



Request for Grant Proposals

**SOCIAL SERVICES ADMINISTRATION
OFFICE OF ADULT SERVICES
Respite Care Services
SSA/RCP/14-001-S**

**AMENDMENT NO. 4
May 9, 2013**

Dear Prospective Applicants:

This amendment is being issued to amend and clarify the following information in the aforementioned Request for Grant Proposal (RFGP). As stated in Section 2.2 of the RFGP, acknowledgement of the receipt of all amendments shall be required from all Applicants receiving the RFGP in the Transmittal Letter accompanying the bid.

1. The Table of Contents is amended to include:

2.31 Late Payment of Subcontractors – Prompt Payment Policy

2. Section 2.16 is amended to read:

The selected Applicant(s) shall be responsible for rendering services within the category for which they have been selected as required by this RFGP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Applicant's Proposal.

If an Applicant that seeks to perform or provide the services required by this RFGP is the subsidiary of another entity, all information submitted by the Applicant, such as but not limited to, minimum Applicant requirements, references and financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Applicant, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Applicant's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

Although experience and documentation of an Applicant's parent may be used to satisfy minimum qualifications, a parental guarantee of the performance of the Applicant under this Section will not automatically result in crediting the Applicant with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the actual Applicant's experience and qualifications. Instead, the Applicant will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are transferred to and shared with the Applicant, any stated intent by the parent in its guarantee of performance for direct involvement in the performance of the Grant, and the value of the parent's participation as determined by the State.

3. **Section 2.31 (Late Payment of Subcontractors – Prompt Payment Policy)** has been added and reads:
- A. If a Grantee withholds payment of an undisputed amount to its subcontractor(s), DHR at its option and in its sole discretion, may take one or more of the following actions:
1. Not process further payments to the Grantee until payment to the subcontractor is verified,
 2. Suspend all or some of the Grant work without affecting the completion date(s) for the Grant work,
 3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due,
 4. Place a payment for an undisputed amount in an interest-bearing escrow account, or
 5. Take other or further actions as appropriate to resolve the withheld payment.
- B. An “undisputed amount” means an amount owed by a Grantee to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the Grant under which the amount is withheld.
- C. An act, failure to act, or decision of a Procurement Officer or a representative of DHR concerning a withheld payment between a Grantee and its subcontractor(s) under this policy directive, may not:
1. Affect the rights of the contracting parties under any other provision of law;
 2. Be used as evidence on the merits of a dispute between DHR and the Grantee in any other proceeding; or
 3. Result in liability against or prejudice the rights of DHR.
- D. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- E. To ensure compliance with certified MBE subcontractor participation goals, DHR may, consistent with COMAR 21.11.03.13, take the following measures:
1. Verify that the certified MBEs listed in the MDOT Certified MBE Utilization and Fair Solicitation Affidavit actually are performing work and receiving compensation as set forth in the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (See Section 2.25).
 2. This verification may include, as appropriate:

- a. Inspecting any relevant records of the Grantee
 - b. Inspecting the jobsite; and
 - c. Interviewing subcontractors and workers.
 - d. Verification shall include a review of:
 - 1) The Grantee's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - 2) The monthly report of each certified MBE subcontractor, which lists payments received from the Grantee in the preceding 30 days and invoices for which the subcontractor has not been paid.
3. If DHR determines that a Grantee is in noncompliance with certified MBE participation goals, then DHR will notify the Grantee in writing of its findings, and will require the Grantee to take appropriate corrective action.
- a. Corrective action may include, but is not limited to, requiring the Grantee to compensate the MBE for work performed as set forth in the MDOT Certified MBE Utilization and Fair Solicitation Affidavit.
4. If DHR determines that the Grantee is in material noncompliance with MBE Grant provisions and refuses or fails to take the corrective action that DHR requires, then DHR may:
- a. Terminate the Grant;
 - b. Refer the matter to the Office of the Attorney General for appropriate action; or
 - c. Initiate any other specific remedy identified by the Grant, including the contractual remedies stated above regarding the payment of undisputed amounts.
5. Upon completion of the Grant, but before final payment or release of retainage or both, the Grantee shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

4. Section 3.4 (B) is amended to include:

Section 3.4 (B)(10): Grantees shall ensure respite care services are delivered throughout a geographic region and disability type as a whole (See Sections 2.16 and 3.4 (B)(1)).

5. Section 4.2 (A) is amended to read:

A. Transmittal Letter

A Transmittal Letter prepared on the Applicant's business stationery shall accompany the Proposal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief. The letter shall contain the title of the solicitation, the Applicant's name, federal tax identification or social security number, address, DUNS and SAM (formerly CCR) numbers, and shall be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the Proposal. The letter shall also acknowledge any addenda to the RFGP that were received. **An Applicant shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFGP unless otherwise clearly noted as an attachment to the Transmittal Letter. A Proposal that takes exception to these terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Applicant takes no exception to State terms and conditions, the Transmittal letter should so state.**

Thank you for your interest in doing business with the State of Maryland. If you have any questions concerning the information provided in this amendment, please contact me by email at katharine.kamieniecki@maryland.gov or by phone at 410-767-7044.

Sincerely,



Katharine M. Kamieniecki
Procurement Officer

Date issued: May 9, 2013