

**DEPARTMENT OF HUMAN RESOURCES**

***Maryland’s Human Services Agency***

REQUEST FOR PROPOSALS (RFP)

ADPICS NO.: N00R5400500

Agency Control Number: **FIA/OHEP-14-003-S**

**Issue Date: September 23, 2014**

**ADMINISTRATION OF THE**

**MARYLAND ENERGY ASSISTANCE PROGRAM (MEAP)**

**AND THE**

**ELECTRIC UNIVERSAL SERVICE PROGRAM (EUSP)**

NOTICE

A Prospective Offeror that has received this document from the DHR website at [**www.dhr.maryland.gov**](http://www.dhr.maryland.gov) or [**https://emaryland.buyspeed.com/bso**/](https://emaryland.buyspeed.com/bso/), or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide the Prospective Offeror’s name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

STATE OF MARYLAND

NOTICE TO VENDORS

Maryland Wants to Do

Business with You

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer, **Nneka Willis-Gray** at [**nneka.willis-gray@maryland.gov**](file:///C%3A%5CUsers%5CNwgray%5CDownloads%5Cnneka.willis-gray%40maryland.gov) or fax **410-333-0258**.

**Please let us know why you are not bidding. (Check all that apply).**

 [ ]  We do not offer the services/commodities requested.

 [ ]  Busy with other commitments.

 [ ]  Specifications are unclear or too restrictive.

 [ ]  Timetable is unworkable.

 [ ]  Bonding/Insurance requirements are prohibitive.

 [ ]  Our experience with State of Maryland has not been satisfactory.

 [ ]  Other (Please specify):

**Additional Comments:**

**Please add suggestions for improvement here:**

Name of commenter and Business (optional):

Bid/Proposal Number: FIA/OHEP-14-003-S Entitled: Administration of the Maryland Energy Assistance Program (MEAP) and the Electric Universal Service Program (EUSP)

Your comments will help us improve the procurement process.

**Thank You!**

STATE OF MARYLAND

**DEPARTMENT OF HUMAN RESOURCES**

**RFP KEY INFORMATION SUMMARY SHEET**

**Request for Proposals:** ADMINISTRATION OF THE MARYLAND ENERGY ASSISTANCE PROGRAM (MEAP) AND THE ELECTRIC UNIVERSAL SERVICE PROGRAM (EUSP)

**Solicitation Number:** FIA/OHEP-14-003-S

###### RFP Issue Date: September 23, 2014

**RFP Issuing Office:** Department of Human Resources

Family Investment Administration

Office of Home Energy Programs

**Procurement Officer:** Nneka Willis-Gray

Procurement Division

Department of Human Resources

 311 W. Saratoga Street, Room 946

 Baltimore, MD 21201

 Phone: (410) 767-7418

Fax: (410) 333-0258

E-mail: [**nneka.willis-gray@maryland.gov**](file:///C%3A%5CUsers%5CNwgray%5CDownloads%5Cnneka.willis-gray%40maryland.gov)

**State Project Manager:** Lindsay Robbins, Director

Department of Human Resources

Family Investment Administration

Office of Home Energy Programs

**Proposals are to be sent to:** Nneka Willis-Gray, Procurement Officer

 (Same address as above)

**Pre-Proposal Conference:** Tuesday, October 7, 2014 at 10 a.m. Local Time

311 W. Saratoga Street, Room 104, Baltimore, Maryland 21201

**Closing Date and Time:** Wednesday, November 5, 2014 at 2 p.m. Local Time

**MBE Subcontracting Goal: 0**%

**VSBE Subcontracting Goal: 0**%

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# SECTION 1 - GENERAL INFORMATION

## 1.1 Summary Statement

1.1.1 The Department of Human Resources (Department or DHR), Family Investment Administration (FIA), Office of Home Energy Programs (OHEP) intends to acquire contractual services for the administration of the Maryland Energy Assistance Program (MEAP), the Electric Universal Service Program (EUSP), and the recording of applications for the Utility Service Protection Plan (USPP). The selected Offeror will be responsible for outreach activities, application intake, certification for benefits, payments processing, notification of eligibility determinations and appeals of benefit amounts or benefit denial. Proposals are being requested for fourteen (14) of Maryland’s 24 jurisdictions:

Allegany County Howard County

Anne Arundel County St. Mary’s County

Calvert County Somerset County

Carroll County Talbot County

Charles County Washington County

Garrett County Wicomico County

Harford County Worcester County

 The remaining ten (10) jurisdictions are served by the Maryland Department of Human Resources’ Local Departments of Social Services (LDSS) and Baltimore City Government. The number of applications received annually in each jurisdiction from 2005 to 2013 is provided in **Attachment BB**.

* + 1. It is the State’s intention to obtain services, as specified in this RFP, from a Contract between the Offeror selected in each jurisdiction and the State. The anticipated duration of services to be provided under this Contract is for a three (3) year period commencing on or about April 1, 2015 and ending on or about March 31, 2018 with one 2-year option period to be exercised at the sole discretion of the State. See Section 1.4 for more information.
		2. The Department intends to make a single award for each of the fourteen (14) jurisdictions for which Proposals are requested through this RFP. Offerors may submit Proposals for more than one jurisdiction by submitting one (1) Proposal and identifying the jurisdictions the Offeror desires to serve as required in section 4.2.2. Offerors may receive an award for more than one (1) jurisdiction.
		3. A separate Financial Proposal must be submitted for each jurisdiction for which a Proposal is submitted as required in Section 4.2.2.
		4. Offerors, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation, and the successful Offerors (the Contractors) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

## 1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

1. **Applicant** – The person or representative of a shelter who submits an application for energy assistance through MEAP, EUSP, or USPP.
2. **Arrearage** – The amount of money owed by an electric customer to an electric company, which is 21 Days or more past due.
3. **Benefit –** The amount of monetary assistance or any service that is provided to an eligible Applicant.

1. **Board of Public Works (BPW or Board) –** Consists of the Governor, the State Treasurer and the State Comptroller. The Board must approve all State Contracts where the dollar amount is $200,000.00 or greater. The Board’s powers and duties are set forth in the State Constitution and in the Code of Maryland Regulations (COMAR), Title 21.
2. **Business Day(s) –** The official working days of the week to include Monday through Friday. Official working days exclude State Holidays and Service Reduction Days. A list of State Holidays can be accessed at [**www.dbm.maryland.gov**](http://www.dbm.maryland.gov) keyword: State Holidays. (See alsodefinition of “Normal State Business Hours” below).
3. **Code of Maryland Regulations (COMAR)** – COMAR is published by the Maryland Secretary of State, Division of State documents for implementing State law. Title 21 governs State procurement procedures.Title 07 governs all programs under the Department. The Code of Maryland Regulations is available at [**www.dsd.state.md.us**](http://www.dsd.state.md.us).
4. **Contract** – The Contract awarded to the successful Offeror in each of the relevant jurisdictions pursuant to this RFP. The Contract will be in the form of **Attachment A.**

1. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the BPW, if such approval is required. See Section 1.4.
2. **Contractor** – The selected Offeror that is awarded a Contract by the State.
3. **Day(s)** – Calendar day or days, unless clearly provided otherwise.
4. **Department of Budget and Management (DBM**) – The Department of Budget and Management helps the Governor, State agencies, and their employees provide effective, efficient, and fiscally sound government to the citizens of Maryland. DBM supports agency efforts to achieve results by helping them obtain the fiscal, capital, and personnel resources needed to provide services to Maryland citizens.
5. **Department or Department of Human Resources (DHR)** – As Maryland’s fourth largest State agency, the Department serves families and individuals who, due to financial hardship, disability, age, chronic disease, or any other cause, need help in obtaining the basic necessities of food and shelter. DHR directs State programs for homeless persons, migrant workers, victims of crime and women who are displaced, battered or assaulted. The Department also administers federally funded programs such as Child Support, Family Investment, Food Stamps, and Medical Assistance.
6. **Electric Universal Service Program (EUSP) -** A program that provides assistance once per year to an eligible Applicant with ongoing electric expenses through a bill payment assistance component. Assistance for past due electric bills is available through the arrearage retirement assistance program of EUSP. Arrearage assistance may be provided once every seven (7) years. Benefits are made available to individual households who have an electric bill in their name.
7. **eMaryland Marketplace (eMM) –**The State’s internet-based procurement system is a business tool that provides an efficient means to improve vendor’s access to State procurement information and bid opportunities (see RFP Section 1.8).
8. **Energy Delivery Statement (EDS) -** The statement that authorizes delivery by energy suppliers to an Applicant. The EDS is generated for all applications certified for a benefit.
9. **Energy Supplier -** A vendor of home energy that supplies electricity, natural gas, propane, kerosene, coal, oil, or wood for residential use.
10. **Enterprise Content Management System (ECMS)** – A document imaging system that scans and retains programmatic documents.
11. **Family Investment Administration (FIA)** – FIA oversees programs that provide benefits, job readiness, job placement, and support services to eligible Maryland constituents. These programs are offered through State and County funding agencies and the 24 LDSS offices, and conform to the regulations of Title IV-A of the Social Security Act. These programs benefit individuals receiving Temporary Disability Assistance Program (TDAP), Temporary Cash Assistance (TCA), Public Assistance for Adults (PAA) and Foster Care (FC) benefits.
12. **Go-Live Date** – The date when the Contractor must begin providing all services required by this solicitation. See Section 1.4.
13. **Household -** An individual or group of individuals who are living together as one unit and for whom residential energy is customarily purchased in common or who make undesignated payments for energy in the form of rent.
14. **Household Benefit Notice -** A written notification to the applicant advising of the amount of benefits awarded and that the benefits have been provided to the energy supplier.
15. **Local Administering Agency (LAA)** - The Local Administering Agency that the Department designates to administer a component or components of MEAP and/or EUSP.
16. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
17. **Low-Income Home Energy Assistance Program (LIHEAP) -** LIHEAP is a Federal social services block grant administered through State governments that helps low-income households obtain energy during an energy crises.
18. **Maryland Energy Assistance Program (MEAP)** – Provides assistance once per year to eligible households and shelters to help with heating bills for gas, electric and all fossil fuels (oil, kerosene, propane, wood and coal) in order to make bills more affordable. Assistance can also be made available for cooling purposes. Emergency assistance is also provided to prevent or mitigate energy crises. Assistance is provided in accordance with Federal poverty guidelines.
19. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
20. **Normal State Business Hours** - Normal State business hours are 8:30 a.m. – 5:00 p.m. Monday through Friday except State Holidays and Service Reduction Days. A list of State Holidays can be accessed at [**www.dbm.maryland.gov**](http://www.dbm.maryland.gov) keyword: State Holidays.
21. **Notice to Proceed (NTP) –** A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date.  The start date listed in the NTP is the Go-Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation.  After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
22. **Offeror** – An entity that submits a Proposal in response to this RFP.
23. **Office of Home Energy Programs (OHEP) -** The program authorized under the Energy Assistance Program Act (Md. Code Ann., Human Services Article, Title 5, Subtitle 5A) to receive funds and direct the delivery of services for MEAP, as authorized under the Federal Low-Income Home Energy Assistance Act (codified at 42 U.S.C. § 8624(b)(6) and EUSP (authorized by Md. Code Ann., Public Utilities Article, § 7‑512.1). OHEP also explains and takes applications for the USPP, a program of the PSC and the utility companies. OHEP programs help low-income households pay their utility and fuel bills, minimize energy-related crises, and make heating/cooling costs more affordable. OHEP’s Central Office is located at 311 W. Saratoga Street, Baltimore MD 21201.
24. **OHEP Data Management System -** Official source for tracking program operations such as applications received from the public for energy assistance, eligibility determination and payments processing for program assistance.
25. **Office of People’s Counsel (OPC) -** Maryland State Office responsible for presenting residential electrical customer concerns before the Public Service Commission. OPC also serves as a liaison for residential customers with utility companies.
26. **Office of Technology for Human Services (OTHS) –** Providesoverall management and direction of the Department’s information systems Statewide. This includes computer applications and systems, computer and communication equipment, computer peripheral equipment, telephone systems and equipment, ancillary facility and support equipment, and consumables and supplies.
27. **Procurement Officer** –Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the **Contract (Attachment A),** including being the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
28. **Program Year** – A program year begins July 1 of one year to June 30 of the following year.
29. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
30. **Public Service Commission (PSC) -** Maryland State agency that provides policy and administrative oversight for EUSP and USPP.
31. **Request for Proposals (RFP)** – This Request for Proposals issued by the Department of Human Resources, Agency Control Number: FIA/OHEP-14-003-S dated September 22, 2014, including any addenda.
32. **Service Access and Information Link (SAIL)** – This system assists low income Maryland residents to apply online for the Food Supplement Program and other Social Service benefits.
33. **Shelter -** A public or private nonprofit residential facility whose function is to provide temporary or intermediate accommodations to battered spouses, homeless persons, and/or those individuals or families facing an energy crisis. "Shelter" does not include residential treatment programs, such as those funded by the Departments of Juvenile Services, Aging, Human Resources, and Health and Mental Hygiene.
34. **State or Statewide** – The State of Maryland.
35. **State Project Manager** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.

1. **Temporary Cash Assistance (TCA) -** A program administered by FIA, TCA provides assistance to needy families with dependent children.
2. **Total Proposal Price** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with **Attachment F** – **Pricing Proposal Form**, and used in the financial evaluation of Proposals (see RFP Section 5.3).
3. **Utility Service Protection Plan (USPP) – USPP** protects low-income families from utility terminations and is available to all qualified MEAP Applicants. Participation in the plan requires payment of accumulated arrearages through a twelve (12) month utility budget program which shall consider the poverty level of the household as determined in the MEAP application. Failure to make two (2) consecutive payments may result in removal from USPP and service denial under COMAR 20.31.05.
4. **Veteran-owned Small Business Enterprise (VSBE) –** a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business (see COMAR 21.11.13).

## 1.3 Contract Type

The Contract resulting from this solicitation shall be a Fixed Price Contract as defined in COMAR 21.06.03.02.

## 1.4 Contract Duration

1.4.1 The Contract that results from this solicitation shall commence on or before **April 1, 2015,** following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).

1.4.2 The period of time from the date of Contract Commencement through the Go-Live Date (see Section 1.2 definition and Section 1.4.3) will be the Contract “Start-up Period.”  During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.

1.4.3 As of the Go-Live Date contained in a Notice to Proceed (see Section 1.2.aa), anticipated to be on or about April 1, 2014, the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal.

1.4.4 The Contract term will be for a three (3) year base period immediately following the Go-Live Date. **This contract may be extended for one 2-year option period at the sole discretion of the Department and at the prices quoted in the Financial Proposal Form** (**Attachment F**) **for Option Years.** For each year of the contract term following the first contract year, as well as for each year of the option period, the prices quoted in the **Financial Proposal Form (Attachment F)** may not increase by more than three per cent (3%) over the prior year.

1.4.5 As specified in the **Contract** **(see Attachment A**), some Contractor’s obligations survive expiration or termination of the Contract including but not limited to the Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term and the Contractor’s audit, confidentiality, document retention, and indemnification obligations.

## 1.5 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Nneka Willis-Gray

Procurement Officer

Department of Human Resources

Procurement Division

 311 W. Saratoga Street, Room 946

Baltimore, Maryland 21201

Phone Number: (410) 767-7418

Fax Number: (410) 333-0258

E-mail: [**nneka.willis-gray@maryland.gov**](file:///C%3A%5CUsers%5CNwgray%5CDownloads%5Cnneka.willis-gray%40maryland.gov)

The Department may change the Procurement Officer at any time by written notice.

## 1.6 State Project Manager

The State Project Manager is:

Lindsay Robbins, Director

Department of Human Resources

Family Investment Administration

Office of Home Energy Programs

311 W. Saratoga Street, 2nd Floor

Baltimore, MD 21201

Phone Number: (410) 767-7415

Fax Number: (410) 333-0079

E-mail: **lindsay.robbins@maryland.gov**

The State Project Manager has the sole authority to order the Contractor to take specific actions that the Department deems appropriate and that are consistent with the terms of the Contract. The Department may change the State Project Manager at any time by written notice.

The State Project Manager may delegate, in writing, the authority over specified duties to a designee. The written delegation will typically be communicated via email. All references to the State Project Manager throughout the RFP shall be construed to include any designee.

## 1.7 Pre-Proposal Conference

A Pre-Proposal Conference (the “Conference”) will be held on Tuesday, October 7, 2014, beginning at 10AM Local Time, at The Saratoga State Center 311 W. Saratoga Street, Room 104, Baltimore, MD 21201.

**All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals. At the Conference, OHEP will provide an overview of the OHEP Data Management System, which serves as the central data repository and processing mechanism for all household benefit applications. The overview is designed to assist prospective Offerors in responding to this RFP.**

The Conference will be transcribed. As promptly as is feasible subsequent to the Conference, a transcription of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace and the DHR website. See RFP Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax the Pre-Proposal Conference Response Form to the attention of the Procurement Officer no later than 4:00 p.m. Local Time on Thursday, October 2, 2014. The **Pre-Proposal Conference Response Form** is included as **Attachment E** to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer no later than 4:00 p.m. Local Time on Thursday, October 2, 2014. The Department will make reasonable efforts to provide such special accommodation.

## 1.8 eMarylandMarketplace

Each Offeror is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Proposal submission to this RFP.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website ([**www.dhr.maryland.gov**](http://www.dhr.maryland.gov)) and possibly other means for transmitting the RFP and associated materials, the solicitation and transcript of the Pre-Proposal Conference, Offeror questions and the Procurement Officer’s responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to [**https://emaryland.buyspeed.com/bso/login.jsp**](https://emaryland.buyspeed.com/bso/login.jsp)**,** click on “Register” to begin the process, and then follow the prompts.

## 1.9 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: **nneka.willis-gray@maryland.gov**. Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (**see above email address**) in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least five (5) Days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date. Any answer given to a question that has not previously been answered and is not clearly specific only to the requestor will be distributed to all vendors that are known to have received a copy of the RFP. Answers will also be posted the Department’s procurement web page and on eMM.

## 1.10 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

## 1.11 Proposals Due (Closing) Date and Time

Proposals, in the number and form set forth in Section 4.2 “Proposals” must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than 2:00 PM Local Time on Wednesday, November 5, 2014 in order to be considered.

Requests for extension of this time or date will not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Proposals received after the due date and time listed in this section will not be considered.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Proposals.

**Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.**

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding(e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the RFP immediately following the Title Page (page ii).

## 1.12 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

##  Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

## 1.14 Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. (Also, see RFP Section 4.4.2.2 “Claim of Confidentiality”). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

## 1.15 Award Basis

 Contracts for each jurisdiction shall be awarded to the responsible Offerors submitting Proposals determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP Section 5 for further award information.

## 1.16 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made during the oral presentation or any other discussions. Any such written clarifications or changes then become part of the Offeror’s Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

## 1.17 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for 120 Days following the closing date for submission of Proposals or, if requested, the closing date for submission of any Best and Final Offers. This period may be extended at the Procurement Officer’s request only with the Offeror’s written agreement.

## 1.18 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the Department’s procurement web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror’s Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

## 1.19 Cancellations

The State reserves the right to cancel this RFP, to accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

## 1.20 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities related to submitting a Proposal in response to this solicitation.

## 1.21 Protest/Disputes

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

## 1.22 Offeror Responsibilities

The selected Offerors shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their roles relative to the Proposal must be included in the Offeror’s Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see Section 1.33 “Minority Business Enterprise Goals” and Section 1.41 “Veteran-Owned Small Business Enterprise Goals”).

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, 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 Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror’s Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Offeror under this section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Offeror’s experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualification of the parent are transferred to and shared with the Offeror, the parent is directly involved in the performance of the Contract, and the value of the parent’s participation as determined by the State.

## 1.23 Substitution of Personnel

1. Continuous Performance of Key Personnel

Unless substitution is approved per paragraphs B-D of this section, key personnel shall be the same personnel proposed in the Contractor’s Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor’s Technical Proposal, without the prior written approval of the State Project Manager.

If the Contract is task order based, the provisions of this section apply to key personnel identified in each task order proposal and agreement.

B. Definitions

For the purposes of this section, the following definitions apply:

**Extraordinary Personal Circumstance** – means any circumstance in an individual’s personal life that reasonably requires immediate and continuous attention for more than fifteen (15) Days and that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual’s home that causes a major disruption in the individual’s normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

**Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

**Sudden** – means when the Contractor has less than thirty (30) Days’ prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph D of this section.

1. The Contractor shall demonstrate to the State Project Manager’s satisfaction that the proposed substitute key personnel have qualifications at least equal to those of the key personnel for whom the replacement is requested. The Contractor shall provide the State Project Manager with a substitution request that shall include:
* A detailed explanation of the reason(s) for the substitution request;
* The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
* The official resume of the current personnel for comparison purposes; and
* Any evidence of any required credentials.
1. The State Project Manager may request additional information concerning the proposed substitution. In addition, the State Project Manager and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
2. The State Project Manager will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The State Project Manager will not unreasonably withhold approval of a requested key personnel replacement.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any key personnel, the Contractor shall submit a substitution request as described in paragraph C of this section to the State Project Manager at least fifteen (15) Days prior to the intended date of change. Except in a circumstance described in paragraph D.2 of this clause, a substitution may not occur unless and until the State Project Manager approves the substitution in writing.

1. Key Personnel Replacement Due to Vacancy

The Contractor shall replace key personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) Days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section D.1 of this section.).

Under any of the circumstances set forth in this paragraph D.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph C of this section no later than fifteen (15) Days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

1. Key Personnel Replacement Due to an Indeterminate Absence

If any key personnel has been absent from his/her job for a period of ten (10) Days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work no later than the next twenty (20) Days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the State Project Manager as required under paragraph C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the State Project Manager, at the option and sole discretion of the State Project Manager, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel’s ability to return.

1. Directed Personnel Replacement
2. The State Project Manager may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the State Project Manager determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) Days notification of a directed replacement will be provided. However, if the State Project Manager deems it necessary and in the State’s best interests to remove the personnel with less than fifteen (15) Days’ notice, the State Project Manager can direct the removal in a timeframe of less than fifteen (15) Days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph C of this section, provide a suitable replacement for approval no later than fifteen (15) Days of the notification of the need for removal, or the actual removal, whichever occurs first.

1. If deemed appropriate in the discretion of the State Project Manager, the State Project Manager shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan no later than ten (10) Days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the State Project Manager. If the State Project Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the State Project Manager no later than five (5) Days, or in the timeframe set forth by the State Project Manager in writing.

Should performance issues persist despite the approved Remediation Plan, the State Project Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State’s remedies under the Contract or which otherwise may be available at law or in equity.

## 1.24 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the **Contract**, attached herein as **Attachment A**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **A Proposal that takes exception to these terms may be rejected (see RFP Section 4.4.2.6).**

## 1.25 Bid/Proposal Affidavit

A Proposal submitted by an Offeror must be accompanied by a completed **Bid/Proposal Affidavit**. A copy of this Affidavit is included as **Attachment B** of this RFP.

## 1.26 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a **Contract Affidavit**. A copy of this Affidavit is included as **Attachment C** of this RFP. This Affidavit must be provided no later than ten (10) Business Days of notification of proposed Contract award. This Contract Affidavit will also be required to be completed by the Contractor prior to any Contract renewals, including the exercise of any options or modifications that may extend the Contract term.

## 1.27 Compliance with Laws/Arrearages

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

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

## 1.28 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is [**http://www.dat.state.md.us/sdatweb/services.html**](http://www.dat.state.md.us/sdatweb/services.html).

It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror’s failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

## 1.29 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

1.29.1 In connection with a procurement contract a person may not willfully:

(a) Falsify, conceal, or suppress a material fact by any scheme or device;

(b) Make a false or fraudulent statement or representation of a material fact; or

(c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five years or both.

## 1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption. Payment by EFT is mandatory for contracts exceeding $100,000. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller’s website at: [**http://comptroller.marylandtaxes.com/Government\_Services/State\_Accounting\_Information/Static\_Files/APM/gadx-10.pdf**](http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf)

## 1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor’s Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 33 “Prompt Payment” (see **Attachment A**). Additional information is available on GOMA’s website at: [**http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs\_000.pdf**](http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs_000.pdf).

## 1.32 Electronic Procurements Authorized

A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

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

C. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., [**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/)), and electronic data interchange.

D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

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

(a) the solicitation (e.g., the RFP);

(b) any amendments;

(c) pre-Proposal conference documents;

(d) questions and responses;

(e) communications regarding the solicitation or Proposal to any Offeror or potential Offeror;

(f) notices of award selection or non-selection; and

(g) the Procurement Officer’s decision on any Bid protest or Contract claim.

1. An Offeror or potential Offeror may use e-mail or facsimile to:
2. ask questions regarding the solicitation;
3. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
4. submit a "No Proposal Response" to the solicitation.
5. The Procurement Officer, the State Project Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or State Project Manager.

E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

1. submission of initial Proposals;

2. filing of Bid Protests;

3. filing of Contract Claims;

4. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or

5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or State Project Manager.

## 1.33 Minority Business Enterprise Goals

There is no MBE subcontractor participation goal for this procurement.

## 1.34 Living Wage Requirements

Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over $100,000. Maryland Code, State Finance and Procurement Article, § 18-101 *et al*. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a Contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. *See* COMAR 21.11.10.05.

If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of the Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

Additional information regarding the **State’s living wage requirement** is contained in **Attachment G**. Offerors must complete and submit the **Maryland Living Wage Requirements Affidavit of Agreement** (**Attachment G-1**) with their Proposal. If an Offeror fails to complete and submit the required documentation, the State may determine an Offeror to be not responsible under State law.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a **Tier 1 Area ($13.19)** or **Tier 2 Area ($9.91)** of the State. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

* If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
* If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
* If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website [**http://www.dllr.state.md.us/labor/prev/livingwage.shtml**](http://www.dllr.state.md.us/labor/prev/livingwage.shtml)**.**

**NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.**

## 1.35 Federal Funding Acknowledgement

1.35.1 There are programmatic conditions that apply to this Contract due to Federal funding (See **Attachment H**).

1.35.2 The total amount of Federal funds allocated for the Family Investment Administration is **$1,695,458,396** in Maryland State fiscal year 2015. This represents **84.5%** of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

1.35.3 This Contract contains federal funds. The source of these federal funds is: **Low-Income Home Energy Assistance Program (LIHEAP).** The CFDA number is: **93.568**. The conditions that apply to all federal funds awarded by the Department are contained in **Federal Funds** **Attachment H**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment H** and Offerors are to complete and submit these Attachments with their Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Offeror’s intent to comply with all conditions, which are part of this Contract.

## 1.36 Conflict of Interest Affidavit and Disclosure

Offerors shall complete and sign the **Conflict of Interest Affidavit and Disclosure** (**Attachment I**) and submit it with their Proposal. All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractors’ personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment I** **Conflict of Interest Affidavit and Disclosure**. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

## 1.37 Non-Disclosure Agreement

All Offerors are advised that this solicitation and any resultant Contract(s) are subject to the terms of the **Non-Disclosure Agreement (NDA)** contained in this solicitation as **Attachment J**. This Agreement must be provided no later than ten (10) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

## 1.38 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

## 1.39 Non-visual Access

By submitting a Proposal, the Offeror warrants that the information technology offered under the Proposal: (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent (5%). For purposes of this solicitation and resulting Contract, the phrase “equivalent access” means the ability to receive, use, and manipulate information and to operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations. See [**www.doit.maryland.gov**](http://www.doit.maryland.gov), keyword: NVA.

## 1.40 Mercury and Products That Contain Mercury

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

## 1.41 Veteran-Owned Small Business Enterprise Goals

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

## 1.42 Location of the Performance of Services Disclosure

The Offeror is required to complete the **Location of the Performance of Services Disclosure**. A copy of this Disclosure is included as **Attachment N**. The Disclosure must be provided with the Proposal.

## 1.43 Department of Human Resources (DHR) Hiring Agreement

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a **DHR Hiring Agreement**. A copy of this Affidavit is included as **Attachment O**. This Affidavit must be provided no later than ten (10) Business Days of notification of proposed Contract award.

# SECTION 2 – MINIMUM QUALIFICATIONS

## 2.1 Offeror Minimum Qualifications

The Offeror must provide proof with its Proposal that the following Minimum Qualification has been met:

The Offeror shall possess a minimum of three (3) years prior experience in delivering human service programs to low-income households. As proof of meeting this requirement, the Offeror shall provide with its Proposal three (3) business references from the past five years able to attest to the Offeror’s experience in providing human service programs to low-income households.

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# SECTION 3 – SCOPE OF WORK

## 3.1 Background and Purpose

The Department, through OHEP, is the agency authorized under the Energy Assistance Program (Md. Code Ann., Human Services Article, Title 5, Subtitle 5A) to receive funds and direct the delivery of services for MEAP, as authorized under the Federal Low-Income Home Energy Assistance Act (codified at 42 U.S.C. § 8624 (b)(6)) and EUSP (authorized by Md. Code Ann., Public Utilities Article, § 7-512.1). OHEP also explains and takes applications for the USPP. OHEP programs help low-income households pay their utility and fuel bills, minimize energy-related crises, and make heating/cooling costs more affordable through a comprehensive energy package including:

1. monetary benefits to reduce a family’s energy burden;
2. the provision of linkages between community resources and customers;
3. promotion of energy conservation;
4. helping the customer understand his/her financial responsibility for household energy needs;
5. helping individuals and families living temporarily in homeless or domestic violence shelters by paying a portion of the shelter winter heating bills (MEAP only); and
6. improving service to all geographic areas of the jurisdiction(s) to be served through access to alternate intake sites or other equally effective methods of providing the public with access to benefits.

OHEP has been providing energy assistance benefits and service since 1979 to eligible low-income customers. Rules and Regulations of the (Federal) Department of Health and Human Services (HHS) apply to the operations of MEAP. All MEAP operations are subject to audit by HHS. MEAP, EUSP and USPP operations are subject to audit and/or monitoring by DHR.

## 3.2 State Supplied Services/Equipment/Documents

OHEP shall provide the following services, equipment and documents at no cost to each Contractor:

* + 1. Training on OHEP policies and procedures by means of a one-day workshop prior to the Go-Live Date.
		2. Training on the OHEP Data Management System by means of a half-day workshop to be conducted at the Department of Human Resources Information Services (DHRIS) prior to the Go-Live Date. Additional training will be scheduled as needed. The OHEP Data Management System is the official source for tracking program operations such as applications received from the public for energy assistance, eligibility determination and payments processing for program assistance. The OHEP Data Management System is created, enhanced, updated and maintained by OHEP.

Specific access levels to the OHEP Data Management System commensurate to each staff person’s job description. In addition, OHEP will provide ongoing technical assistance during Normal State Business Hours, including interpretation and/or demonstration of operational policies and procedures, an explanation and/or site demonstration of OHEP Data Management System procedures, or the correction of problems with the OHEP Data Management System.

* + 1. **OHEP Energy Assistance Applications (Attachment P)** and **OHEP 2014 Brochures and OHEP 2014 Informational Flyer and Instructions for Filing an Application for Energy Assistance** for MEAP/EUSP **(Attachment Q and Q-1),** in English and Spanish.
		2. Telephonic interpretation services through the State vendor.
		3. Specific access levels to the Enterprise Content Management System (ECMS) document retrieval system commensurate to the staff person’s job description. ECMS scanners shall be provided and maintained by DHR.

**3.2.7** Printing and mailing services for Eligibility Determination, Requests for Additional Information, and Annual Application Mail-outs when requested by the Contractor through the OHEP Data Management System.

## 3.3 Scope of Work - Requirements

The scope of work encompasses all the activities necessary to provide energy and electric assistance offered through OHEP programs to eligible households in each jurisdiction covered by the RFP. **Each Contractor shall comply with the procedures described in COMAR Title 7, Subtitle 3, Chapters 21 and 22 (Attachment S), including any modifications to COMAR as may be made from time to time. An OHEP operations manual will be provided upon award to the successful Offerors.**

**3.3.1 Contractor’s Facility**

 Contractor shall maintain a facility in the jurisdiction in which the Contractor proposes to provide services. The facility shall:

1. Be open and available to the public during Normal State Business Hours. A list of State Holidays can be accessed at [**www.dbm.maryland.gov**](http://www.dbm.maryland.gov) keyword: State Holidays.
2. Comply with American with Disabilities Act (ADA) standards as well as any local or State Health Department Regulations.
3. Have a separate interview area that assures the confidentiality of conversations and information shared between the Applicant and Contractor’s staff.
4. Have restroom facilities for Applicant use.

**3.3.2 Required IT Policies, Guidelines and Methodologies**

The Contractor shall:

3.3.2.1 Comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically. The Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

 The following policies, guidelines and methodologies can be found at the DoIT site ([**http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx**](http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx)). These may include, but are not limited to:

* The State of Maryland System Development Life Cycle methodology
* The State of Maryland Information Technology Security Policy and Standards
* The State of Maryland Information Technology Non-Visual Access Standards
* The Contractor shall follow project management methodologies consistent with the Project Management Institute’s Project Management Body of Knowledge Guide.
* Contractor assigned personnel shall follow a consistent methodology for all Contract activities.
	+ - 1. Provide, install, and maintain all necessary computer hardware, software, and communications technologies needed to provide the services contemplated in this RFP throughout the Contract term, except for the ECMS scanners that will be provided by OHEP. All costs associated with the computer hardware, software, and communications technologies shall be factored into the **Financial Proposal Form (Attachment F)**. All technology must be purchased, installed and tested no later than fifteen (15) Days prior to the Go-Live Date. The necessary computer hardware, software and communications technologies shall include:
1. Computer workstations (CPU, monitors, printers, and associated peripheral devices) for all staff designated to work on the OHEP Data Management System.
2. High Speed Internet access for all computers with a transmission speed equal to or faster than five (5) megabytes per second (mbps).
3. Software needed for daily business operations.
4. Connectivity hardware including communication lines, switches, or routers as determined appropriate by the DHR OTHS (for use with web-enabled databases or systems).

**3.3.3 Outreach**

 The Contractor shall:

3.3.3.1 Develop an Annual Outreach Plan, subject to the approval of the State Project Manager, to inform the public of the energy and utility services available through OHEP (see **OHEP Annual Outreach Plan, Phases 1-4** (**Attachment R**)). The initial Annual Outreach Plan shall be submitted with the Technical Proposal. The Annual Outreach Plan must specify activities designed to ensure that all potentially eligible households are made aware of the energy assistance programs and related services, and to meet outreach goals and shall demonstrate the establishment of relationships and partnerships with other organizations serving the community.

3.3.3.2 Report on outreach activities to the State Project Manager each month (see **OHEP Outreach Log** **(Attachment Y**)).

3.3.3.3 Target outreach activities to populations of households with an income of 175 percent or below the most recent federal poverty guideline; and shall also target outreach activities to the elderly, disabled, non-English speaking households, other hard-to-reach populations, and households with high home energy burdens.

3.3.3.4 Distribute brochures and applications to individuals and organizations as part of outreach activities. The Contractor shall coordinate with the State Project Manager to maintain the Contractor’s supply of program brochures and applications

3.3.3.5 Ensure that the program supervisor, along with any additional staff who are assigned duties that include outreach activities, attend two outreach team meetings held each year when scheduled by the OHEP Project Manager. The costs for attending the outreach team meetings, including mileage, accommodations, and meals, are to be factored into the **Financial Proposal Form (Attachment F)**.

**3.3.4 Application Intake**

 The Contractor Shall:

* + - 1. Comply with the application intake process described in COMAR Title 7, Subtitle 3, Chapters 21 and 22 **(Attachment S)**, including any modifications as may be made from time to time.
			2. Accept applications throughout the entire Program Year. Applications may be submitted through the mail, online through Maryland SAIL, or during an in-person interview. See **OHEP Energy Assistance Applications (Attachment P).**
			3. Conduct interviews at its facility and at off-site locations arranged by the Contractor. Each Contractor shall make reasonable accommodations for Applicants who are disabled and/or homebound, including but not limited to allowing an Applicant’s authorized agent to complete an Application or to conducting an in-home interview of a Applicant. With the exception of the Applicant’s home or a location selected by the Applicant, the off-site location shall meet the requirements in Section 3.3.1.
			4. Explain USPP services (see COMAR 20.31.05) and provide energy conservation information to Applicants. Each Contractor shall also refer all Applicants, as needed, to local and community assistance organizations, such as local Fuel Funds, the LDSS, Office of the People’s Counsel, relevant utilities, fossil fuel providers, other non-profit organizations offering related assistance and the Department of Housing and Community Development (DHCD) Weatherization Assistance Program (WAP).
			5. No later than (7) Days after receipt of each application, determine whether the application is complete and contains all required documentation necessary to verify the information provided on the application (including, for example, verification of income, lease terms, citizenship status, and energy suppliers), and mail a request for additional information to each Applicant who has submitted an application that is missing required information or documentation. The request for additional information must identify the missing information or documentation and inform the Applicant that the application will be denied if the missing information or documentation is not provided within fifteen (15) Days from the date the request for additional information was mailed. If the information is not received by the due date, Contractor shall issue a Denial Notice on the next Business Day through the OHEP Data Management System.
			6. Accurately enter the data from each application into the OHEP Data Management System no later than thirty (30) Days after the initial application was received. For EUSP applications, the data includes the Applicant’s current electric usage information that the Contractor shall obtain from the Applicant’s electric utility company.
			7. Make an eligibility determination using the OHEP Data Management System. The eligibility determination shall be made by a Contractor-designated certifier who is a different person than the person(s) who assisted the Applicant during the intake process. In addition, a Contractor-designated program supervisor must review the eligibility determination for all applications from households that report no income, that report self-employment income, or that report income from wage earners and from a sampling of all other applications. The eligibility determination must either approve the application for a specific benefit amount or deny the application for cause. The eligibility determination for each application must be entered in the OHEP Data Management System no later than forty-five (45) Days after the initial application was received. The Contractor-designated certifier may also serve as the designated program supervisor.
			8. Scan all documents received in support of the application into ECMS no later than May 31st of each Program Year.
			9. Generate eligibility determination notices through the OHEP Data Management System. Mail Approval Notices to the Applicant no later than ten (10) Business Days after determination, and mail Denial Notices to the Applicant no later than seven (7) Business Days after determination. Contractor shall record the issuance of the notice in the OHEP Data Management System.
			10. Reassess eligibility determinations when notified of information or events that could alter the eligibility determination, such as the death or institutionalization of the Applicant, the relocation of the household or members of the household, information that the application was inaccurate or fraudulent in any way, or the initiation of an energy crisis (see Section 3.3.6 of this RFP). If the reassessment requires termination or reduction of benefits, the Contractor must generate written notification to the Applicant through the OHEP Data Management System.

**3.3.5 Payment Processing**

The Contractor shall:

3.3.5.1 Comply with the payment processing procedures described in COMAR Title 7, Subtitle 3, Chapters 21 and 22, including any modifications as may be made from time to time as well as specific instructions and procedures as may be determined by the State Project Manager.

3.3.5.2 Establish and maintain a system of fiscal control and fund accounting procedures and practices based on GenerallyAccepted Accounting Principles (GAAP), found at[**www.fasab.gov**](http://www.fasab.gov) to assure the proper disbursal of and accounting for Federal and State Special funds paid to energy suppliers on behalf of eligible households and shelters. Contractors shall maintain copies of payment documents in connection with benefit payments to bulk energy suppliers such as cancelled Contractor checks, bulk supplier invoices, and EDS.

3.3.5.3 Reconcile and report, on a monthly basis, the amount of payments made from grant funds, including any necessary adjustments due to the receipt of refunds from energy suppliers or check cancellations or due to any other reason (see **OHEP – MEAP Monthly Financial Status Report – Benefit Funds** **(Attachment U))**. OHEP will provide, on a monthly basis, grant funds to each Contractor based on an estimate of need, the Contractor’s balance of previously received grant funds that have not been disbursed, and the amount of funds remaining in OHEP’s budget for LIHEAP and EUSP.

3.3.5.4 Ensure approved applications are in EDS “sent status” in the OHEP Data Management System no later than fifty-five (55) Days after the date the initial application was received.

3.3.5.5 Generate EDS in the OHEP Data Management System on a weekly basis unless otherwise specified by the State Project Manager. MEAP, EUSP Bill Payment and EUSP Arrearage Assistance payments are generated on separate EDSs. Requisite data for USPP is included on the MEAP EDS. OHEP will process payments on all EDSs related to utility providers.

3.3.5.6 Issue MEAP benefit payments to fossil fuel providers, and issue direct payments to landlords and Applicants based on the EDSs utilizing the Contractor’s own fiscal system. Upon notice by the State Project Manager that OHEP has exhausted either of its LIHEAP or EUSP funds, the Contractor must suspend or cancel all grant payments as directed by the State Project Manager. The Contractor shall generate a Household Benefit Notice within the OHEP Data Management System no later than ten (10) days after payment is mailed to the energy supplier.

3.3.5.7 Generate a Duplicate Application Report through the OHEP Data Management System on the first Business Day of each week. Any error identified on the Duplicate Application Report must be resolved no later than seven (7) Days after it first appears on the report.

3.3.5.8 Adjust benefit payments when required by changes to the initial application due to the death or institutionalization of the Applicant, the relocation of the household or members of the household, information that the application was inaccurate or fraudulent in any way, changes in energy suppliers, or other circumstances.

3.3.5.9 Seek recovery of any overpayments, and assist the State in identifying and collecting any unreturned overpayments due to Applicant fraud or any processing errors.

**3.3.6 MEAP Crisis Services**

The MEAP crisis season runs from November 1 to March 31each Program Year.

During the MEAP crisis season, each Contractor shall provide home heating assistance on an expedited basis to qualified Applicants whose households are experiencing an energy emergency. A household experiences an energy emergency if it (i) has less than a four (4) day supply of heating fuel, (ii) has had the primary utility for home heat disconnected or has received a notice that the utility will be disconnected within four (4) Days, or (iii) does not have an operable furnace, fuel burner, or fuel storage tank.

Contractor shall, upon receipt of a request for emergency home heating assistance, review the documentation submitted and make an eligibility determination for crisis assistance. No later than 48 hours after receipt of a qualified application that identifies that the household is experiencing an energy emergency during the MEAP crisis season, Contractor shall restore or ensure the maintenance fuel supplies and utility services, repair or replace inoperable home heating or storage equipment, provide adequate alternate heat sources, or otherwise ensure that the Applicant’s household has access to heated shelter. The Contractor must complete those actions no later than 18 hours after receipt of an application that identifies any member of the household to be (i) under the age of two (2), (ii) over the age of 65, or (iii) experiencing, or imminently facing, a life-threatening or health-related crisis due to a home heating issue. Contractor shall refer all Applicants who are experiencing an energy emergency but who are ineligible for crisis assistance to other agencies for assistance with their home heating emergencies.

Contractors shall submit an annual **OHEP Energy Crisis Plan** (**Attachment U**) to the State Project Manager no later than September 30th of each year that delineates the steps it will take to provide expedited home heating assistance services during energy emergencies. The OHEP Energy Crisis Plan is subject to approval by the State Project Manager.

The initial OHEP Energy Crisis Plan shall be submitted with the Technical Proposal.

**3.3.7 Minimization of Fraud**

Contractors shall implement procedures to identify potential fraud or misrepresentation by Applicants, shelters, energy suppliers, and/or staff. Contractors shall seek to obtain verification of the suspected fraudulent information through additional documentation or, when appropriate, by contacting an employer, landlord, energy provider, or other relevant source. Contractors shall contact the State Project Manager when evidence supports suspected fraud or when it requires assistance in verifying suspected fraudulent information.

**3.3.8 Fiscal Reporting**

Contractors shall maintain proper fiscal management (books, paper and electronic records, documents and fiscal reports) and shall submit OHEP fiscal reports by e-mail, hard copy, or fax to the State Project Manager. Each Contractor shall complete the following reports by the specified due dates:

1. Benefit Funds – **OHEP - MEAP** **Monthly Financial Status Report - Benefit Funds (Attachment U)**The purpose of this report is to determine the amount of MEAP benefits needed by the Contractor.This report isdue the 15th of the month following the report month except that the report for June is due the 3rd Monday in June.
2. Administrative Fund **- OHEP Administrative Funds – Monthly Financial Status Report** **(Attachment V)** The purpose of this report is to determine the amount of administrative funds needed by the Contractor.This report is due the 15th of the month following the report month except that the report for June is due the 3rd Monday in July.
3. **Close-Out Report** -The Close-Out Report is an annual report used to monitor the progress of the year-end close out process and ensure completion of each task associated with clearing all cases in pending or awaiting status for all programs. Instructions for completing this report are included in the **OHEP Closeout Report and Procedures** **Attachment W**. This report is due May 30th and July 3rd.
4. Independent Annual Financial Audit Report is due the 1st Monday in May of each year for the prior contract year. The first report is due the 1st Monday in May 2016 and will cover the period from April 1, 2015 through March 31, 2016.

**3.3.9 Program Reporting**

Contractors shall submit the following required program reports by e-mail, hard copy or fax to the State Project Manager:

1. **OHEP Fuel Consumption Survey** **(Attachment X)** - The Home Heating Consumption Survey is designed to acquire data for use in determining benefit amounts. This survey covers the period from October 1 through March 31and is due annually on the 3rd Wednesday in June**.** The first survey is due on the 3rd Wednesday in June 2016.
2. Monthly **OHEP Outreach Log** **(Attachment Y)** The Outreach Log is used to identify outreach activities and costs which are then reported by OHEP Central to the PSC and General Assembly. The log is due by the 1st Friday of each month and shall report the outreach activity for the previous month.
3. **OHEP Annual Outreach Plan, Phases 1-4 (Attachment R) –** This plan is due August 15th of each year beginning 2016.
4. Annual **OHEP Energy Crisis Plan** **(Attachment T) –** This plan is due September 30th of each year beginning 2016.

**3.3.10 Ad Hoc Reports**

In addition to the Fiscal and Program reports mentioned above, each Contractor shall submit ad hoc reports as may be requested by the State Project Manager as a result of information requested by the Legislature, the Public Service Commission, or other governmental entities. OHEP estimates that at least ten (10) ad hoc reports will be required each year. One (1) or two (2) Business Days’ notice will be given for such reports.

OHEP may also require Contractors to submit a Leveraging Report if federal funding is available. The Leveraging Report will list resources obtained to supplement federal LIHEAP funds for the prior fiscal year.

**3.3.11 Monitoring**

Each Contractor shall cooperate with all monitoring and audits conducted by or at the request of Federal or State agencies or programs. Upon notice by email at least one (1) Business Day prior to any site visit for monitoring or auditing purposes, the Contractor will accommodate any personnel involved in the site visit and will make all fiscal and program documentation available to such personnel. All site visits will be conducted during Normal State Business Hours.

Each Contractor shall maintain copies of Applicant records in individual Applicant files at the Contractor’s facility for monitoring and audit purposes. In addition to the record retention requirements specified in the Contract, the Contractor must maintain Applicant Records subject to an unresolved audit finding until the audit finding is fully resolved and for a minimum of at least three years.

The State Project Manager will schedule an annual site visit at each Contractor’s facility to monitor the Contractor’s compliance with program requirements. During that site visit, OHEP personnel will review a sample of Applicant files and will complete a monitoring report. The current version of that monitoring report, which may be modified as needed, is attached for information purposes only as **Attachment Z (OHEP Local Administering Agency Monitoring)**.

**3.3.12 Performance Assessments**

The State Project Manager will assess each Contractor’s performance on the ten (10) measures described below during each Program Year beginning June 1, 2015. Each measure will be assigned a score ranging from 0 to 10 points. A total score of 100 points is possible for any Contractor who is fully performing all duties described in this RFP.

| **Performance Measures** |
| --- |
| Each Contractor shall comply with the following performance measures as indicated by the metrics in the chart below: |
| **RFP****Section #** | **Performance Measure** | **Scoring Metric** |
| ***3.3.4.5, 3.3.4.6, 3.3.11, andAttachment Z*** | ***Application Intake***. Contractor will be assessed on the accuracy of the data entry into the OHEP Data Management System and the accuracy and completeness of the documentation collected from Applicants. This will be measured through the Administrative Error Rate determined by OHEP using the methodology described in the OHEP Local Administrative Agency Monitoring Report (**Attachment Z**). | 10 points, if the Administrative Error Rate is less than 10% 0 points, if the Administrative Error Rate is 10% or higher  |
| ***3.3.4.5*** | ***Timeliness of Application Review for Incomplete Information***. Contractor will be assessed on the percentage of Applicants to whom the Contractors send a request for additional information no later than 7 Days after the application is received divided by the total number of incomplete applications received. The percentage will be calculated by the OHEP Data Management System. | 10 points, if percentage is at least 90%5 points, if percentage is at least 80% but less than 90%0 points, if percentage is less than 80% |
| ***3.3.4.8, 3.3.11, and Attachment Z*** | ***Application Documentation Scanning***. Contractor will be assessed on the completion of its duty to scan all application documentation into ECMS no later than May 31 of each year. OHEP will determine an ECMS Scanning Completion Rate based on a review of a random sampling of applications received during its annual site visit. (See OHEP Local Administrative Agency Monitoring Report (**Attachment Z**)). | 10 points, if the ECMS Scanning Completion Rate is at least 90%5 points, if the ECMS Scanning Completion Rate is at least 80% but less than 90%0 points, if the ECMS Scanning Completion Rate is less than 80%During the 2015-2016 Program Year, all Contractors will receive 10 points. |
| ***3.3.4.7, 3.3.11, and Attachment Z*** | ***Eligibility Determination (Accuracy)***. Contractor will be assessed on the accuracy of its benefit eligibility determinations, which will be measured through the Payment Error Rate determined by OHEP using the methodology described in the OHEP Local Administrative Agency Monitoring Report (**Attachment Z**). Each Contractor must achieve a Payment Error Rate of less than 5%. | 10 Points, if Payment Error Rate is less than 5%.0 Points, if Payment Error Rate is 5% or higher |
| ***3.3.4.7*** | ***Eligibility Determination (Timeliness).*** Each Contractor will be assessed on the percentage of applications that receive an eligibility determination no later than 45 Days after receipt of the initial application, calculated by the OHEP Data Management System over all applications received. | 10 points, if percentage is at least 90%5 points, if percentage is at least 80% but less than 90%0 points, if percentage is less than 80% |
| ***3.3.5.1*** | ***Payment Processing***. Contractor will be assessed on the percentage of applications that are in EDS “sent status” no later than 55 Days after receipt of the initial application, calculated by the OHEP Data Management System over all applications received. | 10 points, if percentage is at least 90%5 points, if percentage is at least 80% but less than 90%0 points, if percentage is less than 80% |
| ***3.3.5.5 and 3.3.8.D*** | ***Independent Annual Financial Audit Report***. Contractor’s fiscal management performance will be assessed based on an annual report issued by an independent financial auditor. Contractor must ensure that any findings by the independent financial auditor are remediated prior to the subsequent annual financial audit. | 10 Points, if no findings are recorded in the Independent Annual Financial Audit Report.5 Points, if there is at least one finding but no finding is substantially similar to any finding made in the annual report for the preceding year.0 Points, if there is at least one finding that is substantially similar to any finding made in the annual report for the preceding year. |
| ***3.3.9 and 3.3.10*** | ***Fiscal and Program Reporting Submissions***. Contractor’s timely submission of all required fiscal and program reports will be assessed based on the percentage of all required fiscal and program reports that are submitted by the specified due dates. | 10 points, if percentage is at least 90%5 points, if percentage is at least 80% but less than 90%0 points, if percentage is less than 80% |
| ***N/A*** | ***Customer Service***. The professionalism, timeliness, and quality of each Contractor’s customer service will be assessed based on a survey that will be distributed by DHR to a random sampling of all Applicants. The survey results will be calculated based on the percentage of Applicants who report that the Contractor met or exceeded expectations. | 10 points, if percentage is at least 90%5 points, if percentage is at least 80% but less than 90%0 points, if percentage is less than 80% |
| ***3.3.5.4***  | ***Applications Reconciliation.*** Contractor will be assessed on the timeliness of resolving any errors identified in the Duplicate Application Report. On a weekly basis, OHEP will determine whether all errors identified in the prior week’s report have been resolved within the required 7 Day time period. Contractor will be assessed based on the percentage of those weekly reviews that find no errors that have not been resolved within the required 7 Day period.  | 10 points, if percentage is at least 90%5 points, if percentage is at least 80% but less than 90%0 points, if percentage is less than 80% |

In July of each year beginning in 2016, the State Project Manager will issue a report that itemizes the score assigned on each measure during the preceding Program Year. The Contractor’s Project Manager shall meet with the State Project Manager, either by phone or in person as shall be determined by the State Project Manager no later than fifteen (15) Days after the issuance of the report to discuss the performance assessment.

The Contractor shall strive to attain a total score of 100 points. The scores attained by the Contractor will be considered by the Department during its determination whether to exercise its option to renew the Contract for an additional two (2) year term and during its consideration of RFPs to be issued by the Department.

If the Contractor does not attain a total score of at least 85 points, the Contractor shall develop a comprehensive Corrective Action Plan (CAP) calibrated to remediate all of the performance deficiencies of the Contractor. The comprehensive CAP shall identify specific training programs and other measures that the Contractor will undertake to remediate its performance deficiencies. Specific executive officers of the Contractor, as designated by the State Project Manager, shall attend meetings with the State Project Manager to develop and implement the comprehensive CAP. Unless otherwise agreed to by the State Project Manager, the comprehensive CAP shall be submitted to the State Project Manager no later than forty-five (45) Days after receipt of the report.

If the Contractor attains a total score of at least 85 points but does not receive any points in any one specific measure, the Contractor shall develop a CAP in coordination with and subject to the approval of the State Project Manager that is calibrated to remediate the performance deficiency on that measure. The Contractor shall submit a CAP to the State Project Manager no later than thirty (30) Days after receipt of the report.

The development of a CAP or a comprehensive CAP does not alter, modify, or otherwise restrict the State’s rights to other remedies provided under the Contract or applicable law.

**3.3.13 Training**

The Contractor shall ensure that appropriate personnel attend training programs as scheduled by OHEP. In addition to the training programs described in Section 3.2, OHEP estimates that it will schedule a minimum of four (4) training programs each year, each of which shall be no more than one (1) day in duration. In addition, the Contractor’s Project Manager shall attend the OHEP Annual Spring meeting, which is a two (2) day meeting. The costs for attending training programs and the annual meeting, including mileage, accommodations, and meals, are to be factored into the **Financial Proposal Form (Attachment F)**.

**3.3.14 Appeals**

The Contractor shall provide a fair hearing process to resolve complaints from Applicants, which may include matters such as the denial of an application, the amount of benefits awarded, or the timeliness of an eligibility determination or the receipt of services. The Contractor shall attempt to resolve any disputes informally with the Applicant within 15 days following notification of the dispute. The Contractor shall provide all information and documentation concerning any dispute to the State Project Manager upon request.

If the dispute is not resolved informally, the Contractor shall conduct a fair hearing at a location convenient and accessible to the Applicant that provides the Applicant with an opportunity to present evidence and examine witnesses. The Contractor shall designate an executive officer who was not involved in the decisions giving rise to the dispute to preside over the hearing. The Contractor shall provide adequate advance notice of the hearing date, time, and location to the Applicant and to the State Project Manager. The Contractor’s Project Manager shall attend the hearing. Following the hearing, the hearing officer shall submit a written decision to the Applicant and to the State Project Manager. If the decision is not entirely in the Applicant’s favor, the hearing officer must provide the Applicant with information and forms to request a further appeal to the Office of Administrative Hearings together with the written decision.

The Contractor shall immediately notify the State Project Manager upon receipt of any notice of an appeal to the Office of Administrative Hearings and forward a request for hearing to the Office of Administrative Hearings.

**3.3.15 Contractor's Project Manager**

The Contractor shall designate an individual to serve as the Contractor’s Project Manager. The Contractor’s Project Manager shall be available to discuss and report on the day–to-day operations of the project as well as attend any meetings pertaining to the same. Meeting dates, times and location(s) will be provided in advance.

**3.3.16 Post-Award Orientation Conference**

No later than two (2) weeks after BPW approval, the State Project Manager, the Contractor and/or the Contractor’s Project Manager, and other appropriate State or Contractor staff shall attend a Post-Award Orientation Conference. The purpose of the Post Award Orientation Conference is to discuss service delivery, invoice processing, monitoring and other Contract terms and conditions. The date, time and location of the Post Award Orientation Conference will be indicated to the successful Offeror at the time of Contract execution.

## 3.4 Security Requirements

**3.4.1** **Employee Identification**

1. Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
2. At all times at any facility, the Contractor’s personnel shall cooperate with State site requirements that include, but are not limited to, being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

**3.4.2** **Criminal Background Check**

The Contractor shall obtain from each prospective employee, temporary employee, contractor, or agent assigned under the scope of work described in this RFP a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check at least fifteen Days prior to the Go-Live Date for each employee assigned under the scope of work described in this RFP as of the Go-Live Date and prior to assignment for each employee who is subsequently assigned under the scope of work outlined in this RFP. The Contractor shall provide the State Project Manager with an affidavit (**Criminal Background Check Affidavit** **(Attachment CC**)) affirming the required background checks have been performed no later than the Go-Live Date and shall submit a new affidavit annually, no later than April 1 of each year starting in 2016. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the State Project Manager.

## 3.5 Insurance Requirements

**3.5.1** Contractors shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of $1,000,000 per occurrence and $3,000,000 aggregate.

**3.5.2** Contractors shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of $1,000,000 per occurrence.

**3.5.3** Contractors shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

**3.5.4** Contractors shall maintain Employee Theft Insurance with minimum limits of $1,000,000 per occurrence.

**3.5.5** No later than ten (10) Business Days of recommendation for Contract award, the Contractor shall provide the State Project Manager with current certificates of insurance, and shall update such certificates from time to time but no less than annually, as directed by the State Project Manager. Such copy of the Contractor’s current certificate of insurance shall contain at minimum the following:

A. Workers’ Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers’ Compensation Acts, the Longshoremen and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act.

B. Commercial General Liability as required in Section 3.5.1.

C. Errors and Omissions/Professional Liability as required in Section 3.5.2.

D. Automobile and/or Commercial Truck Insurance as required in Section 3.5.3.

E. Employee Theft Insurance as required in Section 3.5.4.

**3.5.6** The State shall be listed as an additional insured on the policies with the exception of Worker’s Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the State Project Manager, by certified mail, not less than 45 Days’ advance notice of any non-renewal, cancellation, or expiration. In the event the State Project Manager receives a notice of non-renewal, the Contractor shall provide the State Project Manager with an insurance policy from another carrier at least 30 Days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

**3.5.7** Contractors shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the State Project Manager with the same documentation as is required of the Contractor.

## 3.6 Problem Escalation Procedure

**3.6.1** Contractors shall provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

Contractors shall provide contact information to the State Project Manager, as well as to other State personnel, as directed should the State Project Manager not be available.

**3.6.2** Contractors shall provide the PEP no later than ten (10) Business Days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided no later than ten (10) Business Days after the start of each Contract year and no later than ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

1. The process for establishing the existence of a problem;
2. The maximum duration that a problem may remain unresolved at each level in the Contractor’s organization before automatically escalating the problem to a higher level for resolution;
3. Circumstances in which the escalation will occur in less than the normal timeframe;
4. The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
5. Identification of, and contact information for, progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem;
6. Contact information for persons responsible for resolving issues after Normal State Business Hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
7. A process for updating and notifying the State Project Manager of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the State Project Manager or the State which may be allowed by the Contract or applicable law.

## 3.7 Invoicing

**3.7.1** **General**

1. All invoices for services shall be signed by the Contractor and submitted to the State Project Manager. 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 Purchase Order number(s);
* Goods or services provided; and
* Amount due

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

1. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the State Project Manager with all 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 until such time as the Contractor brings itself into full compliance with 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.

 The State Project Manager can request a Corrective Action Plan (CAP) if performance and/or deliverables are out of compliance. Contractors shall provide a CAP no later than five (5) Days after notification of non-compliance.

**3.7.2** **Payment Terms/Billing**

Contractors shall bill the Department quarterly. The first invoice shall be due by April 15, 2015 for the quarter from April 1 to June 30, 2015. Invoices for each subsequent quarter shall be due by the 15th day of the first month of the quarter. Payment shall be made based upon 1/4th of each annual Contract amount using the **OHEP** **Quarterly Invoice (Attachment AA)**.

Invoices must be addressed to:

Stacey Pollitt, Procurement Specialist

Maryland Department of Human Resources

Family Investment Administration

Office of Home Energy Programs

311 West Saratoga Street, 2nd floor

Baltimore, Maryland 21201-3521

## 3.8 MBE Reports

MBE reports are not required from the Contractor for this Contract.

## 3.9 VSBE Reports

VSBE reports are not required from the Contractor for this Contract.

## 3.10 SOC 2 Type II Audit Report

A SOC 2 Type II Report is not a Contractor requirement for this Contract.

## 3.11 Deliverables

**3.11.1 Minimum Deliverable Quality**

Contractors shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State. Each deliverable shall meet the following minimum acceptance criteria:

1. Be presented in a format appropriate for the subject matter and depth of discussion.
2. Be organized in a manner that presents a logical flow of the deliverable’s content.
3. Represent factual information reasonably expected to have been known at the time of submittal.
4. In each section of the deliverable, include only information relevant to that section of the deliverable.
5. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
6. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
7. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

**3.11.2 Deliverable Descriptions / Acceptance Criteria**

The Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

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| Ref # | RFP Ref. Section | Deliverable Name | Deliverable Description | Acceptance Criteria | Deliverable Frequency |
| --- | --- | --- | --- | --- | --- |
| 3.11.2.1 | 3.3.3.1 | Annual Outreach Plan, Phases 1-4  | A description of how the Contractor will achieve the outreach requirements to increase public awareness and knowledge about the energy assistance program and related energy resources specified in the Federal contained in the Low Income Home Energy Assistance Act of 1981.  | Submit in Microsoft Excel format (see **Attachment R**)to include:--List of activities planned--Method used--Method Details--Estimated amount of customers reached--Population--Signature of Executive Director or designee. | ***Initial Plan is submitted with the Technical Proposal and due annually****.* Shall be submitted by August 15th of each year beginning 2016. |
| 3.11.2.2 | 3.3.3.2 | OHEP Outreach Log | A detailed summary of outreach activities completed by the Contractor each month. | Submit in Microsoft Excel format (see **Attachment Y**) to include:--Type of Outreach Activity --Number of Contact made--City/Town where the activity took place--Cost of the outreach not paid by OHEP funds. | ***Due Monthly***. Shall be submitted monthly by the 1st Friday of each month following the report month. |
| 3.11.2.3 | 3.3.8.A | OHEP-MEAP Monthly Financial Status Report-Benefit Funds | A report indicating the amount of MEAP benefits needed by the Contractor each month. | Submit in Microsoft Excel format (see **Attachment U**),to include:--State Advances--Expenditures--Adjustments--Net Expenditures--Cash on Hand | ***Due Monthly***. Shall be submitted by the 15th day of the month following the report month, except that report for June is due the 3rd Monday in June*.* |
| 3.11.2.4 | 3.3.8.B | OHEP Administrative Funds-Monthly Financial Status Report | A report indicating the amount of administrative funds needed by the Contractor each month | Submit in Microsoft Excel format (see **Attachment V**), to include:--Amount of each budget line item approved by OHEP--Actual expenditures for the current month chargeable to OHEP--Signed by Executive Director or designee**\*\*This report is due in duplicate**. | ***Due Monthly***. Shall be submitted by the 15th day of the month following the report month, except that report for June is due the 3rd Monday in July. |
| 3.11.2.5 | 3.3.8.C | Close-Out Report | A report indicating the Contractor’s progress in executing specific tasks that must be completed prior to the end of each Program Year (**Attachment W**). |  | ***Due Annually in two parts.*** The first part of the Close-Out Report shall be submitted by May 30th and the second part shall be submitted by July 3rd each Program Year. |
| 3.11.2.6 | 3.3.8.D | Independent Annual Financial Audit Report | The report of a certified, independent financial auditor regarding the Contractor’s fiscal performance. |  | ***Due annually****.* Shall be submitted by the 1st Monday in May each year beginning in 2016, reporting on the prior contract year. |
| 3.11.2.7 | 3.3.9.A | OHEP Fuel Consumption Survey | An annual survey that provides data that assists in OHEP’s determination of future benefits. |  | ***Due Annually.***Shall be submitted by the 3rd Wednesday in June. |
| 3.11.2.8 | 3.3.6, 3.3.9.D | OHEP Energy Crisis Plan | This plan is used to assist OHEP and the Contractor to handle the needs of an Applicant that is experiencing an energy emergency. | Submit in Microsoft Word format (see **Attachment T**), to include: --Name of the Contractor’s primary contact for handling crisis situations--Provisions for handling crisis situations after Normal Business Hours.--List of additional resources which the Contractor can use or make referrals to alleviate the crisis where the MEAP grant is not enough. | ***Initial Plan is submitted with the Technical Proposal and due annually****.* Shall be submitted by September 30th of each year beginning 2016. |
| 3.11.2.9 | 3.3.10 | Ad Hoc Reports | These are requested reports outside of the regular reports.  |  | Shall be submitted ***as requested within 1 or 2 Business Days***. |
| 3.11.2.10 | 3.4.2 | Criminal Background Check Affidavit | This Affidavit is used to confirm that back ground checks have been performed on each employee assigned to this RFP. |  | ***Initial Affidavit due 15 Days prior to the Go-Live Date*** ***and due annually*** . Shall be submitted by April 1 each year beginning 2016*.* |
| 3.11.2.11 | 3.5.5 | Certificate of Insurance | Provides proof of Insurance coverage. | Lists the State as an additional insured, | Due ***+10 Business Days after notice of recommendation for contract award. Due annually and upon any updates.*** |
| 3.11.2.12 | 3.6 | Problem Escalation Procedure | Used to assist the Contractor in both routine and emergency situations | Submit in Microsoft Word format (See section 3.6.2 of the RFP for information to include). | Due NTP ***+10 Business Days or +10 after notice of Contract award***, whichever is sooner;Due no later than ***10 days after any change*** of circumstance that causes a change in the PEP; andDue ***+10 Days after start of each Contract Year***. |

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# SECTION 4 – PROPOSAL FORMAT

## 4.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

* Volume I – TECHNICAL PROPOSAL
* Volume II – FINANCIAL PROPOSAL

## 4.2 Proposals

4.2.1 Volume I – Technical Proposal, and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, email address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and five (5) copies. Unless the resulting package will be too unwieldy, the State’s preference is for the two (2) sealed Volumes to be submitted together in a single package including a label bearing:

* The RFP title and number,
* The jurisdiction or jurisdictions relevant to the proposal,
* Name and address of the Offeror, and
* Closing date and time for receipt of Proposals

To the Procurement Officer (see Section 1.5 “Procurement Officer”) prior to the date and time for receipt of Proposals (see Section 1.11 “Proposals Due (Closing) Date and Time”).

4.2.2 An Offeror submitting proposals for more than one jurisdiction shall produce one Technical Proposal regardless of the number of jurisdictions proposed to serve and a separate Financial Proposal for each jurisdiction proposed to serve. If there are variations in service delivery based on jurisdictional nuances, those variations shall be described in detail on a separate page for each jurisdiction so affected and appended to the Technical Proposal. The Financial Proposal must include separate pricing proposals for each jurisdiction proposed to be served, and each Financial Proposal must be sealed in a separate envelope and labeled with the name of the jurisdiction.

4.2.3 An electronic version (CD or DVD) of the Technical Proposal in Microsoft Word format must be enclosed with the original Technical Proposal. An electronic version (CD or DVD) of the Financial Proposal in Microsoft Word or Microsoft Excel format must be enclosed with the original Financial Proposal. CD/DVDs must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. CD/DVDs must be packaged with the original copy of the appropriate Proposal (Technical or Financial).

4.2.4 A second electronic version of Volume I and Volume II in searchable Adobe.pdf format shall be submitted on CD or DVD for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 “Public Information Act Notice”).

4.2.5 All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

4.2.6 Proposals and any modifications to Proposals will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

## 4.3 Delivery

Offerors may either mail or hand-deliver Proposals.

* + 1. For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several Days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
		2. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
		3. After receipt, a Register of Proposals will be prepared that identifies each Offeror. The Register of Proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Contract.

## 4.4 Volume I – Technical Proposal

**Note: No pricing information is to be included in the Technical Proposal (Volume 1). Pricing information is to be included only in the Financial Proposal (Volume II).**

* + 1. **Format of Technical Proposal**

Inside a sealed package described in Section 4.2 “Proposals,” the unbound original, five (5) copies, and the electronic version shall be provided. The RFP sections are numbered for ease of reference. Section 4.4.2 sets forth the order of information to be provided in the Technical Proposal, e.g., Section 4.4.2.1 “Title and Table of Contents,” Section 4.4.2.2 “Claim of Confidentiality,” Section 4.4.2.3 “Transmittal Letter,” Section 4.4.2.4 “Executive Summary,” etc. In addition to the instructions below, responses in the Offeror’s Technical Proposal should reference the organization and numbering of Sections in the RFP (ex. “Section 3.2.1 Response . . .; “Section 3.2.2 Response . . .,” etc.). This Proposal organization will allow State officials and the Evaluation Committee (see RFP Section 5.1) to “map” Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process.

**4.4.2 The Technical Proposal** shall include the following documents and information in the order

specified as follows Each section of the Technical Proposal shall be separated by a TAB as detailed below:

 **4.4.2.1 Title Page and Table of Contents (Submit under TAB A)**

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

* + - 1. **Claim of Confidentiality (If applicable, submit under TAB A-1)**

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror’s Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 1.14 “Public Information Act Notice”). The entire Proposal cannot be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

**4.4.2.3 Transmittal Letter (Submit under TAB B)**

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. The Transmittal Letter should include the following:

* Name and address of the Offeror;
* Name, title, e-mail address, and telephone number of primary contact for the Offeror;
* Solicitation Title, Jurisdiction(s) the proposal is being submitted for, and Solicitation Number that the Proposal is in response to;
* Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
* Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual’s Social Security Number (SSN);
* Offeror’s eMM number;
* Offeror’s MBE certification number (if applicable);
* Acceptance of all State RFP and Contract terms and conditions (see Section 1.24); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 4.4.2.4); and
* Acknowledgement of all addenda to this RFP.

 **4.4.2.4 Executive Summary (Submit under TAB C)**

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.” The Summary should identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide services (if applicable). The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the **Contract** (**Attachment A**), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state.

**4.4.2.5** **Minimum Qualifications Documentation (If applicable, Submit under TAB D)**

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 “Offeror Minimum Qualifications.”

**4.4.2.6 Offeror Technical Response to RFP Requirements and Proposed Work Plan**

 **(Submit under TAB E)**

A. The Offeror shall address each Scope of Work requirement (Section 3.3) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work (Section 3.3) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

B. The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.

1. The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State’s requirements as outlined in this RFP.
2. The Offeror must provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Department’s State Project Manager should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures must be submitted as indicated in RFP Section 3.6.

**4.4.2.7 Experience and Qualifications of Proposed Staff (Submit under TAB F)**

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

The Offeror shall describe in detail how the proposed staff’s experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the key personnel, including key personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section.

The Offeror shall provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

**4.4.2.8 Offeror Qualifications and Capabilities (Submit under TAB G)**

The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

A. The number of years the Offeror has provided the similar services;

B. The number of clients/customers and geographic locations that the Offeror currently serves;

C. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;

D. The Offeror’s process for resolving billing errors; and

E. An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

**4.4.2.9** **References (Submit under TAB H)**

At least three (3) references are requested from customers who are capable of documenting the Offeror’s ability to provide the services specified in this RFP. References used to meet any Offeror Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years and shall include the following information:

1. Name of client organization;
2. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and

C. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by an Offeror.

**4.4.2.10 List of Current or Prior State Contracts (Submit under TAB I)**

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

1. The State contracting entity;
2. A brief description of the services/goods provided;
3. The dollar value of the contract;
4. The term of the contract;
5. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and

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

Information obtained regarding the Offeror’s level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

**4.4.2.11 Financial Capability (Submit under TAB J)**

An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

a. Dunn and Bradstreet Rating;

b. Standard and Poor’s Rating;

c. Lines of credit;

d. Evidence of a successful financial track record; and

e. Evidence of adequate working capital.

* + - 1. **Certificate of Insurance (Submit under TAB K)**

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.5. See Section 5.6 for the required insurance certificate submission for the recommended Offeror.

* + - 1. **Subcontractors (Submit under TAB L)**

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. See Section 4.4.2.6 and 4.4.2.7 for additional Offeror requirements related to Subcontractors.

* + - 1. **Legal Action Summary (Submit under TAB M)**

This summary shall include:

1. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
2. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
3. A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and

D. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

**4.4.2.15 Economic Benefit Factors (Submit under TAB N)**

The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland’s economy specifically offered. See COMAR 21.05.03.03A(3).

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.

As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:

1. generic statements that the State will benefit from the Offeror’s superior performance under the Contract;
2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
3. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.

Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

• The Contract dollars to be recycled into Maryland’s economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;

• The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;

• Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;

• Subcontract dollars committed to Maryland small businesses and MBEs; and

• Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

**4.4.3 Additional Required Technical Submissions (Submit under TAB O)**

**4.4.3.1** The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.4.2.

1. Completed **Bid/Proposal Affidavit** (**Attachment B**).

B. Completed **Maryland Living Wage Requirements Affidavit of Agreement**

 (**Attachment G-1**).

 C. **OHEP Annual Outreach Plan, Phases 1 4 (Attachment R)**.

 D. **OHEP Energy Crisis Plan (Attachment U)**.

**4.4.3.2 \*If Required**, the following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.4.2. **\***See appropriate RFP Section to determine whether the Attachment is required for this procurement:

1. Completed **MDOT Certified MBE Utilization and Fair Solicitation Affidavit** (**Attachment D1**) **\*see Section 1.33**.
2. Completed **Federal Funds** **Attachment** (**Attachment H**) **\*see Section 1.35.**

1. Completed **Conflict of Interest Affidavit and Disclosure** (**Attachment I**) **\*see Section 1.36.**
2. Completed **Mercury Affidavit** (**Attachment L**) **\*see Section 1.40**.
3. Completed **Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule**. (**Attachment M-1**) **\*see Section 1.41**.
4. Completed **Location of the Performance of Services Disclosure** (**Attachment N**) **\*see Section 1.42**.

## 4.5 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 4.2 “Proposals,” the Offeror shall submit an original unbound copy, five (5) copies, and an electronic version in Microsoft Word or Microsoft Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment F**. The Offeror shall complete the **Financial Proposal Form** only as provided in the Financial Proposal Instructions and the **Financial Proposal Form** itself. The prices quoted in the **Financial Proposal Form** may not increase by more than three percent (3%) over the prior year for each year of the contract term following the first contract year, as well as for each year of the option period(if exercised).

**An Offeror submitting proposals for more than one jurisdiction shall produce a separate Financial Proposal for each jurisdiction proposed to serve and each such Financial Proposal shall be sealed in a separate envelope and labeled with the name of the jurisdiction.**

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# SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

## 5.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

## 5.2 Technical Proposal Evaluation Criteria

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

5.2.1 Offeror’s Technical Response to RFP Requirements and Work Plan (See RFP § 4.4.2.6)

The State prefers an Offeror’s response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done. Proposals which include limited responses to work requirements such as “concur” or “will comply” will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

5.2.2 Experience and Qualifications of Proposed Staff (See RFP § 4.4.2.7)

5.2.3 Offeror Qualifications and Capabilities, including proposed Subcontractors (See RFP § 4.4.2.8 –

 4.4.2.14)

5.2.4 Economic Benefit to State of Maryland (See RFP § 4.4.2.15)

## 5.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 5.5.2.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment F** - **Financial Proposal Form**.

## 5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

* The Maryland resident business is a responsible Offeror;
* The most advantageous offer is from a responsible Offeror whose principal office or principal operations through which it would provide the services required under this RFP is in another state;
* The other state gives a preference to its resident businesses through law, policy, or practice; and
* The Maryland resident preference does not conflict with a federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

## 5.5 Selection Procedures

**5.5.1 General**

The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror’s Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror’s Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror’s Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

**5.5.2 Selection Process Sequence**

5.5.2.1 A determination is made that the **MDOT Certified MBE Utilization and Fair Solicitation Affidavit** (**Attachment D-1**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the **Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule** (**Attachment M-1**) is included and is properly completed, if there is a VSBE goal.

5.5.2.2 Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State’s requirements and the Offeror’s ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.

5.5.2.3 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Technical Proposal. Technical Proposals are given a final review and ranked.

5.5.2.4 The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror’s entire Proposal.

5.5.2.5 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

**5.5.3 Award Determination**

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive equal weight with financial factors.

## 5.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee no later than ten (10) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

1. **Contract** (**Attachment A**),

B. **Contract Affidavit** (**Attachment C**),

C. MBE **Attachments D-2 and D-3**, no later than ten (10) Business Days, if applicable; **\*see Section 1.33**,

D. **MBE Waiver Justification** within ten (10) Business Days, usually including **Attachment D-6**, if a waiver has been requested (if applicable; **\*see Section 1.33)**,

E. **Non-Disclosure Agreement** (**Attachment J**), if applicable; **\*see Section 1.37**,

F. **HIPAA Business Associate Agreement** (**Attachment K**), if applicable; **\*see Section 1.38**,

1. VSBE **Attachments M-2 and M-3**, if applicable **\*see Section 1.41**,
2. **DHR Hiring Agreement**, **Attachment O**, if applicable **\*see Section 1.43**, and

I. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.5 “Insurance Requirements,” listing the State as an additional insured, if applicable; **\*see Section 3.5.**

# RFP ATTACHMENTS

**ATTACHMENT A – Contract**

This is the sample contract used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract no later than five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

**ATTACHMENT B** **– Bid/Proposal Affidavit**

This Attachment shall be completed and submitted with the Technical Proposal.

**ATTACHMENT C** **– Contract Affidavit**

This Attachment shall be completed and submitted by the recommended awardee to the Procurement Officer no later than five (5) Business Days of receiving notification of recommendation for award.

**ATTACHMENT D** **– Minority Business Enterprise Forms**

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE **Attachments D-1 through D-6**. **Attachment D-1** must be properly completed and submitted with the Offeror’s Technical Proposal or the Proposal will be deemed not reasonably susceptible of being selected for award and rejected. No later than ten (10) Business Days of receiving notification of recommendation for Contract award, the Offeror must submit **Attachments D-2 and D-3** and, if the Offeror has requested a waiver of the MBE goal, usually **Attachment D-6**.

**ATTACHMENT E** **– Pre-Proposal Conference Response Form**

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Offerors that plan on attending the Pre-Proposal Conference.

**ATTACHMENT F** **– Financial Proposal Instructions and Form**

The Financial Proposal Form shall be completed and submitted in the Financial Proposal package.

**ATTACHMENT G** **– Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement**

**Attachment G-1-** **Living Wage Affidavit of Agreement** shall be completed and submitted with the Technical Proposal.

**ATTACHMENT H – Federal Funds Attachment**

If required (see Section 1.35), these Attachments shall be completed and submitted with the Technical Proposal as instructed in the Attachments.

**ATTACHMENT I** **– Conflict of Interest Affidavit and Disclosure**

If required (see Section 1.36), this Attachment shall be completed and submitted with the Technical Proposal.

**ATTACHMENT J – Non-Disclosure Agreement**

If required (see Section 1.37), this Attachment shall be completed and submitted no later than five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

**ATTACHMENT K** **– HIPAA Business Associate Agreement**

If required (see Section 1.38), this Attachment is to be completed and submitted no later than five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

**ATTACHMENT L** **– Mercury Affidavit**

If required (see Section 1.40), this Attachment shall be completed and submitted with the Technical Proposal.

**ATTACHMENT M** – **Veteran-Owned Small Business Enterprise Forms**

If required (see Section 1.41), these Attachments include the VSBE **Attachments M-1 through M-4**. **Attachment M-1** shall be completed and submitted with the Technical Proposal. **Attachment M-2** is required to be submitted no later than ten (10) Business Days of receiving notification of recommendation for award.

###### ATTACHMENT N – Location of the Performance of Services Disclosure

If required (see Section 1.42), this Attachment shall be completed and submitted with the Technical Proposal.

**ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement**

If required (see Section 1.43), this Attachment is to be completed and submitted no later than ten (10) Business Days of receiving notification of recommendation for award.

**ATTACHMENT P – OHEP Energy Assistance Application**

**ATTACHMENT Q – OHEP 2014 Brochure**

**ATTACHMENT Q1 – OHEP 2014 Informational Flyer and Instructions for Filing an Application for Energy Assistance**

**ATTACHMENT R – OHEP Annual Outreach Plan, Phases 1-4 (Sample)**

**ATTACHMENT S – COMAR 07.03.21 and 07.03.22**

The Code of Maryland Regulations is also available online at [**http://www.dsd.state.md.us/**](http://www.dsd.state.md.us/%20)**.**

**ATTACHMENT T – OHEP Energy Crisis Plan**

**ATTACHMENT U – OHEP-MEAP Monthly Financial Status Report-Benefit Funds**

**ATTACHMENT V – OHEP Administrative Fund-Monthly Financial Status Report**

**ATTACHMENT W – OHEP Closeout Report and Procedures**

**ATTACHMENT X – OHEP Fuel Consumption Survey**

**ATTACHMENT Y – OHEP Outreach Log**

**ATTACHMENT Z – OHEP Local Administering Agency Monitoring Report**

**ATTACHMENT AA – OHEP Quarterly Invoice**

**ATTACHMENT BB – OHEP Intake Summary by County FY 2005 through FY 2013**

**ATTACHMENT CC – Criminal Background Check Affidavit**

The Criminal Background Check Affidavit shall be completed and submitted with the Technical Proposal.

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## ATTACHMENT A – CONTRACT

**ADMINISTRATION OF THE**

**MARYLAND ENERGY ASSISTANCE PROGRAM (MEAP)**

**AND THE**

**ELECTRIC UNIVERSAL SERVICE PROGRAM (EUSP)**

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 “**OHEP”** means **Office of Home Energy Program**, 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 **Administration of the Maryland Energy Assistance Program (MEAP) and the Electric Universal Service Program (EUSP)** Solicitation # **FIA/OHEP-14-003-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 energy and electric assistance offered through OHEP programs to eligible household for **(name of jurisdiction)**, 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 **(1 or 2, depending on jurisdiction awarded)** 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 **three (3)** years beginning **April 1, 2015** and ending on **March 30, 2018)**.

3.2 Further, this Contract may be extended for **One 2 –year option** period- at the sole discretion of the Department and at the prices quoted in the Financial Proposal for Option Years.

3.3 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)**.

Contractors shall bill the Department quarterly by the 15th of the first month of each quarter. Payment shall be made based upon 1/4th of each annual Contract amount.

Invoices must be addressed to:

Stacey Pollitt, Procurement Specialist

Maryland Department of Human Resources

Family Investment Administration

Office of Home Energy Programs

311 West Saratoga Street, 2nd floor

Baltimore, Maryland 21201-3521

4.2 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. Each invoice for services rendered must include the Contractor’s Federal Tax Identification or Social Security Number for a Contractor who is an individual which is **(Contractor’s FEIN or SSN)**. 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.

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

* 1. Contractor’s eMarylandMarketplace 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 three (3) 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.** **Purchase and Treatment of Assets**

34.1. Contractor shall obtain written approval of the Department for any purchase of assets with funds paid under this Contract, excluding ordinary office supplies, except that such is not required with regard to purchase of assets described in the Attachment(s) attached hereto.

34.2 Title to all property purchased by the Department shall remain in the Department. Title to all property acquired by the Contractor at a cost of over five hundred ($500) dollars including purchase by lease-purchase agreement for the cost of which the Contractor is to be reimbursed under this Contract, shall immediately vest in the Department upon (i) issuance for use of such property in the performance of this Contract, or (ii) reimbursement of the cost thereof by the Department, whichever occurs first.

34.3 The Contractor shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of the Department’s property so as to assure its full availability and usefulness for the performance of this Contract.

34.4 The Department’s property shall, unless otherwise provided herein, or approved in writing by the Department, be used only for the performance of this Contract.

34.5 In the event that the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Department’s property, it shall use the proceeds to repair, renovate, or replace the Department’s property involved, or shall credit such proceeds against the cost of the work covered by the Contract, or shall otherwise reimburse the Department as directed by the Department.

34.6 At the conclusion of the term of this Contract, the Contractor shall deliver to the Department a listing of all the Department’s property purchased hereunder, showing the following information as to each property item:

1. Description of the property;
2. Manufacturer’s serial number or other identification number;
3. Acquisition date and cost
4. Source of the property;
5. Percentage of Federal funds used in acquisition of the property; and
6. Location, use and condition of the property.

34.7Upon termination of the Contract, the Department may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of this Contract.

**35. Living Wage**

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.

**36. 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.

**37. 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: Lindsay Robbins, Director

 State Project Manager

Department of Human Resources

Family Investment Administration

Office of Home Energy Programs

311 W. Saratoga Street, 2nd Floor

Baltimore, MD 21201

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

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**38. Federal Department of Health and Human Services (DHHS) Exclusion Requirements**

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the Department immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

**39. Confidentiality**

The Contractor agrees to keep information obtained in the course of this contract confidential in compliance with any applicable State and federal confidentially requirements regarding collection, maintenance, and use of health and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Department for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health and financial information.

**40. Transparency Act Compliance**

40.1 This Contract is governed by the provisions of the Federal Funding accountability and Transparency Act of 2006, Pub. L. 109-282, as amended (Transparency Act).

1. Compliance. The Contractor agrees that it will comply with all Transparency Act requirements applicable to this Contract, including modifications or additional requirements that may be imposed by law, future guidance and clarifications of Transparency Act requirements.
2. Conflict of Laws. The Contractor agrees that to the extent Transparency Act requirements conflict with State requirements, the Transparency Act requirements shall control.

(c) Enforceability. The Contractor agrees that if the Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of federal funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

1. Contractor Identification. All Contractors are required to maintain a valid Dun & Bradstreet Data Universal Numbering System (DUNS) number and current registration in the Central Contractor Registry (CCR) prior to award. The registration procedure for the CCR can be found at [**www.ccr.gov**](http://www.ccr.gov). Contractors can request a DUNS number or modification to an existing DUNS record by using the online web form process at <http://fedgov.dnb.com/webform> (for US and International locations) or they can call 866-705-5711. The toll free number is for US locations only. Registrants will be asked for their entity name, address, city, state, country, postal code, highest ranking individual’s name and title, line of business, number of employees and legal structure (corporation, non-profit, etc.) and socio-economic data (veteran owned, woman owned, etc.). If the webform is used, their mailing address area, SIC code and annual revenue data lines, but these are optional.
2. The Contractor is required to submit the following information required for reporting:
3. Name of entity receiving award
4. Amount of award
5. Funding agency
6. NAICS code for contracts / CFDA program number for grants
7. Award title descriptive of the purpose of the funding action
8. Location of the entity and place of performance (including congressional district)
9. Unique identifier of the entity and its parent; and
10. Total compensation and names of top five executives, as applicable.

**41. 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) Business 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.

**42. 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..

**43. Miscellaneous**

43.1 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.

43.2 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.

**44. Liquidated Damages**

44.1 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.

44.1.1 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.

44.1.2 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.

44.1.3 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.

44.1.4 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.

44.1.5 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.

44.2 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.

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

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| Contractor | State of MarylandDEPARTMENT OF HUMAN RESOURCES |
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| By: | By: Rosemary Malone, Executive Director FIA |
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## ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

Solicitation Number: FIA/OHEP-14-003-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):

     .

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).

     .

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: FIA/OHEP-14-003-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

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

## ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number: FIA/OHEP-14-003-S

 A Pre-Proposal Conference will be held at 10 a.m. EST, on Tuesday, October 7, 2014, at Saratoga State Center, 311 W. Saratoga St., Room 104, Baltimore, MD 21201. Please return this form by Thursday, October 2, 2014 by 4:00 p.m., advising whether or not you plan to attend.

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

 Nneka Willis-Gray

 Department of Human Resources

 Procurement Division

 311 W. Saratoga Street, Room 946

 Baltimore, Maryland 21201-3500

Email: **nneka.willis-gray@maryland.gov**

 Fax #: (410) 333-0258

 Please indicate:

 [ ]  Yes, the following representatives will be in attendance:

1.

 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

Solicitation Number: FIA/OHEP-14-003-S

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

## ATTACHMENT F – FINANCIAL PROPOSAL FORM

Solicitation Number: FIA/OHEP-14-003-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.:

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**

**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**

**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 ReproductionStandard 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**

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 # FIA/OHEP-14-003-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 **Administration of the Maryland Energy Assistance Program (MEAP) and the Electric Universal Service Program (EUSP)**, Solicitation #**FIA/OHEP-14-003-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: Rosemary Malone |
| Title: TYPE REP'S TITLE HERE | Title: Executive Director, FIA |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**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 |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|       |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|       |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|       |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|       |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
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|       |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|       |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|       |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|       |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|       |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|       |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |

**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

This solicitation does not require a HIPAA Business Associate Agreement.

## ATTACHMENT L – MERCURY AFFIDAVIT

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

## ATTACHMENT M – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

## 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. **FIA/OHEP-14-003-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 #: FIA/OHEP-14-003-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       (“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) Business 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) Business 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** |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **DATE** |  | **DATE** |

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

**Department Attorney General’s Office**

## ATTACHMENT P – OHEP ENERGY ASSISTANCE APPLICATION

Solicitation Number: FIA/OHEP-14-003-S

**Attachment P**, the **OHEP Energy Assistance Application** is a PDF file, and is included as a separate attachment to this RFP.

## ATTACHMENT Q – OHEP 2014 BROCHURE

Solicitation Number: FIA/OHEP-14-003-S

**Attachment Q**, the **OHEP 2014 Brochure** is a PDF file, and is included as a separate attachment to this RFP.

## ATTACHMENT Q-1 – OHEP 2014 INFORMATIONAL FLYER AND INSTRUCTIONS FOR FILING AN APPLICATION FOR ENERGY ASSITANCE

Solicitation Number: FIA/OHEP-14-003-S

**Attachment Q-1**, the **OHEP 2014 Informational Flyer and Instructions for Filing an Application for Energy Assistance** is a PDF file, and is included as a separate attachment to this RFP.

## ATTACHMENT R – OHEP ANNUAL OUTREACH PLAN, PHASES 1-4

Solicitation Number: FIA/OHEP-14-003-S

**Attachment R**, the **OHEP Annual Outreach Plan, Phases 1-4** is an Excel file, and is included as a separate attachment to this RFP.

**ATTACHMENT S – COMAR 07.03.21**

**The Code of Maryland Regulations is also available online at** [**http://www.dsd.state.md.us/**](http://www.dsd.state.md.us/)

*07.03.21.00*

**Title 07 DEPARTMENT OF HUMAN RESOURCES**

**Subtitle 03 FAMILY INVESTMENT ADMINISTRATION**

**Chapter 21 Maryland Energy Assistance Program**

1. **Authority: Human Services Article, §§5-5A-07 and 5-608, Annotated Code of Maryland (Agency Note: Federal Regulatory Reference—45 CFR 96, Subpart H.)**

*07.03.21.01*

**.01 Purpose.**

The purpose of the Maryland Energy Assistance Program (MEAP) is to provide assistance to low-income Maryland residents in meeting their immediate home energy needs under the Low-Income Home Energy Assistance Act to the extent that funds are available.

*07.03.21.02*

**.02 Definitions.**

A. The following terms have the meanings indicated.

B. Terms Defined.

(1) "Administration" means the Family Investment Administration of the Department of Human Resources.

(2) "Applicant" means the head of household and spouse or cohabitant of the head of household, or representative of a shelter.

(3) "Benefit" means the amount of assistance or related service that is provided on behalf of an eligible household.

(4) "Boarder" means an individual to whom a household furnishes lodging and meals for compensation. A relative may be given boarder status if aged 60 years old or older, or disabled.

(5) "Crisis assistance" means a benefit provided an eligible household during an energy-related emergency and required to be delivered within 18 or 48 hours in accordance with Regulation .10F or G of this chapter.

(6) "Current program year" means the State fiscal year from July 1 through June 30.

(7) "Department" means the Maryland Department of Human Resources.

(8) "Disabled" means an individual who has a physical or mental impairment that interferes with one or more of life's major activities, such as walking, seeing, hearing, speaking, working, or learning.

(9) "Domiciliary care facility" means an institution which admits aged or disabled persons, maintains the necessary facilities, and provides a protective institutional or home type environment to persons who are of advanced age or have a physical or mental disability.

(10) "Duration of benefit" means the length of a State fiscal year during which a household expends an energy benefit or has it returned to the Maryland Energy Assistance Program.

(11) "Elderly" means a person 60 years old or older.

(12) "Energy crisis" means weather-related or supply-shortage emergencies, or other household energy-related emergencies.

(13) "Energy supplier" means a vendor of home energy. An energy supplier may be a company or sole proprietorship supplying electricity, natural gas, propane, kerosene, coal, or wood for residential use.

(14) "Head of household" means a person who is designated by the household as the head or representative of the household.

(15) "Homeless person" means a resident of Maryland without shelter and lacking resources to provide shelter.

(16) "Household" means an individual or group of individuals who are living together as one unit and for whom residential energy is customarily purchased in common or who make undesignated payments for energy in the form of rent.

(17) "Landlord" means the owner of the property who leases or rents the property to the household.

(18) "Local agency" means the local administering agency that the Department has designated to administer a component or components of the Program.

(19) "Public housing" means a dwelling complex owned and operated by a local government and whose:

(a) Residents are determined eligible based on income; and

(b) Rental fees are subsidized by local or federal funding.

(20) "Qualified alien" means an individual who is not a citizen of the United States who:

(a) Is lawfully admitted for permanent residence under the Immigration and Nationality Act (INA);

(b) Is admitted to the United States as a refugee under §207 of the Immigration and Nationality Act;

(c) Is granted asylum under §208 of the Immigration and Nationality Act;

(d) Has had deportation or removal withheld under §234(h) or 241(b)(3) of the Immigration and Nationality Act;

(e) Has been granted status as a Cuban or Haitian entrant as defined in §501(e) of the Refugee Education Assistance Act of 1980;

(f) Is paroled into the United States under §212(d)(5) of the Immigration and Nationality Act for a period of at least 1 year;

(g) Is granted conditional entry pursuant to §203(a)(7) of the Immigration and Nationality Act as in effect before April 1, 1980; or

(h) Is a battered spouse, battered child, or parent or child of a battered individual.

(21) "Renter" means an individual who leases a residential dwelling from a landlord.

(22) "Roomer" means an individual to whom a household furnishes lodging but not meals for compensation. A relative may be given roomer status if 60 years old or older, or disabled.

(23) Shelter.

(a) "Shelter" means a public or private nonprofit residential facility whose function is to provide temporary or intermediate accommodations to battered spouses and homeless persons.

(b) "Shelter" does not include residential treatment programs, for example, those funded by the Departments of Juvenile Services, Aging, Human Resources, and Health and Mental Hygiene.

(24) Subsidized Housing.

(a) "Subsidized Housing" means a privately owned dwelling complex where eligibility for residency is based on income and the rental fees are subsidized by federal or local funding.

(b) "Subsidized Housing" does not include a dwelling funded under the Department of Housing and Urban Development's Below Market Interest Rate Program or under the Rental Assistance Program.

(25) "Verification" means proof of accuracy of statements made by the applicant or recipient.

*07.03.21.03*

**.03 Eligibility for Assistance.**

A. A household is eligible for assistance if the:

(1) Household resides in Maryland;

(2) Total household countable income as described in Regulation .04 of this chapter does not exceed the percent of the current poverty levels as published annually by the Department of Health and Human Services for the Low Income Home Energy Assistance Program (LIHEAP) under 45 CFR Part 96 and established as the income eligibility limits in the current LIHEAP plan;

(3) Applicant completes an application as described in Regulation .05 of this chapter; and

(4) Members of the household are U.S. citizens or fit the definition of qualified alien.

B. Homeless or Battered Spouse Shelter.

(1) A shelter is eligible for assistance if the:

(a) Shelter is in Maryland; and

(b) Shelter incurs energy expenses during the State fiscal year.

(2) A shelter is ineligible for energy assistance if the shelter has received assistance through the Maryland Energy Assistance Program during the current State fiscal year.

C. Waiver. The Administration may establish a policy each year to waive §A(2) of this regulation. Notification of a waiver shall be provided as part of its annual plan. If a waiver is provided for in the given year, the application may be granted a waiver to §A(2) of this regulation based on substantial out-of-pocket medical expenses incurred within 3 months of the application date. A waiver request shall include documentation of the expenses.

*07.03.21.04*

**.04 Income Requirements.**

A. The applicant's total household income is determined by using countable income, as described in §D of this regulation, received by household members during the 30-day period before the date of application.

B. The Administration shall determine the maximum allowable income for households as indicated in Regulation .07 of this chapter.

C. Treatment of Income of Household Members Not Meeting the U.S. Citizenship or Qualified Alien Requirements.

(1) Any member of the applicant's household, including the applicant, who does not meet the U.S. citizenship or qualified alien requirements as provided in Regulation .02B(19) of this chapter, shall have the member's income included on the application, but may not be counted as a member of the applicant's household.

(2) In determining the household's eligibility, the income attributed to the individual who is not a U.S. citizen or qualified alien shall be verified and included in the household's total income.

D. Countable Income. Income from the following sources is countable income:

(1) Gross wages, tips, and commissions received from employment;

(2) Self-employment and rental income, less operating expenses except for depreciation necessary to produce the income;

(3) Social Security income less Medicare payment deduction;

(4) Supplemental Security Income (SSI);

(5) Dividends;

(6) Interest received from savings or checking accounts;

(7) Interest or dividends received from the redemption of bonds;

(8) Estate or trust fund income;

(9) Royalties;

(10) Temporary cash assistance (TCA);

(11) Temporary Disability Assistance Program (TDAP);

(12) Pensions;

(13) Disbursements from annuities, individual retirement accounts (IRAs), or other retirement accounts;

(14) Child support payments;

(15) Alimony or spousal support;

(16) Workers' compensation benefits;

(17) Unemployment insurance benefits;

(18) Veteran's pension benefits;

(19) Mine worker's benefits;

(20) Armed forces dependent allowances;

(21) Criminal Injuries Compensation Board payments;

(22) Monetary gifts and loans, excluding the portion of a student loan used to cover tuition and required fees;

(23) Stipends for educational or research fellowships for living expenses excluding that portion that covers tuition and required fees;

(24) Employee strike funds if there is no employee contribution;

(25) Third-party payments received by live-in home care providers for the care of adults who cannot care for themselves; and

(26) Railroad retirement benefits less Medicare payment deduction.

E. Income or resources from the following sources are not countable income:

(1) Third-party payments over which the household has no discretion of the use of the funds;

(2) In-kind contributions of a commodity or service such as gifts of food, building materials used for repairs, or labor;

(3) Employment income of:

(a) A child younger than 18 years old;

(b) A full-time student;

(4) Educational assistance funded under Title IV of the Higher Education Act or under the Bureau of Indian Affairs;

(5) Educational assistance, such as grants, scholarships, fellowships, educational loans on which payment is deferred, work-study, and veteran's benefits, to pay for tuition, books, and other required materials, and required fees:

(a) At a recognized institution of postsecondary education;

(b) At a school for individuals with disabilities;

(c) In a vocational education program in a vocational or technical school; or

(d) In a program that provides for obtaining a secondary school diploma or an equivalent;

(6) Payments under the Federal Action Program to participants in the Retired Senior Volunteer Program, Foster Grandparents, or Senior Companion Program;

(7) Stipends to participants in State or federally funded job training programs;

(8) Federal Department of Housing and Urban Development (HUD) direct payment subsidies provided to households;

(9) Food stamp benefits;

(10) Welfare avoidance grants (WAGs);

(11) Public assistance vendor payments provided for emergency assistance or special assistance;

(12) Foster care grants and foster child care payments;

(13) Child support paid as required by court order pursuant to §F of this regulation;

(14) Payments to employees on strike if the strike fund consists of employee contributions;

(15) Reinvested interest and dividends from individual retirement accounts (IRAs) or other retirement accounts;

(16) A nonrecurring lump sum payment including income tax refunds and lottery winnings;

(17) Maryland Renters' Tax Credit Program payments;

(18) Maryland Homeowners' Tax Credit Program credits;

(19) Federal earned income tax credits or payments;

(20) Medicare payments deducted from Social Security grants;

(21) Subsidized adoption payments; and

(22) Americorps of VISTA payments.

F. Calculating Allowable Child Support Payments.

(1) Verified child support payments may be deducted from the applicant's or another household member's gross income up to the amount specified by court order.

(2) Child support payments made in excess of the specified amount on the court order may not be deducted from the applicant's or another household member's gross income.

*07.03.21.05*

**.05 Application Process.**

A. An applicant or the applicant's representative shall submit a MEAP application to the local agency:

(1) In person; or

(2) By the mail-in application process.

B. A complete MEAP application includes:

(1) The application form signed and dated by the applicant or the applicant's representative;

(2) The names of all household members;

(3) Verification of a Social Security number or documentary evidence that each member has applied for a number;

(4) Verification of all income of all household members, except for the Social Security income of individuals who have received Social Security benefits for more than 2 years;

(5) Verification of the applicant's identity;

(6) Verification of immigrant status for those eligible household members applying for the benefit who are not U.S. citizens;

(7) Verification of residence;

(8) Proof of rental status, if renter; and

(9) A statement signed by the applicant or the applicant's representative authorizing the local agency to verify, through any appropriate sources, statements made or documents presented by the applicant or the applicant's representative during the application process.

C. Shelter Application.

(1) A complete application for a shelter includes:

(a) A shelter application form;

(b) Verification and location of shelter;

(c) The name and address of the energy supplier which services the shelter;

(d) Proof of current year heating bills as designated by the Administration; and

(e) A release from authorizing the Administration to verify shelter status through any appropriate sources.

(2) Applications are accepted during the period set forth in Regulation .02B(6) of this chapter.

D. A shelter administered by a designated local agency shall submit a shelter application to the Maryland Office of Home Energy Programs for processing.

*07.03.21.06*

**.06 Local Agency Response to Application.**

A. Receipt of Application. Upon receipt of the application, the local agency shall:

(1) Record the date the application was received by the local agency;

(2) Record the date of application as described in §B of this regulation; and

(3) Assess the application for completeness.

B. Date of Application. The date of application is:

(1) For a walk-in application, the date the local agency receives the application; or

(2) For an application received by mail, the date it was signed by the applicant or the applicant's representative if the local agency receives the application:

(a) Within 10 Business Days of the date the applicant or the applicant's representative signs the application; or

(b) For good cause shown, at a later reasonable date after 10 Business Days of the date the applicant or the applicant's representative signs the application.

C. Incomplete Application. If the application is incomplete:

(1) The local agency shall request the applicant or the applicant's representative to provide the missing information within 15 calendar days from the date of the notification; and

(2) If the applicant or the applicant's representative does not provide the requested information within 15 calendar days from the date of the notification, the local agency shall deny the application as specified in §D(3) of this regulation.

D. Decisions on an Application.

(1) The local agency shall approve or deny the application within 45 calendar days of receipt of a completed application, except as allowed in §D(5) of this regulation.

(2) Approved Application.

(a) The local agency shall mail notification to the applicant or the applicant's representative of the approval within 10 Business Days after sending benefits to the applicant's energy supplier.

(b) The written notice of the local agency's decision shall include:

(i) The amount or description of benefits approved on behalf of the applicant's household;

(ii) The duration of the benefits;

(iii) The name of the energy supplier to which the benefits are paid; and

(iv) An explanation of the applicant's right to appeal any part of the agency's decision and the method for requesting an administrative hearing of an appeal as set forth in Regulation .12 of this chapter.

(3) Denied Application. The local agency shall deny the application for benefits if the:

(a) Applicant's household countable income exceeds the income set forth in Regulation .03A(2) of this chapter;

(b) Applicant or the applicant's representative has not provided information requested by the local agency as required in Regulation .06B of this chapter;

(c) Applicant dies while the application is being processed;

(d) Applicant establishes residency outside Maryland while the application is being processed;

(e) Applicant does not meet the eligibility criteria as required in Regulation .03 of this chapter;

(f) Applicant abandons the applicant's residence;

(g) Applicant withdraws the application for MEAP assistance;

(h) Information supplied at application was incorrect and the household was originally ineligible;

(i) Applicant resides in public or subsidized housing where heat is included in the rent;

(j) Household as constituted at time of application has received assistance through Maryland Energy Assistance Program during the current program year; or

(k) Applicant resides in an assisted living facility.

(4) Notice of Denial.

(a) The local agency shall mail notification to the applicant of the decision to deny the application within 10 Business Days of the decision.

(b) The written notice shall include:

(i) The reason for the denial;

(ii) The COMAR citation of the regulation supporting the decision to deny the application;

(iii) An explanation of the applicant's right to appeal the decision and the method for requesting an administrative hearing set forth in Regulation .12 of this chapter; and

(iv) The date by which the local agency shall receive the applicant's administrative hearing request.

(5) Delaying MEAP Benefits. The local agency may delay the delivery of MEAP benefits if:

(a) The applicant moves to another residence that cannot be serviced by the household's originally designated energy supplier;

(b) The local agency has reason to believe the applicant or the applicant's representative provided incorrect information on the application; or

(c) The applicant or the applicant's representative fails to notify the local agency of a new address and the local agency cannot contact the applicant.

(6) The applicant or the applicant's representative shall notify the local agency of the applicant's new energy supplier if the applicant changes residence to an area serviced by another energy supplier.

E. Unused benefits. The energy supplier shall return any unused benefit, for which the applicant may not be held liable, to the local agency or the Department of Human Resources as specified by the Administration in its procedures.

F. Termination of MEAP Benefits.

(1) The local agency shall terminate an applicant's MEAP benefits and notify the energy supplier to return the applicant's unused benefits to the local agency if the applicant:

(a) Move to a residence outside of the State;

(b) Move to an area outside of the applicant's energy supplier's service area and fails to report the new address to the local agency;

(c) Is no longer a customer of the energy supplier receiving the benefit;

(d) Submits an application for an individual who has died;

(e) Abandons the residence;

(f) Informs the local agency that the benefit is not wanted;

(g) Moves to an assisted living facility;

(h) Is incarcerated; or

(i) Supplies incorrect information at application and the applicant was originally ineligible.

(2) If the local agency determines that termination of the benefit is required, the local agency shall notify the household in writing. The written notice shall include:

(a) The reason for termination;

(b) The COMAR citation supporting the decision; and

(c) An explanation of the applicant's right to appeal and method for requesting an administrative hearing.

*07.03.21.07*

**.07 Delivery of Benefit.**

A. Delivery of benefit may be accomplished by a:

(1) Benefit payment to the energy supplier on behalf of the applicant, as determined by the Administration in accordance with the provisions of the current contract in effect with the energy supplier.

(2) Benefit payment to the landlord on behalf of the applicant when heating costs are included in the rent. The payment is to be credited to the applicant's rent.

(3) Direct benefit payment to the applicant if:

(a) The vendor or landlord refuses to accept payment; or

(b) Other circumstances as determined by the local agency prevent the issuance of the benefit to a vendor; and

(4) Direct benefit payment to the shelter.

B. Amount of Benefit Payment.

(1) The Administration shall determine annually the benefit payment levels and include the levels in each year's approved State plan.

(2) The Administration may authorize a supplemental benefit increase, and shall determine the amount of any supplemental increase and provide notice of the amount by:

(a) An approved State plan amendment for the current year;

(b) A benefit letter to the household; and

(c) A letter to the energy supplier.

(3) The Administration shall determine annually the percentage of a shelter's total documented current heating bill that comprises the benefit payment to shelters, and provide written notice of the benefit amount to eligible shelters.

C. The local agency shall send written notification to each energy supplier to return to MEAP the undelivered benefits of households that no longer have an active account with the energy supplier. The written notice shall request that the energy supplier return to MEAP balances remaining at the close of a customer's account, by the time specified in the supplier's current contract.

*07.03.21.08*

**.08 Delay or Termination of Service.**

A. The local agency may delay the delivery of service when the:

(1) Household moves to another residence and cannot be serviced by the original energy supplier or landlord. In this case the:

(a) Applicant shall notify the local agency of the new address and new energy supplier or landlord.

(b) Original energy supplier or landlord shall return any unused benefit to the local agency. The applicant may not be held liable for the failure of the energy supplier or landlord to return the unused benefit.

(c) Local agency shall arrange for continued delivery of the remaining benefit.

(2) Household moves to another residence and can be serviced by the original energy supplier. The applicant shall notify the local agency of the new address and shall arrange for continued delivery of the benefit.

(3) Local agency has reason to believe that incorrect information was supplied on the application.

B. The local agency shall terminate the benefit and notify the energy supplier or landlord to return any unused portion of the benefit to the local agency when the:

(1) Household moves and is no longer eligible;

(2) Household moves and fails to report the new address;

(3) Household consists of one person who has died;

(4) Residence is abandoned;

(5) Applicant informs the local agency that the benefit is not wanted;

(6) Information supplied at application was incorrect and the household originally was ineligible.

C. When the local agency determines that termination of the benefit is required, the local agency shall notify the household in writing. The written notice shall include:

(1) The reason for termination;

(2) The specific regulation supporting the decision; and

(3) An explanation of the applicant's right to appeal and method for requesting a fair hearing. If the household files an appeal within 15 calendar days, the benefit is continued until the hearing decision has been made.

*07.03.21.09*

**.09 Division of the Household.**

A. If a household is divided, the energy supplier shall credit the undelivered benefit to the part of the household that remains at the original residence.

B. The energy supplier shall return the undelivered benefit to MEAP for reallocation if the original residence is abandoned.

C. New households formed as a result of division of the original household may apply for assistance.

D. A household may receive only one benefit during the heating season except as provided for in Regulation .07B(2) of this chapter.

*07.03.21.10*

**.10 Crisis Assistance.**

A. A household may apply for crisis assistance from November through March.

B. The applicant shall sign a declaration form attesting to the crisis situation.

C. A household may apply for crisis assistance at the time of application for MEAP or after the date of application, but before notification that the benefit has been granted.

D. The local agency shall determine income eligibility based on the documentation provided by the applicant at the time of application. The applicant shall declare the amount of income by signing an income declaration form, if the documentation provided is insufficient to complete the application.

E. The local agency shall determine eligibility for crisis assistance and provide a benefit for crisis assistance to equal the amount needed to alleviate the crisis, up to the current year's approved crisis assistance payment level in accordance with each year's State plan and any corresponding amendment or amendments to the plan.

F. The local agency shall arrange for delivery of the benefit within 18 hours of the time that the crisis is declared if the:

(1) Household has no supply of fuel;

(2) Household's utility service is disconnected; or

(3) Household has a broken furnace or fuel burner.

G. The local agency shall arrange for delivery of the benefit within 48 hours of the time that the crisis is declared if the household has:

(1) Not more than a 3 to 4 day supply of fuel; or

(2) A "true" disconnection notice for within 3 or 4 days.

H. Crisis assistance benefits may take the form of:

(1) Payment to an energy supplier;

(2) Furnace repair; or

(3) Temporary shelter.

I. If the household is determined eligible based on the completed application, the local agency shall deduct the value of the crisis assistance from the benefit. The local agency shall authorize the energy supplier to deliver the remainder of the benefit.

J. If the applicant is found to be ineligible after receiving crisis assistance, the local agency shall attempt to recover the benefit.

K. The local agency shall deny a household crisis assistance if the household applies for crisis assistance after the benefit has been exhausted, but the local agency shall refer the household to other agencies for assistance.

*07.03.21.11*

**.11 Recovery.**

A. Applicants are liable for payments made in excess of the allowable benefit as determined by the Administration.

B. The local agency shall require the energy supplier or landlord to return the amount of the overpayment from any unused benefit.

C. If the amount of the unused benefit is not sufficient to cover the amount of overpayment, the local agency shall attempt to recover the overpayment from the applicant.

D. If the applicant fails to comply with the request for repayment, the local agency shall refer the recovery of the overpayment to the Administration. The Administration shall refer the case to the Central Collections Unit of the Department of Budget and Management.

*07.03.21.12*

**.12 Administrative Hearing Process.**

A. The local agency shall have a grievance procedure and shall attempt to resolve a grievance at the local level.

B. Except as provided in §C of this regulation, an applicant may appeal as set forth in COMAR 07.01.04.

C. The appellant has 15 calendar days from the date the notice of decision or action was sent by the local agency to file a request.

*07.03.21.9999*

Administrative History

1. *Effective date: April 22, 1985 (12:8 Md. R. 801)*

Regulations .02B, .03, .04B, .05F, .06, .12 amended effective July 28, 1986 (13:15 Md. R. 1733)

Regulation .02B amended effective April 6, 1987 (14:7 Md. R. 829)

Regulations .03E and .06B amended effective February 24, 1986 (13:4 Md. R. 395)

Regulation .03 amended effective April 6, 1987 (14:7 Md. R. 829)

Regulation .04B amended effective April 6, 1987 (14:7 Md. R. 829)

Regulation .12 amended effective May 4, 1987 (14:9 Md. R. 1079)

1. *——————*
2. *Annotation: COMAR 07.06.06 cited in Attorney General Opinion No. 86-013 (March 5, 1986)*
3. *——————*

**Chapter revised effective April 15, 1991 (18:7 Md. R. 771)**

**Chapter revised effective May 24, 2004 (31:10 Md. R. 794)**

Regulation .03A, C amended effective April 9, 2007 (34:7 Md. R. 697)

Regulation .04D amended effective April 9, 2007 (34:7 Md. R. 697)

Regulation .06D amended effective April 9, 2007 (34:7 Md. R. 697)

Regulation .07B, C amended effective April 9, 2007 (34:7 Md. R. 697)

1. *——————*

Chapter recodified from COMAR 07.06.06 to COMAR 07.03.21, effective June, 2009

*07.03.22.00*

**ATTACHMENT S – COMAR 07.03.22**

**The Code of Maryland Regulations is also available online at** [**http://www.dsd.state.md.us/**](http://www.dsd.state.md.us/)

**Title 07 DEPARTMENT OF HUMAN RESOURCES**

**Subtitle 03 FAMILY INVESTMENT ADMINISTRATION**

**Chapter 22 Electric Universal Service Program**

1. **Authority: Human Services Article, §§2-209 and Title 5, Subtitle 5A; Public Utilities Article, §7-512.1; Annotated Code of Maryland**

*07.03.22.01*

**.01 Purpose and Scope.**

A. The purpose of the Electric Universal Service Program (EUSP) is to:

(1) Provide cash assistance and weatherization services to eligible low-income Maryland residents under the Universal Service Program provisions of The Electric Competition and Customer Choice Act to the extent that funds are available; and

(2) Help residents reduce and manage their electric costs and maintain their electric service.

B. The assistance components under the EUSP administered by the Office of Home Energy include:

(1) Bill assistance; and

(2) Arrearage retirement.

*07.03.22.02*

**.02 Definitions.**

A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined.

(1) "Administration" means the Family Investment Administration of the Department of Human Resources.

(2) "All-electric residence" means a dwelling that uses electricity as its primary source of heat.

(3) "Annual consumption" means the amount of electricity, stated in kilowatt hours as reported by the customer's electric company, an electric customer uses in a 12-month period.

(4) "Applicant" means an electric customer for whom EUSP assistance is being requested.

(5) "Arrearage" means the amount of money owed by an electric customer to an electric company which is 21 days or more past due.

(6) "Assisted living facility" means an institution that admits elderly or disabled individuals and provides a protective institutional or home-type environment for a fee.

(7) "Benefit" means cash assistance or other EUSP service that is provided on behalf of an eligible applicant.

(8) "Department" means the Maryland Department of Human Resources.

(9) "Disabled" means an individual who has a physical or mental impairment that interferes with one or more of life's major activities, such as walking, seeing, hearing, speaking, working, or learning.

(10) "Elderly" means an individual 60 years old or older.

(11) "Electric company" means the company that provides electric distribution services to an electric customer.

(12) "Electric customer" means an individual:

(a) With an active retail electric service account in the individual's name; or

(b) Who is applying for retail electric service in the individual's name.

(13) "Household" means an individual or group of individuals who are living together as one unit and for whom residential electric service is purchased in common.

(14) "Income" means gross income unless otherwise specified in Regulation .04 of this chapter.

(15) "Landlord" means the owner of the property who leases or rents the property to the household.

(16) "Local agency" means an agency with which the Department has contracted to administer a component or components of the EUSP.

(17) "Low-income weatherization" means cost effective measures that reduce electric energy consumption.

(18) "Non-all-electric residence" means a dwelling that:

(a) Does not use electricity as its primary source of heat; and

(b) Is equipped with fossil fuel-burning heating equipment for oil, gas, propane, kerosene, or coal.

(19) "Off-service applicant" means an EUSP applicant who does not have an active retail electric service account.

(20) "On-service applicant" means an EUSP applicant who has an active account for electric service.

(21) "Program year" means July 1 through June 30.

(22) "Proxy" means an individual 18 years old or older who is authorized by signature of the applicant to:

(a) Participate in the intake interview; and

(b) Provide information and documentation on behalf of the applicant.

(23) "Public housing" means a dwelling complex owned and operated by a local government whose:

(a) Residents are determined eligible based on income; and

(b) Rental fees are subsidized by local or federal funding.

(24) "Qualified alien" has the meaning stated in 8 U.S.C. §1641.

(25) "Renter" means an individual who rents or leases a residential dwelling from a landlord.

(26) Subsidized Housing.

(a) "Subsidized housing" means a public or privately owned dwelling where:

(i) Eligibility for residency is based on income; and

(ii) The rental fees are subsidized by federal or local funding.

(b) "Subsidized housing" does not include a dwelling funded under the following programs of the Maryland Department of Housing and Community Development:

(i) Below Market Interest Rate Program; or

(ii) Rental Assistance Program.

(27) "Verification" means documentation or proof of accuracy of statements made by the applicant, proxy, or recipient of EUSP benefits.

*07.03.22.03*

**.03 Eligibility for Assistance.**

A. An applicant is eligible for assistance if the applicant:

(1) Is an electric customer;

(2) Resides in Maryland;

(3) Has total household countable income as described in Regulation .04 of this chapter which does not exceed 175 percent of the federal poverty level; and

(4) Is a:

(a) U.S. citizen,

(b) Legal immigrant admitted for permanent residence or otherwise legally residing in the United States, or

(c) Qualified alien.

B. For purposes of receiving an arrearage, an applicant:

(1) May not have received an arrearage benefit from the EUSP within the preceding 7 fiscal years; and

(2) Shall have a qualified arrearage reported by the applicant's current electric company.

C. Waiver. Waivers to §A(3) of this regulation may be granted according to policy established under COMAR 07.03.21.03C.

*07.03.22.04*

**.04 Income Requirements.**

A. Total Household Income. The applicant's total household income is determined by using countable income, as described in §D of this regulation, received by household members during the 30-day period before the date of application.

B. Maximum Allowable Income. The Administration shall determine the maximum allowable income for households as indicated in Regulation .03C of this chapter.

C. Income of Household Members Not Meeting the U.S. Citizenship Requirements.

(1) Any member of the applicant's household, including the applicant, who does not meet the U.S. citizenship requirements as provided in Regulation .03D of this chapter shall be included on the application but may not be counted as a member of the applicant's household.

(2) For the purpose of determining the household's eligibility, the income attributed to the individual who is not a U.S. citizen shall be verified and included in the household's total income.

D. Countable Income. Income from the following sources is considered countable income:

(1) Gross wages, tips, and commissions received from employment;

(2) Self-employment income and rental income, less expenses (excluding depreciation expenses) necessary to produce the income;

(3) Social Security income less Medicare payment deduction;

(4) Supplemental Security Income (SSI) less Medicare payment deduction;

(5) Dividends;

(6) Interest received from savings or checking accounts;

(7) Interest or dividends received from the redemption of bonds;

(8) Estate or trust fund income;

(9) Royalties;

(10) Temporary Cash Assistance (TCA);

(11) Temporary Disability Assistance Program (TDAP);

(12) Pensions;

(13) Disbursements from annuities, individual retirement accounts (IRAs), or other retirement accounts;

(14) Child support;

(15) Alimony or spousal support;

(16) Workers' Compensation benefits;

(17) Unemployment Insurance benefits;

(18) Veteran's pension benefits;

(19) Mine worker's benefits;

(20) Armed forces dependent allowances;

(21) Criminal Injuries Compensation Board payments;

(22) Monetary gifts and loans, excluding the portion of a student loan used to cover tuition and required fees;

(23) Stipends for educational or research fellowships for living expenses excluding that portion that covers tuition and required fees;

(24) Employee strike funds where there is no employee contribution;

(25) Third-party payments received by live-in home care providers for the care of adults who cannot care for themselves; and

(26) Railroad retirement benefits less Medicare payment deduction.

E. Noncountable Income. Income or resources from the following sources are not considered countable income:

(1) Third-party payments over which the household has no discretion of the use of the funds;

(2) In-kind contributions of a commodity or service such as gifts of food, building materials used for repairs, or labor;

(3) Employment income of children 17 years old or younger;

(4) Educational assistance funded under Title IV of the Higher Education Act or under the Bureau of Indian Affairs;

(5) Educational assistance, such as grants, scholarships, fellowships, educational loans on which payment is deferred, work-study, and veterans' benefits, to pay for tuition, books, and other required materials, and required fees which are awarded to a household member enrolled:

(a) At a recognized institution of post-secondary education,

(b) At a school for individuals with disabilities,

(c) In a vocational education program in a vocational or technical school, or

(d) In a program that provides for obtaining a secondary school diploma or an equivalent;

(6) Payments under the Federal Action Program to participants in the Retired Senior Volunteer Program, Foster Grandparents, or Senior Companion Program;

(7) Stipends to participants in State or federally funded job training programs;

(8) Federal Department of Housing and Urban Development (HUD) direct payment subsidies provided to households;

(9) Food Supplement Program benefits;

(10) Welfare Avoidance Grants (WAGs);

(11) Public assistance vendor payments provided for emergency assistance or special assistance;

(12) Foster care grants and foster child care payments;

(13) Child support paid as required by court order pursuant to §F of this regulation;

(14) Payments to employees on strike when the strike fund consists of employee contributions;

(15) Reinvested interest and dividends from individual retirement accounts (IRAs) or other retirement accounts;

(16) A non-recurring lump sum payment including income tax refunds and lottery winnings;

(17) Maryland Renters' Tax Credit Program payments;

(18) Maryland Homeowners' Tax Credit Program credits;

(19) Federal Earned Income Tax credits or payments;

(20) Medicare payments deducted from Social Security grants;

(21) Subsidized adoption payments;

(22) Americorps or VISTA payments;

(23) Reverse mortgage loans; and

(24) Court ordered garnishments and tax levies.

F. Calculating Allowable Child Support Payments.

(1) Verified child support payments may be deducted from the applicant's household member's gross income up to the amount specified by court order.

(2) Child support payments made in excess of the specified amount on the court order may not be deducted from the applicant's household member's gross income.

*07.03.22.05*

**.05 Application Process for EUSP.**

A. An applicant or proxy shall submit an EUSP application to the local agency:

(1) In person; or

(2) By the mail-in application process.

B. A completed EUSP application shall include:

(1) The application form signed and dated by the applicant or proxy;

(2) The names of all household members;

(3) Verification of Social Security numbers for all household members or, when a Social Security number is not available, verification of the application for a Social Security number;

(4) Verification of all income of all household members;

(5) Verification of the applicant's identity;

(6) Verification of immigration status for all household members who are not U.S. citizens;

(7) Verification of location of residence;

(8) Proof of receipt of electric service in the applicant's name, such as an electric bill from the applicant's electric company or confirmation from the electric company that electric service is being requested in the applicant's name;

(9) If a renter, proof of rental status; and

(10) A statement signed by the applicant or proxy authorizing the local agency to verify, through any appropriate sources, statements made or documents presented by the applicant or proxy during the application process.

C. For EUSP applicants who are off-service, the applicant's electric company must confirm that electric service is being applied for in the applicant's name.

D. The local agency may certify an applicant for assistance once every program year.

*07.03.22.06*

**.06 Local Agency Response to Application.**

A. Receipt of Application. The local agency shall:

(1) Record the date the application was received by the local agency;

(2) Record the date of application as described in §B of this regulation; and

(3) Assess the completeness of the application.

B. Date of Application. The date of application is the date:

(1) The local agency receives the application for walk-in applications; or

(2) The application was signed by the applicant or proxy when the local agency receives the application by mail within 10 Business Days of the date the applicant or proxy signed the application.

C. Incomplete Application.

(1) If the application is incomplete, the local agency shall notify the applicant or proxy to provide the missing information within 15 calendar days from the date of the notification.

(2) If the applicant or proxy does not provide the requested information within 15 calendar days from the date of the notification, the local agency shall deny the application.

D. Decisions on Application.

(1) The local agency shall, within 45 calendar days of receipt of a completed application, approve or deny the application.

(2) Approved Application.

(a) The local agency shall mail notification to the applicant or proxy of the approval within 10 Business Days after sending benefits to the applicant's electric company.

(b) The written notice of the local agency's decision shall include:

(i) The amount or description of benefits approved on behalf of the applicant's household;

(ii) The duration of the benefits;

(iii) The name of the electric company to which the benefits are paid; and

(iv) An explanation of the applicant's right to appeal any part of the agency's decision and the method for requesting a fair hearing of an appeal.

(3) Denied Application. The local agency shall deny the application for benefits when:

(a) The applicant's household countable income exceeds 175 percent of the federal poverty level;

(b) The applicant or proxy has not provided the information requested by the local agency as prescribed in §B of this regulation;

(c) The applicant dies while the application is being processed;

(d) The applicant establishes residency outside Maryland while the application is being processed;

(e) The applicant does not meet the eligibility criteria as prescribed in Regulation .03 of this chapter;

(f) The applicant abandons the applicant's residence;

(g) The applicant withdraws the application for EUSP assistance;

(h) The information supplied at application was incorrect and the household was originally ineligible; or

(i) The applicant resides in a assisted living facility.

(4) The local agency shall mail notification to the applicant of the decision to deny the application within 10 Business Days of the decision. The written notice shall include:

(a) The reason for the denial;

(b) The citation of the regulation supporting the decision to deny the application;

(c) An explanation of the applicant's right to appeal the decision and the method for requesting a fair hearing; and

(d) The date by which the local agency must receive the applicant's fair hearing request.

(5) Delaying EUSP Benefits. The local agency may delay the delivery of EUSP benefits when:

(a) The applicant moves to another residence and cannot be serviced by the household's originally designated electric company;

(b) The local agency has reason to believe the applicant or proxy provided incorrect information on the application; or

(c) The applicant or proxy fails to notify the local agency of a new address and the local agency cannot contact the applicant.

(6) The applicant or proxy shall notify the local agency of the applicant's new electric company when the applicant changes residence to an area serviced by another electric company.

E. Unused Benefits. The electric company shall return any unused benefit in the event the benefit cannot be applied to an active electric account, for which the applicant may not be held liable, to the Administration.

F. Termination of EUSP Benefits.

(1) The local agency shall terminate an applicant's EUSP benefits and notify the electric company to return the applicant's unused benefits to the local agency when the applicant:

(a) Moves to a residence outside Maryland;

(b) Moves to an area outside of the applicant's electric company's service area and fails to report the new address to the local agency;

(c) Is no longer an electric customer;

(d) Submits an application for an individual who has died;

(e) Abandons the residence;

(f) Informs the local agency that the benefit is not wanted;

(g) Moves to an assisted living facility;

(h) Is incarcerated; or

(i) Supplies incorrect information at application and the applicant was originally ineligible.

(2) When the local agency determines that termination of the benefit is required, the local agency shall notify the household in writing. The written notice shall include:

(a) The reason for termination;

(b) The citation of the regulation supporting the decision; and

(c) An explanation of the applicant's right to appeal and method for requesting a fair hearing.

*07.03.22.07*

**.07 Bill Assistance.**

A. Subject to Regulations .03—.05 of this chapter and the availability of funds, the local agency or Administration may deliver bill assistance benefits on behalf of an eligible EUSP applicant by a payment, or payments, to the applicant's electric company.

B. Bill assistance benefits shall be:

(1) Available to help an eligible electric customer maintain electric service;

(2) Payable to the electric company, a retail electric supplier, or both, in the EUSP applicant's service area; and

(3) Returned by the eligible applicant's electric company to the Administration for reallocation when the electric company cannot apply the benefits to the applicant's active account.

C. Amount of Benefits.

(1) The Administration shall determine allowable benefit amounts for bill assistance based on:

(a) The household's income poverty level;

(b) The applicant's household's electric consumption during the 12 months before the date of application; and

(c) The applicant's status as a resident in public or subsidized housing.

(2) An eligible applicant may receive one bill assistance benefit during one program year.

D. Supplemental Bill Assistance Benefits. If the Administration authorizes a supplemental bill assistance benefit increase, the Administration shall send a written notification to eligible applicants and their respective electric companies.

*07.03.22.08*

**.08 Arrearage Retirement.**

A. Subject to Regulations .03—.05 of this chapter and the availability of funds, the local agency or Administration may issue benefits for electric arrearage retirement to an electric company in an applicant's service area on behalf of an eligible EUSP applicant who owes an outstanding arrearage to the electric company for electric service.

B. Arrearage retirement benefits:

(1) Shall be issued to assist an eligible electric customer maintain or reestablish electric service; and

(2) Are limited to arrearages owed to the applicant's electric company for electric service arrearages the applicant incurred, prior to current monthly bill and which has been verified by the applicant's electric company during the application process.

C. The local agency or Administration shall allow the applicant or proxy to review arrearage information provided by the applicant's electric company during the application process.

D. Delivery of Arrearage Retirement Benefits. The local agency or Administration shall:

(1) Issue the arrearage retirement benefits within the minimum and the maximum amount authorized by Public Service Commission order; and

(2) Make a benefit payment, or series of payments, on behalf of the applicant.

E. Amount of Benefits.

Benefit levels for arrearage retirement shall be based on the applicant's arrearage balance with a minimum and maximum amount established by the Public Service Commission, subject to §§A—D of this regulation, verified by the applicant's electric company.

F. Disputes Regarding Arrearage Data.

(1) The local agency shall:

(a) Forward an EUSP applicant dispute regarding arrearage data supplied by the applicant's electric company to the Public Service Commission for resolution; and

(b) Continue the application and payment process pending the Public Service Commission's notification of the dispute resolution.

(2) In disputed cases, the payment amount the local agency makes for the applicant's arrearage retirement shall be the amount specified by the applicant's electric company.

(3) Following resolution of the dispute, the applicant's electric company shall refund to the local agency benefits received on behalf of the applicant in excess of the amount the Public Service Commission determines to be correct.

*07.03.22.09*

**.09 Recovery of Benefits.**

A. An applicant is liable for all EUSP payments made on the applicant's behalf in excess of the maximum allowable benefit.

B. The local agency shall require the eligible household's electric company, or low-income weatherization contractor or vendor, to return the amount of an overpayment from any unused benefit to the Administration.

C. The electric company shall return any unused benefit for which the applicant may not be held liable, in the event t*07.03.22.10*

*07.03.22.10*

**.10 Fair Hearing Process.**

A. The local agency shall have a grievance procedure and attempt to resolve grievances at the local level.

B. An applicant or proxy has 15 calendar days from the date the local agency mails or gives the applicant the notice of decision or action to file a written request for a fair hearing with the local agency.

C. When the local agency is not able to resolve the applicant's dispute or complaint, the applicant or proxy may request an administrative hearing according to COMAR 07.01.04. Within 2 Business Days of receipt of a request for an administrative hearing, the local agency shall forward the applicant's request and all pertinent information to the Administration.

*07.03.22.9999*

Administrative History

1. *Effective date:*

Regulations .01—.11 adopted as an emergency provision effective July 1, 2000 (27:15 Md. R. 1391)

Regulations .01—.11 adopted effective December 11, 2000 (27:24 Md. R. 2199)

1. *——————*

Chapter revised effective June 4, 2007 (34:11 Md. R. 971)

1. *——————*

Chapter recodified from COMAR 07.06.22 to COMAR 07.03.22, effective June, 2009

Regulation .02B amended effective November 16, 2009 (36:23 Md. R. 1816)

Regulation .03A, B amended effective November 16, 2009 (36:23 Md. R. 1816)

Regulation .04E amended effective November 16, 2009 (36:23 Md. R. 1816)

## ATTACHMENT T – OHEP ENERGY CRISIS PLAN

**OHEP Energy Crisis Plan**

County: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Coordinator: \_\_\_\_\_\_\_\_ \_\_\_\_\_ Phone:

**Energy Crisis Season: November 1 through March 31 of each year**

Instructions: Complete this form by describing your agencies procedures for handling crisis situations as specified by the requirements below. Use additional pages as necessary.

**Requirements for Crisis Qualification:**

If the household is in a life-threatening situation as defined by the State (household has no supply of fuel, utility service is disconnected or household has broken furnace or fuel burner) assistance must be provided within **18 hours** after the household applies*.*

A household applying for energy crisis benefits as defined by the State *(household does not have more than 3-4 Days of fuel or a true disconnection notice within 3-4 Days)* must be provided assistance no later than **48 hours** after household applies

Source: LIHEAP (Public Law 97-35, Section 260(c): 42 U.S.C 8623(c) 1989 revision

**County Plan**:

1. **If a person is out of fuel or has a broken furnace/fuel burner:**
2. Describe arrangement solution within 18 hours - what steps do you take
3. List name(s) of suppliers with phone number:
4. Method of communication with vendor (i.e. – fax, email, phone)
5. If you refer clients to a shelter what is name of shelter and location with phone number:
6. Describe after hours and weekend arrangements for handling crisis situations:
7. **If a person is low in fuel (3-4 days or less of fuel):**
8. Describe arrangement solution within 48 hours – what steps do you take
9. List name(s) of suppliers with phone number:
10. Method of communication with vendor (ie – fax, email, phone)
11. **If a person has a utility shut-off notice:**
12. Describe arrangement solution within 48 hours – what steps do you take
13. **If a person has exhausted their MEAP benefit:**
14. Describe arrangement solution
15. **How does your agency track the above crisis situations (OHEP system, excel spreadsheet, notebook, other)?**
16. Do you track whether the crisis has been resolved? This can include when commodity has been delivered, or when referral was made. If you use an electronic document please attach document.
17. Do you currently use the “crisis” page on the OHEP system?

**All plans are due back to the State Project Manager on Wednesday, September 30th.**

## ATTACHMENT U – OHEP MEAP MONTHLY FINANCIAL STATUS REPORT-BENEFIT FUNDS

Solicitation Number: FIA/OHEP-14-003-S

**Attachment U**, the **OHEP MEAP Monthly Financial Status Report-Benefit Funds** is an Excel file, and is included as a separate attachment to this RFP.

## ATTACHMENT V – OHEP ADMINISTRATIVE FUNDS – MONTHLY FINANCIAL STATUS REPORT

Solicitation Number: FIA/OHEP-14-003-S

**Attachment R**, the **OHEP Administrative Funds – Monthly Financial Status Report** is an Excel file, and is included as a separate attachment to this RFP.

## ATTACHMENT W – OHEP CLOSEOUT REPORT AND PROCEDURES



MARYLAND DEPARTMENT OF HUMAN RESOURCES

FAMILY INVESTMENT ADMINISTRATION

OFFICE OF HOME ENERGY PROGRAMS

CLOSEOUT REPORT AND PROCEDURES

CLOSEOUT INSTRUCTIONS

CLOSEOUT RECORD

 The OHEP state office requires that a Closeout Record (see pages 64 and 65) be maintained during the process of closing out the program year. It lists each task to be completed and provides space for the actual date completed and sign-off by the local OHEP director and explanatory comment in the event problems may have prevented completion of the task by the specified deadline. Forward the Closeout Record to the State Office on **May 30 and July 3 (final)**. This document is viewed as a management and planning tool for the OHEP program. Note any waivers requested in the designated column. Auditors require that this form be completed with signatures and dates as required. Failure to adhere to this audit requirement is counted as an audit exception for the non-complying LAA.

 Each LAA shall follow the instructions below for each activity required as part of the Closeout process. Please read the document completely, noting the requirements and deadlines. The instructions follow the list of tasks on the Closeout Record.

**April 15**

 All local agency supervisors need to begin a process of clearing all cases in pending or awaiting status for all programs (arrearage, bill assistance and MEAP). The Application List report provides a listing by status (In the OHEP Data System, go to Reports/Management/Application List report). Enter the date limits beginning with the start of the fiscal year through the period you need to review. Households subject to denial should be denied as soon as possible so that possible appeals or reapplication is done before May 1.

**April 30**

LAST DAY FOR RECEIPT OF NON-UTILITY MEAP APPLICATIONS

 April 30th is the last day for MEAP applications where the LAAS issue payments. The heating season is over. Applications where the local agency makes a payment to non-utility suppliers are taken only through April 30th. MEAP and EUSP applications for utility customers are to be taken through May 15th. After this date, applicants may request assistance for their secondary-heating source if a utility shut-off is imminent. LAAS should track the use of a secondary source when assigning a MEAP electric grant. EUSP applications are to be certified and EDSed as quickly as possible. MEAP applications, if over-income or missing information, are to be denied. For purposes of this action, sub-metered natural gas or electric is treated the same as a utility.

**May 13 - 14**

MEETING OF ALL LAA OHEP DIRECTORS

 The spring meeting of OHEP will be held at the Turf Valley in Ellicott City. Refer to the e-mail that was sent on instructions regarding registration for this meeting.

##### May 15

GENERATE AND PRINT APPLICANT REPORT

 Generate three versions of the Applicant Report -- selecting as the status Pending, Awaiting, and Certified. The report is located under Reports/Management. This will identify all records that have not been completely processed. Process all non-utility applications for payment or denial.

GENERATE AND PRINT THE ELIGIBILITY EXCEPTION REPORT

 This report identifies applicants which had a notice that was not complete (i.e., missing a paragraph, missing a denial reason). The report currently shows records for past years as well as the current year. Review only the current year records and make the necessary corrective action.

FINAL PAYMENTS TO NON-UTILITY FUEL SUPPLIERS

 All local payments to non-utility suppliers must be completed. For non-profits, if you do not have funds in your account, do not make a payment or commitments. LDSS should not make any additional MEAP payments.

**May 15**

**DSS LOCAL ADMINISTRATIVE BUDGETS DUE**

 Community Action Agencies are currently under contract and do not have to submit a budget. DSS agencies must submit their administrative budget requests for the upcoming year. These budget requests are due to the OHEP state office by the close of business on May 15. Budget Request forms for DSSs have already been distributed.

**May 15**

 **May 15 is the last day for the acceptance of MEAP and EUSP applications without a termination notice. Applicants subsequent to this date must present a termination notice. Otherwise the application is held over to the next Program Year.**

**May 20**

BULK SUPPLIERS LETTER PREPARED AND MAILED

 Mail a letter to MEAP non-utility energy suppliers by May 20 requesting refunds of undeliverable fuel benefits. You may use the Energy Delivery Record Report or the Payment Summary by Vendor Report. Both are located in the OHEP Data System under Reports/Fiscal.

 A draft for your letterhead is included with this document on pages 7 and 8. The supplier is to sign the attached form and return a copy. The letter is to be sent to all. Letters are to be returned by the suppliers by the close of business on May 30.

**May 20**

FUEL CONSUMPTION SURVEY MAILED TO LAAS

 The Fuel Consumption Survey collects data to determine the average home heating cost for the previous heating season. The OHEP state office will send the survey forms to the LAAS for non-utility energy suppliers by May 20. Each LAA completes the survey form by visiting the selected supplier(s) and collecting the requested data. The OHEP state office collects data from the utilities. It is important that the information is accurate. Send the completed survey to the OHEP by June 30.

 Please remember that the consumption report is a major requirement for updating the benefit matrix. Therefore, accuracy and completeness is important.

**May 30**

ABSOLUTE LAST DAY FOR RECEIPT OF MEAP AND EUSP UTILITY APPLICATIONS

 **LAAS must insist that customers complete applications (meaning all verifications must be received) by May 30. Households that have imminent utility shut-off notices must submit a completed application by May 30. All MEAP applications must be either in Awaiting or Denied status pending additional instructions. All applications received after May 30 will be considered for the next FY grant payment (beginning July 1). They will be entered with a July 1 date of application in the new program year database when it becomes available (mid-June).**

**May 30**

**SUBMISSION OF AUDITS**

 All scheduled audit reports are due to OHEP by May 30.OHEP is required to complete an audit status report in mid-June. **IMPORTANT REMINDER** - Resolve all audit exceptions and questions prior to sending the audit report to the state office. If resolution of audit issues requires the return of funds, please send the funds with the reports. If you need assistance with audit issues, please notify the OHEP office. **Notify OHEP in writing if your agency cannot provide the audit report by the close of business May 30.**

DEADLINE FOR MEAP NON-UTILITY ENERGY SUPPLIERS TO RETURN THE SIGNED BULK SUPPLIER FORM AND REFUNDS

 **Suppliers must return the completed Signed Supplier Delivery Form(s) with refunds of undelivered MEAP benefits to the LAA by the close of business May 30.** The Supplier Delivery Form is attached as page 62.

**May 30**

 Submit Section A of the Closeout Record to OHEP.

**June 2**

FINAL PROCESSING OF RECEIVED APPLICATIONS

GENERATE AND PRINT APPLICANT REPORT

 Generate the Applicant Report three times selecting as the status Pending, Awaiting, and Certified. This will identify all records that have not been completely processed. Complete all transactions and generate the report again. There should be no applications in Pending, Awaiting or Certified status.

 **The intent is to complete final processing (including payment) of all applications on file prior to June 2. However, all applications are to be certified or denied by the close of business May 30.**

 **Agencies having difficulty meeting this deadline should notify State OHEP prior to June 1th.**

GENERATE AND PRINT THE DUPLICATE APPLICATION REPORT

 Review the report and note the resolution duplication. Maintain the report for monitoring purposes next year.

REPORT ON DELINQUENT ENERGY SUPPLIERS

 To assure timely closeout, it is important that the State OHEP be made aware of Bulk Fuel Suppliers and/or not used benefits to be returned. Beginning June 2, LAAS shall notify the state office on a weekly basis of any energy suppliers that have not fulfilled this obligation. Fax the list of delinquent energy suppliers to the State OHEP at 410-333-0079.

**June 13**

**FINAL MEAP BENEFIT EXPENDITURE REPORT**

 The Final MEAP Benefit Expenditure Report is due by the close of business June 13. Include a check for any benefit funds due to be returned. Submission of the Final MEAP Benefit Expenditure Report indicates that the agency's records are reconciled to the expenditures reported. This means that fiscal information is recorded in all the applicable and appropriate places, including, but not limited to, the OHEP database, agency ledgers and check registers, expenditure reports and weekly workload reports.

**June 20**

DSS APPROVED ADMINISTRATIVE BUDGETS FOR THE NEXT FISCAL YEAR ISSUED

 OHEP forwards approved DSSs administrative budget amounts for the next FY to DSSs.

**June 30**

FUEL CONSUMPTION SURVEY DUE

 All Fuel Consumption Surveys should be sent to the state office by the close of business June 30.

**July 1**

NEW PROGRAM YEAR BEGINS

 The official start of application receipt is July 1.

**July 3**

 Submit Section B of the Closeout Record to OHEP.

LAA Agency Letterhead

Supplier Name

Dear OHEP Energy Supplier:

Enclosed is a statement of the amount of Maryland Energy Assistance Program (MEAP) funds that your company received from our agency for FY 20     . All grant assisted fuel should have been delivered during the current heating season and the use of funds has been posted in the name of the recipient household. Please review this information.

It is our understanding that the MEAP customers have not used all of the benefit funds received by your company. Unused balances must be accounted or refunded to this MEAP Office.

1. Return funds if the client is no longer a customer.
2. Your company may retain unused funds on customer's account for a future delivery or to pay an existing bill with your company. You must send a statement of the customer’s account balance before May 31,      .

Checks should be made payable to MEAP.

Please complete and return a signed copy of the attached form by June 2,      . Failure to do so may delay your participation in next season’s heating assistance program.

Thank you for your cooperation this past heating season. We are trying to get an early start on processing MEAP applications. Please urge your eligible customers to apply in August.

If you have any questions, please feel free to contact me at .

 Sincerely,

**BULK SUPPLIER DELIVERY FORM**

|  |
| --- |
| Name of Supplier: MEAP Account # |
| Address: |
| City State Zip |

Our company records agree with the amount that your MEAP office reported as having been sent to our company. This amount is $

Our staff has reviewed all accounts of customers that your office has sent MEAP grants. Our records indicate that all grant funds were totally used for MEAP customers.

We are refunding the following grants:

|  |  |  |
| --- | --- | --- |
| Name | Address | Amount |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |

Use additional sheets if necessary.

My signature affirms that the information provided here is true and correct. Delivery receipts are available to support all information given on the Energy Delivery Statements.

Energy Supplier Officer or Designee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_.

Return to LAA Address

**SECTION A:** FY       CLOSEOUT RECORD - MONITORING REPORT (Due by May 30)

 **Agency**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

| Closeout Task To Be Completed | CompletionDate | Actual DateCompleted |  OHEP Director | Waiver Requests, Explanations, or Comments(Use Additional Pages if Needed) |
| --- | --- | --- | --- | --- |
| Begin clearing of pending and awaiting cases | 4/15 |  |  |  |
| Last Day for Receipt of Non-Utility MEAP Applications | 4/30 |  |  |  |
| Meeting of all OHEP LAA Directors | 5/13-5/14 |  |  |  |
| Final Payments to Non-Utility Fuel Suppliers | 5/15 |  |  |  |
| Last day for the acceptance of MEAP and EUSP applications without a termination notice | 5/15 |  |  |  |
| DSS Administrative Budgets Due | 5/15 |  |  |  |
| Bulk suppliers letter mailed | 5/20 |  |  |  |
| Fuel Consumption Survey Mailed to LAAS  | 5/20 |  |  |  |
| Absolute Last Day for Receipt of MEAP and EUSP Utility Applications | 5/30 |  |  |  |
| Submission of Audits | 5/30 |  |  |  |
| Deadline for Non-Utility Energy Suppliers to Return the Signed Vendor Delivery Form(s) and Refunds | 5/30 |  |  |  |

Contact: Phone:

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

**ATTACH ANY ADDITIONAL NOTES TO THIS DOCUMENT**

**SECTION B:** FY       CLOSEOUT RECORD - MONITORING REPORT (Due by July 3)

 **Agency**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

| Closeout Task To Be Completed | CompletionDate | Actual DateCompleted |  OHEP Director | Waiver Requests, Explanations, or Comments(Use Additional Pages if Needed) |
| --- | --- | --- | --- | --- |
| Final Processing of Received Applications | 6/2 |  |  |  |
| Report on Delinquent Energy Suppliers | 6/2 |  |  |  |
| Final MEAP Benefit Expenditure Report | 6/13 |  |  |  |
| Send updated Copy of Closeout Record to OHEP State Office | 6/16 |  |  |  |
| Approved DSS Administrative Budgets for Fiscal Year 2015 Issued | 6/20 |  |  |  |
| Fuel Consumption Survey Due  | 6/30 |  |  |  |

Contact: Phone:

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

**ATTACH ANY ADDITIONAL NOTES TO THIS DOCUMENT**

## ATTACHMENT X – OHEP HOME HEATING CONSUMPTION SURVEY WINTER 2014-2015

Solicitation Number: FIA/OHEP-14-003-S

**Attachment X**, the **OHEP Home Heating Consumption Survey** is an excel file, and is included as a separate attachment to this RFP.

## ATTACHMENT Y – OHEP OUTREACH LOG

Solicitation Number: FIA/OHEP-14-003-S

**Attachment Y**, the **OHEP Outreach Log** is an excel file, and is included as a separate attachment to this RFP.

## ATTACHMENT Z – OHEP MONITORING LOG

**DEPARTMENT OF HUMAN RESOURCES**

**FAMILY INVESTMENT ADMINISTRATION**

**LOCAL ADMINISTERING AGENCY (LAA) MONITORING REPORT**

**MARYLAND ENERGY ASSISTANCE PROGRAM (MEAP**)

**And**

**ELECTRIC UNIVERSAL SERVICE PROGRAM (EUSP)**

**SITE VISIT FINDINGS**

**LAA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE OF VISIT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact Person(s) for this review (include phone number):**

 **1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Exit Interview with (include phone number): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OHEP Monitor(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Where appropriate, please write in yes or no.

**OUTREACH:**

1. What has the agency done to reach the following populations?

 A. Elderly/disabled population:

 Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 B. Persons with the lowest incomes with the highest energy burdens:

 Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. What is your most effective outreach tool?

 Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Local Training:**

1. How often are staff meetings held? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Have all workers been trained in confidentiality and computer security? \_\_\_\_\_\_

3. How many OHEP dedicated workers does your agency have? FT ­­­\_\_\_\_ PT\_\_\_\_

4. Are the following logs current?

 a. Complaint Log \_\_\_\_\_\_

 b. Hearing Log \_\_\_\_\_\_

 c. Other: ..................... \_\_\_\_\_\_

**Intake and Eligibility Process:**

1. Does the Agency have interview space that assures confidentiality? \_\_\_\_\_\_

2. Are there restrooms available for use by applicants? \_\_\_\_\_\_

3. Are the applications filled out and printed in the data base for the customer? ­­­\_\_\_\_\_\_

4. Are interviews being scheduled by appointment? \_\_\_\_\_\_

5. What is the average length of an interview? \_\_\_\_\_\_

6. What are the major issues in collecting and verifying income information?

 Comments/Issues of Concern:

7. Are customers files kept in a confidential and secure area? \_\_\_\_\_\_\_

8. What measures are used to ensure confidentiality with applications filed by employees?

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SAIL (Service Access and Information Link) Applications:**

1**.** Are you receiving any SAIL applications? \_\_\_\_\_\_

2. How are the applications tracked? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

3. What are the major issues/concerns in processing the applications?

 Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Applicant Pending Procedures:**

1. Number of applications pending computer data entry today: \_\_\_\_\_\_\_

 **MEAP EUSP**

2. Number of applications awaiting certification: \_\_\_\_\_\_ \_\_\_\_\_\_

3. Number of applications pending household information: \_\_\_\_\_\_ \_\_\_\_\_\_

4. Where are your pending files?

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

5. How are files pending agency action or household information tracked?

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

6. How many applications are pending over 15 Days from the date of the monitoring visit?

**Denial Procedures:**  MEAP EUSP

1. The percentage of denials to applications taken is \_\_\_\_\_% \_\_\_\_\_%

 **(OHEP will** c**alculate the percentage by dividing the type of applications taken into the number of denials.)**

2. The main reason for denials is

**Potential Fraud Situations:**

1. Have any potential or actual fraud cases been reported?

 If yes, give further information:

1. How many fraud cases been referred to Office of Inspector General (OIG)? \_\_\_\_\_\_\_\_\_

1. Are the fraud posters visible? \_\_\_\_\_\_\_\_
2. What local special measures are used to prevent fraud?

**Fiscal Administrative Expenditures:**

1. Are current signed financial monthly reports on file?

 With the Program Director? \_\_\_\_\_\_

 With the Fiscal Office? \_\_\_\_\_\_

2. What is the status of last year's audit? Read OHEP part of audit.

 Comments:

3. How many appeals requested?

**Utility Company Contact Procedure:**

1. Who is your LAA’s local utility company? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

2. What is your LAA’s process for obtaining customer kilowatt-hour, therm usage and arrearage information from the local electric company?

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

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**Computer Information:**

1. Have you/your staff been experiencing any connectivity difficulties? If yes, please detail. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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2. What is the number of data entry workstations that your LAA has operational? \_\_\_\_\_

 Comments/Issues of Concern:

3. Do all workers using the OHEP data system have their own log-on? \_\_\_\_\_\_\_\_

4. Have log-on it’s for all former employees been deleted? \_\_\_\_\_\_\_\_

**Monitoring for Contract Deliverables:**

Are the following contract deliverables current and on file at the state OHEP office?

 a. Annual Outreach Plan \_\_\_\_\_

 b. Monthly Outreach Logs \_\_\_\_\_

 c. Annual Crisis Plan \_\_\_\_\_

**SAMPLE REVIEW**

Does the sample of certified applications (both mail-in and regular) by categories listed

Below meet the Minimum State standards?

 95% accuracy to determine eligibility/grant and

 90% accuracy in transcribing information in the applicant file

 (See the summary and worksheets for applicant file review)

Sample categories are:

 1. Wage earners (at least 3)

 2. Fixed Income (at least 3)

 3. Zero Income (at least 2)

 4. Energy Crisis Assistance (at least 2)

 5. Subsidized Housing (at least 2)

 6. Renters where heat is included in the rent (at least 2)

 7. Renters where heat is not included in the rent (at least 2)

 8. Roomers and/or boarders (at least 1)

 9. Self-employed (at least 1)

 10. Level 1 Utility user (at least 1)

 11. Direct payment (at least 2)

DOES THE SELECTED SAMPLE REVIEW?

1. Assure that households applying for energy crisis grant receive assistance

 within the specified time frames? \_\_\_\_\_\_

2. Confirm that local internal control system assures that services are provided

 only to eligible participants? \_\_\_\_\_\_

3. Confirm that homeowners and renters are treated equitably? \_\_\_\_\_\_

4. Confirm that assistance was provided to households with the lowest income

 that pays a high proportion of their income for home energy? \_\_\_\_\_\_

5. Confirm that all recipient households received a notification of the amount of their

 assistance and the name of the energy supplier? \_\_\_\_\_\_

6. Is the LAA following Operations Manual procedures in the

 a. Application Process \_\_\_\_\_\_

 b. Crisis Assistance Application Process \_\_\_\_\_\_

 c. Utility Service Protection Program \_\_\_\_\_\_

 d. Zero income applications \_\_\_\_\_\_

 e. Family Energy Services (FES) procedures \_\_\_\_\_\_

 f. Applicant file organization \_\_\_\_\_\_

 g. Quality Control (Certification Procedures) \_\_\_\_\_\_

**Summary Sheet-Certified File Review:**

 Sample size \_\_\_\_\_\_

I. Applicant's documents compared with data management system data file's hard copy or

 household notification letter.

 1. Name, address, etc. consistent \_\_\_\_\_\_

 2. Supplier name, code, fuel type consistent \_\_\_\_\_\_

II. Application, Income Area, Documentation Review

1. 3. Proof of identity \_\_\_\_\_
2. 4. Proof of residence \_\_\_\_\_

 5. Number in household consistent with documents (income) \_\_\_\_\_\_

 6. SS cards for all adults and children over 2 \_\_\_\_\_\_

 7. Documentation recorded correctly \_\_\_\_\_\_

 8. Household numbers consistent \_\_\_\_\_\_

 9. Dated legible signatures of two different LAA staff; no initials \_\_\_\_\_\_

 10. Dated household benefit notification letter in file or available on the database \_\_\_\_\_\_

 11. Kilowatt and/or therms recorded correctly \_\_\_\_\_\_

 12. Application completed \_\_\_\_\_\_

 Total \_\_\_\_\_\_

 \*ADMINISTRATIVE ERROR RATE IS \_\_\_\_\_\_\_%

III. Accuracy of Computations and Documentation of Eligibility

 1. Sufficient documentation \_\_\_\_\_\_

 2. Income transcribed accurately \_\_\_\_\_\_

 3. Grant amount correct \_\_\_\_\_\_

 Total \_\_\_\_\_\_

 PAYMENT ERROR RATE IS \_\_\_\_\_\_%

\* **Administrative** **error rates are calculated by dividing the sample size x 12 into the sum of errors**.

**\*\*Payment error rates are calculated by dividing the sample size x 3 into the sum of errors.**

**GENERAL COMMENTS SECTION**

**K;monitoring\OHEP monitoring document-revised FY2014.doc**

**J. Wilson**

APPLICATION/CERTIFIED: PAID FILES

LAA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Review Completed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Code: Yes - Blank No - X Sample Size: \_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  APPLICANT NAME |  1 |  2 |  3 |  4 |  5 |  6 |  7 |  8 |  9 |  10 |  11 |  12 |  1 |  2 |  3 |  COMMENTS |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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## ATTACHMENT AA – OHEP QUARTERLY INVOICE

OHEP QUARTERLY INVOICE

Contractor’s Name:

Address:

Contract Number:

Federal Tax I.D. #:

Purchase Order #:

Month of Service/Year:

Telephone #: Fax #:

Bill To:

Stacey Pollitt, Procurement Specialist

Office of Home Energy Programs

311 W. Saratoga Street, 2nd Fl.

Baltimore, MD 21201

Telephone #:410-767-0771 Fax #: 410-333-0079

Reporting Period:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **Annual Budget** | **Year-to-Date****Expenditure** | **Available Balance** | **Quarterly Invoice Amount** (1/4 of Annual Budget) |
| $ | $ | $ | $ |

Name and Title (must sign in blue ink) Date

|  |
| --- |
| **FOR OFFICE OF HOME ENERGY PROGRAMS USE ONLY** |
| Approved By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## ATTACHMENT BB – OHEP INTAKE SUMMARY BY COUNTY BY FY 2005 THROUGH 2013

Solicitation Number: FIA/OHEP-14-003-S

**Attachment BB**, the **OHEP Intake Summary by County by FY 2005 through FY 2013** is an excel file, and is included as a separate attachment to this RFP.

## ATTACHMENT CC – CRIMINAL BACKGROUND CHECK AFFIDAVIT

I HEREBY AFFIRM THAT:

I am the        (Title)        at        (Contractor)        (the “Contractor”) and I possess the legal authority to make this Affidavit on behalf of myself and the Contractor.

I hereby affirm that the Contractor has obtained a Maryland State Police and/or FBI background check on every employee, temporary employee, contractor, agent, or other personnel (the “Workforce”) assigned to participate in the scope of work described in the Request for Proposals issued by the Department of Human Resources (the “Department”), Agency Control Number: FIA/OHEP-14-003-S dated September 22, 2014 (the “RFP”).

I hereby affirm that the Contractor has not assigned any member of the Workforce who has a criminal record to participate in the scope of work of the RFP without obtaining the prior written authorization of the Department for such an assignment.

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.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_