conduct pre-installed site surveys, as applicable. | X | **X** |
| 14. Test and stage new and upgraded equipment and software to smoothly transition into production environment prior to going live on the network. | X | **X** |
| 15. Perform project management (including the creation of project plans and management documentation) | X |  |
| 16. Perform data migration from existing systems to new systems. | X |  |
| 17. Provide technical assistance to Department during transitions as needed. | X |  |
| 18. Update configuration management documentation and asset inventory to reflect hardware and software changes. | X |  |
| 19. Provide training to Department personnel as appropriate on new/upgraded hardware (e.g. Features of new hardware etc.) |  |  |

Configuration Management Roles and Responsibilities

|  |  |  |
| --- | --- | --- |
| **Configuration Management Roles and Responsibilities** | Contractor | State |
| 1. Develop and document configuration management tool | X |  |
| 2. Approve configuration management tool. |  | X |
| 3. Document and maintain distributed computing hardware and software specifications and configurations. | X |  |
| 4. Provide information about the configuration, functionality and other aspects of the distributed computing environment upon request. | X |  |
| 5. Track all software versions in use in the distributed computing environment. Document issues and considerations associated with each version and environment. | X |  |
| 6. Ensure that disaster recovery documentation correctly reflects the distributed computing environment. | X | X |

# Operational Integration Roles and Responsibilities

|  |  |  |
| --- | --- | --- |
| **Operational Integration Roles and Responsibilities** | Contractor | State |
| 1. Train contractor contractor’s employees on systems and operational procedures related to receipts processing, transaction requests, accounting, electronic payment reconciliation, recoupment, direct deposit and debit card application processing. | X | X |
| 2. Train Department’s State, local and privatization contractor’s staff on contractor’s front end payment processing system, | X | X |
| 3. Contractor employees capable of performing mail opening, scanning, imaging and encoding functions. | X |  |
| 3. Contractor’s employees capable of processing manual and electronic payments using contractor’s front-end payment processing system and CSES. | X | X |
| 4. Contractor’s employees capable of processing direct deposit and debit card applications | X | X |
| 5. Contractor’s employees capable of performing all finance and bank reconciliation functions | X | X |
| 6. Contractor’s employees capable of performing electronic payment reconciliation activities. | X | X |
| 7. Contractor employees capable of performing transaction requests using the Local Transaction Request (LTR) system. | X | X |
| 8. Contractor implemented host and is capable of processing electronic payments from employers and non-custodial parents | X |  |
| 9. Department’s State, local and privatization contractor employees capable of accessing contractor’s front-end system data. | X | X |

**Exhibit 2**

**DHR AUTOMATED SYSTEM**

**SECURITY REQUIREMENTS**

# Security Personnel Designation

# In order for an adequate level of security to exist in the DHR application systems an agency data security structure has been developed. The access procedure begins with the DHR supervisors and ends with the DHR supervisors and ends with the DHR security officers of the OIM/DSD. This structure is intended to provide a systematic means for staff to protect data and to gain the proper level of access to DHR’s automated systems.

# The following outlines the responsibilities of each of the key security-related positions in DHR.

# DHR Supervisors responsibilities:

# To determine the appropriate security level(s) for each of his/her employees.

# To complete and forward the appropriate security transaction form(s) to the security monitor when an employee needs to be added to or deleted from a system; have his/her system access level modified; or have a name changed. All forms need to be sent to the security monitor within five (5) working days of the personnel action.

# To ensure the accuracy and completeness of forms.

1. To review at least annually (usually at the employee’s annual performance review or when an employee’s job responsibilities changes) the employees’ current job duties and compare them to the employee’s current security access level to determine if any modification(s) is needed.
2. To communicate when necessary or at least annually to his/her employee’s and others of the need for keeping DHR’s data confidential and their password(s) a secret.
3. To adhere to the security matrix to ensure for a proper separation of duties. If staffing levels prohibit strict adherence to the matrix then to implement a strong supervisory review of employee’s activity to prevent fraud from occurring.
4. To make sure that their employees receive all needed information in regards to protecting the confidentiality of DHR’s data and secrecy of their password(s).

**DHR AUTOMATED SYSTEM**

**SECURITY REQUIREMENTS**

**DHR Employee’s Responsibilities:**

1. To keep his/her password a secret and DHR’s data confidential.
2. To report any system access problem(s) to his/her Security Monitor or supervisor immediately.
3. To read, sign, and abide by the Security Acknowledgment/Advisory Form.

**Security Monitor’s Responsibilities:**

1. To expeditiously review forms (for accuracy and completeness), to sign and forward appropriate security transaction form(s) to the DSD whenever an employee needs to be added to or deleted from a system; have his/her system access level modified; or have his/her name changed. Security monitors are the only staff members authorized to forward Security Transaction Form(s) to the DSD or to inquire about their status.
2. To notify the supervisor and/or the end user of the status of his/her security access request.
3. To report all access problems to the DHR System Support Center or to a DHR Security Officer. Security monitors are the only staff members authorized to call in the DHR System Support Center or a DHR Security Officer concerning system access problems.
4. To remind supervisors to forward all security access transaction forms to the security monitors within three (3) day of an employee entering or leaving a unit or local department.
5. To remind supervisors to monitor an employee’s security access levels for appropriateness to their job responsibilities.
6. To communicate as needed or at least annually to supervisors, staff, and others the requirement that DHR’s data is to be kept confidential and that the passwords are to be kept a secret.
7. To serve as a liaison between the Local Department and the DSD.
8. To review and disseminate all Data Security Policies and Procedures. Primary security monitors must distribute all Security Alerts and other security related information to secondary security monitors.
9. To ensure that the current versions of security transaction forms are being utilized.
10. To attend any scheduled security monitor briefings and training sessions.
11. To ensure adherence to all policies and procedures concerning security access requests.

**DHR AUTOMATED SYSTEM**

**SECURITY REQUIREMENTS**

**LDSS, Modals and Privatization Contractor Responsibilities:**

1. To appoint a responsible and conscientious person as the security monitors.
2. To expeditiously (within ten (10) working days) complete, sign, and forward the appropriate security transaction forms to the DSD whenever an employee needs to be appointed or deleted as a security monitor.
3. To expeditiously (within ten (10) working days) notify the DSD of any change in physical location, address, fax number, or voice number of a security monitor.
4. To remind staff as needed or at least annually of the requirement that staff keep DHR’s data confidential and their passwords a secret.
5. To remind supervisors as needed or at least annually (usually at the employee’s annual performance review) to review employee’s current job duties and compare them to the employee’s current security access level to determine if any modification is needed.
6. To remind supervisors, security monitors, and staff to follow all rules, guidelines, and deadlines as specified by policies or management.

**OIM/DSD Responsibilities:**

1. To review and process all security transaction requests within seven (7) working days of receipt.
2. To notify security monitors within fourteen (14) working days in writing or by electronic mail when his or her security requests are completed.
3. To respond to valid verbal security related inquiries within two (2) working days and/or valid written security related inquiries within five (5) working days.
4. To conduct periodic security meetings and training sessions for security monitors, DHR supervisors, and other staff members as necessary.
5. To review, revise, and enforce current security policies and to implement or develop new ones.
6. To maintain the Information Systems Security Handbook and the Standards and Procedures Manual.
7. To remind security monitors and other staff members of the requirement to delete unnecessary logon-ids and to supply security monitors with periodic logon-id listings for review and maintenance.

**DHR AUTOMATED SYSTEM**

**SECURITY REQUIREMENTS**

1. To review and investigate security violation reports from the ADC and IBM/GS.
2. To communicate to staff members and others when necessary or at least annually the requirement that they keep DHR’s data confidential and their passwords a secret.
3. To remove unnecessary logon ids from DHR’s automated systems and to periodically review the necessity of high level logon ids’ access.

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**Exhibit 3**

**DHR IT Hardware (Desktop Computer) Standards**

*(\*Revised December 2013)*

**Dell** hardware is the standard platform for DHR desktop and notebook/laptop.

Listed below are the current **minimum** hardware, software and warranty requirements. Solicitations to vendors may be greater.

**Desktop Standard**

**Hardware**

* **Business Class Workstation**: Dell **OptiPlex** line
* Processor: Quad Core (3.4 GHz, 8 M cache)
* Memory: 6.0 GB
* Monitor: 24" Wide Screen Flat Panel Monitor
* Graphics: AGP w/8MB video memory
* Hard Drive: 320 GB
* Network Card: 100/1000 Ethernet
* 16X DVD+/-RW
* Mouse: USB
* Keyboard: USB

**Software and Warranty**

* Operating System: Windows 7 Professional 64-bit
* Office Productivity Suite: Microsoft Office 2007 Professional
* Attachmate Extra! Terminal Emulator v9.x
* Keep your Hard Drive **– 3 Year**
* Hardware Resource CD
* Warranty: 3 Year Next Business Day Onsite

\*The above DHR standards may change. Coordinate with the DHR-OTHS prior to making any purchases.

**DHR IT Hardware (Notebook/Laptop) Standards**

*(\*Revised December 2013)*

**Dell** hardware is the standard platform for DHR desktop and notebook/laptop.

Listed below are the current **minimum** hardware, software and warranty requirements. Solicitations to vendors may be greater.

**Notebook/Laptop Standard**

**NOTE:** *In an effort to reduce equipment costs and simplify user support requirements, it is the policy of OTHS, that those DHR users who have a need for mobile computing utilize the notebook computer as their sole IT device. This eliminates the need for two separate computers and the associated costs and complexity of supporting multiple devices.*

**Hardware**

* **Business Class laptop**: Dell **Latitude** line
* Processor: Quad Core Mobile – QM (2.7 GHz, 6 M cache)
* Memory: 6.0 GB
* Screen: 14.0” HD+ (1600x900) Anti-Glare LED
* Hard Drive: 250 GB 7200 rpm
* Graphics: nVidia® NVS™ 4200M 512MB DDR3 Discrete Graphics for Quad Core
* Network Card: 100/1000 Ethernet
* Wireless LAN: 802.11 a/g/n
* 8X DVD+/-RW

**Port Replicator/Docking Station & Accessories:**

* Compatible port replicator/docking station for notebook
* Monitor: 24" Wide Screen Flat Panel Color Monitor, Lock Down Cable
* Mouse: Optical USB
* Keyboard: USB

**Software and Warranty Requirements**

* Operating System: Windows 7 Professional 64-bit
* Office Productivity Suite: Microsoft Office 2007 Professional
* Attachmate Extra! Terminal Emulator v9.x
* **Computrace Tracking Agent**
* Keep your Hard Drive Option **– 3 Year**
* Hardware Resource CD
* Warranty: 3 Year Next Business Day Onsite
* **Hard-drive encryption solution that is FIPS 140-2 compliant**

\*The above DHR standards may change. Coordinate with the DHR-OTHS prior to making any purchases.

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| **ATTACHMENT T – PROGRAM APPLICATION FORMS** |

Solicitation Number: OS/CSC-15-001-S

Program Application Forms can be provided upon request:

* Application for Support Enforcement Services
* Child Support Direct Deposit Authorization
* FIA Application for Assistance
* FIA Application for Assistance for One-Person
* FIA Request for Information to Verify Eligibility
* FIA Change Report Form
* Facts About Applying for Medical Assistance
* Request for Fair Hearing
* OHEP Energy Assistance Application

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| **ATTACHMENT U – MAILING ADDRESSES OF LDSS OFFICES** |

Solicitation Number: OS/CSC-15-001-S

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| **LOCAL DEPARTMENT OF SOCIAL SERVICES (LDSS)**  **DIRECTORS** |
| **Revised as of 3/5/14** |

|  |  |
| --- | --- |
| LOCAL DEPARTMENT/DISTRICT OFFICE | NAME – PHONE# - FAX# |
| **ALLEGANY COUNTY DSS**  One Frederick Street  Cumberland, MD 21502-1420 | Director: Richard Paulman Phone: (301) 784-7099 Assistant Director: William Walker Phone: (301) 784-7022  Fax: (301) 784-7244 |
| Anne Arundel County DSS 80 West Street  Annapolis, MD 21401-1787 | Director: Marcia Kennai Phone: (410) 269-4600 Deputy Director: (Vacant) Phone: (410) 269-4604 Assistant Director: Edith Harrison Phone: (410) 269-4603  Fax: (410) 974-8566 |
| Baltimore City DSS 1910 N. Broadway Street  Baltimore, MD 21213 | **INTERIM DIRECTOR: DAVID H. THOMPSON**  Phone: 443-378-4600  Fax: 443-378-4601 Chief Operating Officer for Programs: (Vacant) Phone: (443) 378-4543 Assistant Director: Elizabeth Smith Office - 443-378-4705  Fax - 443-378-4701 |
| Baltimore County Department of Health & Social Services  Drumcastle Government Center  6401 York Road  Baltimore, MD 21212 | Health Officer and Director:Gregory Wm. Branch, M.D., MBA, CPE 410-887-3603-Office 410-377-9646-Fax **DEPUTY DIRECTOR FOR SOCIAL SERVICES**  **MARK MILLSPAUGH**  410-887-3743 – Office  443-540-9571 - Cell  410-377-9390 - Fax  Assistant Director: Gary Holt Phone: (410) 853-3984  Fax: (410) 853-3955 |

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| LOCAL DEPARTMENT/DISTRICT OFFICE | NAME – PHONE# - FAX# |
| **CALVEET COUNTY DSS**  200 Duke Street  Prince Frederick, MD 20678 | Director: Amye Scrivener Phone: (443) 550-6999  Fax: (410) 286-7429 Assistant Director: Joe Cook Phone: (443) 550-6922  Fax: (410) 286-7429 |
| Caroline County DSS 207 South Third Street  Denton, MD 21639 | Director: Osvaldina G. Daly Phone: (410) 819-4511 Assistant Director: Rayshelle Robinson Phone: (410) 819-4467  Fax: (410) 819-4505 |
| **CARROLL COUNTY DSS**  1232 Tech Court, Suite 1  Westminster, MD 21157 | Director: Frank Valenti Phone: (410) 386-3306  Fax: (410) 386-3429 Assistant Director: Corey Baxter Phone: (410) 386-3355  Fax: (410) 386-8939 |
| **CECIL COUNTY DSS**  170 East Main Street  Elkton, MD 21921 | Interim Director: Sue Bailey Phone: (410) 996-0150  Fax: (410) 996-0464 Assistant Director: Michele Smith Phone: (410) 996-0374  Fax: (410) 996-0364 |
| Charles County DSS 200 Kent Avenue  La Plata, MD, 20646 | Director: Therese Wolf Phone: (301) 392-6601  Fax: (301) -870-3958 Assistant Director: Keith Davis Phone: (301) 392-6560  Fax: (301) 753-4353 |
| Dorchester County DSS 627 Race Street  Cambridge, MD 21613 | **INTERIM DIRECTOR: VICTORIA STANLEY**  Phone: (410) 901-4141  Fax: (410) 901-1047  **INTERIM ASSISTANT DIRECTOR: JUANA BLUE**  Phone: (410) 901-4225  Fax: (410) 901-2927   |  |  | | --- | --- | |  |  | |
| Frederick County DSS 100 East All Saints Street  Frederick, MD 21701 | Director: Diane Gordy Phone: (301) 600-4599 Assistant Director: Katie White Phone: (301) 600-2403  Fax: (301) 694-4550 |
| Garrett County DSS 12578 Garrett Highway  Oakland, MD 21550 | Director: Rick DeWitt Phone: (301) 533-3025 Assistant Director: Thomas Rosser Phone: (301) 533-3081  Fax: (301) 334-5449 |

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| LOCAL DEPARTMENT/DISTRICT OFFICE | NAME – PHONE# - FAX# |
| Harford County DSS 2 South Bond Street **Suite 300** Bel Air, Maryland 21014  **W.A.G.E. Connection**  975 Beards Hill Road  Aberdeen, MD 21001 | Director: Jerome Reyerson Phone: (410) 836-4955 Assistant Director: Cora Grishkot Phone: (410) 836-4730  Fax: (410) 836-4581  **OFFICE MANAGER:** **ROSALYN TAYLOR**  410-297-6250  Fax: (410) 297-6134 |
| **HOWARD COUNTY DSS**  7121 Columbia Gateway Drive  Columbia, MD 21046 | Director: Karen Butler Phone: (410) 410-872-8260  Fax: (410) 872-4200  **ASSISTANT DIRECTOR**: **ELAINE HUTCHISON**  Phone: (410) 872-8262  Fax: 410-872-4231 |
| **KENT COUNTY DSS**  350 High Street, P.O. Box 670  Chestertown, MD 21620 | Director: Linda Webb Phone: ( 410) 810-7720  Fax (410) 778-2932  **FI** **ASSISTANT DIRECTOR: JULIE HANDZO**  Phone: (410) 810-7621  Fax: (410) 778-9694 |
| **MONTGOMERY COUNTY DHHS**  401 Hungerford Drive, Suite 500  Rockville, MD 20850 | Uma Ahluwalia, DirectorDepartment of Health & Human Services **INTERIM SOCIAL SERVICES OFFICER : JOANN BARNES**  Phone:  ([240) -777-1223](tel:240-777-3850)  Fax: (240) 777-1464 |

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| LOCAL DEPARTMENT/DISTRICT OFFICE | NAME – PHONE# - FAX# |
| Prince George’s County DSS805 Brightseat RoadLandover, MD 20785 425 Brightseat Road  Landover, MD 20785 Hyattsville Office 6505 Belcrest Road  Hyattsville, MD 20782  **South County Office**  4235 28th Avenue  Temple Hills, MD 20748 | Director: Gloria Brown Phone: (301) 909-7017  Fax: (301) 909-7012 Assistant Director Family Investment Division (FID):Evelyn ReedPhone: (301) 909-7020 Fax: (301) 909-7701  **DEPUTY ASSISTANT DIRECTOR, FAMILY INVESTMENT DIVISION (FID): IGNATIUS IWUALA**  Phone: [301-909-7089](tel:301-909-7089)  Fax: [301-909-7001](tel:301-909-7001) Landover **DISTRICT MANAGER PHYLLIS MINKAH,**  Phone: [301-909-6027](tel:301-909-6027)  **WYMOND SATTERWHITE, ASST. DISTRICT MANAGER**  Phone:  [301-909-6142](tel:301-909-6142)  Fax :[301-909-6100](tel:301-909-6100)  **Hyattsville**:  **DISTRICT MANAGER**  **DELANIA WARE**  Phone: [301-909-5275](tel:301-909-5275)  **CHIMA NATHAN**  **ASST. DISTRICT MANAGER**  Phone: [301-909-5198](tel:301-909-5198)  Fax: [301-209- 5198](tel:301-209-%205276)  **South County:**  **DISTRICT MANAGER: DEBORAH ROBINSON**  [301-316-7826](tel:301-316-7826)  **ASST. DISTRICT MANAGER: NOEL MEDOH**  [301-316-7875](tel:301-316-7875)  Fax # [301-316-7700](tel:301-316-7700)  **425 RISE (previously Landover)**  **R**espectful **I**nnovative **S**ervice **E**mployees  **DISTRICT OFFICE MANAGER –**  **DELANIA WARE**  425 Brightseat Road  Landover, MD 20785  Phone: [301-209-5275](tel:301-909-6066)  Fax: [301-909-6100](tel:301-909-6100) |
| LOCAL DEPARTMENT/DISTRICT OFFICE | NAME – PHONE# - FAX# |
| Queen Anne’s County DSS 125 Comet Drive  Centreville, MD 21617 | Director: Cathy Dougherty Phone: (410) 758-8022  Fax: (410) 758-8110 ASSISTANT DIRECTOR: DENIME MCCAIN Phone: (410) 758-8047  Fax: (410) 758-8111 |
| Saint Mary’s County DSS 23110 Leonard Hall Drive  P.O. Box 509  Leonardtown, MD 20650 | Director: Ella May Russell Phone: (240) 895-7173  **ASSISTANT DIR.: JOANNE MCDONALD**  Leonardtown Office: 240-895-7171  Lexington Park Office: 240-895-5774  Fax: 240-895-7099 |
| Somerset County DSS 30397 Mount Vernon Road  Princess Anne, MD 21853 | **Director: Patricia M. Mannion**  Phone (410) 677-4330  **ASSISTANT DIRECTOR: GERRI GARNER**  Phone: (410) 677-4380  Fax: (410) 677-4300 |
| **TALBOT COUNTY DSS**  301 Bay Street, Unit 5  Easton, MD 21601 | Director: April Sharp Phone: (410) 770-5907  **ASSISTANT DIRECTOR: SUSAN MOORE**  **Phone:** 410-770-5652  Fax: 410-820-7117  **ASSISTANT DIRECTOR:**  **(Food Supplement Program)**  Phone: 410-770-5563  Fax: 410-820-7117  **ASSISTANT DIRECTOR: DIANE SHAFFER (Child Welfare & Workforce Sup.**  Phone: (410) 770-5907  Fax: (410) 820-6813  **ASSISTANT DIRECTOR: NANCY SMITH**  **( Lga & Child Support)**  Phone: (410) 770-5515  Fax : (410) 820-7177 |
| **WASHINGTON COUNTY DSS**  122 North Potomac Street, P.O. Box 1419  Hagerstown, MD 21741 | Director: David A. Engle Phone: (240) 420-2120 ASSISTANT DIR.: ROSALIND MARTIN Phone: (240) 420-2260  Fax: (240) 420-2299 |
| Wicomico County DSS 201 Baptist Street, Suite 27  Salisbury, MD 21801 | Director: Paula M. Erdie Phone: (410) 713-3901 ASSISTANT DIRECTOR: SUSAN HILL Phone: (410) 713-3955  Fax: (410) 713-3910 |
| Worcester County DSS 299 Commerce Street  Snow Hill, MD 21863 | Director: Peter Buesgens Phone: (410) 677-6806  Fax: (410) 677-6811  **ASSISTANT DIRECTOR: ELLEN PAYNE**  Phone: (410) 677-6882  Fax: (410) 677-6810 |

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| **ATTACHMENT V – ANNUAL IRS EMPLOYEE AWARENESS ACKNOWLEDGEMENT** |

Solicitation Number: OS/CSC-15-001-S

**Annual Internal Revenue Service (IRS) Employee Awareness**

**Acknowledgement**

**Contractor, and/or Sub-Contractor employees** must be advised at least annually of the provisions of Section 7213 (2) of the Internal Revenue Code (IRC), which makes unauthorized disclosure of the Federal returns or return information a crime that may be punishable by a $5,000.00 fine, live years imprisonment, or both, and the cost of the prosecution.

**Contractor, and/or Sub-Contractor employees** who have access to Federal tax information must also be advised annually of the provisions of IRC § 743 1, which permits a taxpayer to bring suit for unauthorized disclosure in the United States district court. The taxpayer would be entitled to the greater of civil damages or the actual damages plus punitive damages in addition to the cost of the action.

**Contractor, and/or Sub-Contractor employees** are to be made aware that these civil and criminal penalties apply even if the unauthorized disclosures were made after their employment with the agency is terminated.

**IRS § 7213(A). UNAUT HO R IZED INSP ECTION OF RET URNS OR RET UR N**

**INFORMATION**

**(a) PROHIBITIONS-**

**(1) FEDE RA L EM PLOYEES AND OTH ER PERSONS -** It shall be

unlawful for:

(A) any officer or employee of the United States, or

(B) any person described in IRC § 6103 (n) or an officer willfully to inspect,

except as authorized in this title. any return or return information.

**(2) STATE AND OTHER EMPLOYEES** – It shall be unlawful for any

person not described in paragraph (I) willfully to inspect. except as

authorized by this title, any return information acquired by such person or

another person under a provision of IRC § 6103 referred to in IRC § 7213

(a)(2).

**(b) PENALTY -**

**(I) IN GENERA L** - Any violation of subsection (a) shall be punishable

upon conviction by a fine in any amount not exceeding $1000, or

imprisonment of not more than I year. or both. together with the costs of

prosecution.

**(2) FEDERAL OFFICERS OR EMPLOYEES** - An officer or employee

of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment be dismissed from office or discharged from employment.

**(c) DEFINITION**- For purposes of the section, the terms "inspect", "return", and

"return information" have respective meanings given such term s by IRC § 6103( b).

**I understand and agree to the above requirements.**

**Contractor and/or Sub-Contractor Name (Printed)**

**Contractor and/or Sub-Contractor Signature**

**Date**

Solicitation Number: OS/CSC-15-001-S

**Annual State of Maryland Employee Awareness Acknowledgement**

The Department of Human Resources. as a part of their employee awareness training, is making it mandatory for all employees to be advised annually of the provisions of Title 07. Subtitle 01, Chapter 07. Section 10, (07.0 1.07.10) of the Code of Maryland Regulation (COMAR). which states:

An intentional or grossly negligent disclosure of confidential information in violation of this chapter to:

A. Be a criminal offense punishable by a fine of not more than $500.00, or by 90 days

imprisonment, or both; and

B. Result in civil liability for damages.

**I understand and agree to the above requirements.**

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**Contractor and/or Sub-Contractor Signature**

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**Date**

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| **ATTACHMENT W – CRIMINAL BACKGROUND CHECK AFFIDAVIT** |

Solicitation Number: OS/CSC-15-001-S

# CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the TYPE TITLE HERE and the duly authorized representative of TYPE CONTRACTOR COMPLETE LEGAL NAME and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that TYPE CONTRACTOR COMPLETE LEGAL NAME has complied with Section 3.8.1.1 Background Check of this RFP hereto as Attachment W.

I hereby affirm that the TYPE CONTRACTOR COMPLETE LEGAL NAME has provided the **Department of Human Resources** with a summary of the security clearance results for all of the candidates that will be working on the **Customer Service Center Contract – OS/CSC-15-001-S** and all of these candidates have successfully passed all of the background checks required under Section 3.8.1.1 of the Contract. The Contractor hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this 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.

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| Contractor |
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| Typed Name |
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| Signature |
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| Date |