



*Maryland's Human Services Agency*

REQUEST FOR GRANT PROPOSALS (RFGP)  
For  
CSA Access & Visitation Programs

SOLICITATION NO. CSA/AV/22-001-S

**Issue Date: February 28, 2022**

**NOTICE**

A Prospective Applicant that has received this document from the Department's website located at [www.DHS.maryland.gov](http://www.DHS.maryland.gov), 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 RFGP, should immediately contact the Procurement Officer and provide the Prospective Applicant's name and mailing address so that addenda to the RFGP or other communications can be sent to the Prospective Applicant.

**Minority Business Enterprises are Encouraged to Participate in this RFGP Process**

## NOTICE TO VENDORS

Maryland Wants to Do  
Business with You

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In order to help us improve the quality of State solicitations, and to make our competitive grant 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, **Audrey Torriente at [Audrey.torriente1@maryland.gov](mailto:Audrey.torriente1@maryland.gov)**

**Please let us know why you are not responding. (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):

Proposal Number: CSA/AV/22-001-S Entitled: CSA Access & Visitation Programs

Your comments will help us improve the competitive grant process.

**Thank You.**

**STATE OF MARYLAND  
DEPARTMENT OF HUMAN SERVICES**

**RFGP KEY INFORMATION SUMMARY SHEET**

**Request for Grant Proposals:** CSA Access and Visitation Program

**Solicitation Number:** CSA/AV/22-001-S

**RFGP Issue Date:** February 28, 2022

**RFGP Issuing Office:** Maryland Department of Human Services  
Child Support Administration

**Procurement Officer:** Audrey Torriente  
Department of Human Services  
311 W. Saratoga Street, 9th Floor  
Baltimore, Maryland 21201-3500  
Telephone Number: (410) 767-6395  
E-mail: [audrey.torriente1@maryland.gov](mailto:audrey.torriente1@maryland.gov)

**State Project Manager:** Arlette Thomas-Fletcher  
Child Support Administration  
311 West Saratoga Street, Room  
Baltimore, MD 21201  
Telephone Number: (410) 767-2799  
Work Cell: (443) 257-3605  
Fax: (410) 333-0952  
Email: [Arlette.Thomasflether@Maryland.Gov](mailto:Arlette.Thomasflether@Maryland.Gov)

**Proposals are to be sent to:** Audrey Torriente, Procurement Officer  
Same email address as above

**Pre-Proposal Conference:** March 15, 2022 – 9:00am (local time)  
Via Google Meets – will be provided at release

**Closing Date and Time:** April 15, 2022

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## SECTION 1 - GENERAL INFORMATION

### **1.1 Summary Statement**

The Department of Human Services (Department or DHS), Child Support Administration (CSA), intends to acquire the services of multiple Grantees to operate programs providing access and visitation services to non-custodial parents and their children. The services include mediation (both voluntary and mandatory), counseling, education, development of parenting plans, visitation enforcement (including monitoring, supervision and neutral drop-off and pick-up), and maintaining and implementing standard procedures to maximize safety for all persons, including the children.

The Department intends to award up to five (5) Grants (one grant award per region – see chart in section 3.1) to the highest ranked Applicants as a result of this RFGP.

Applicants may not submit a Proposal for more than one region.

Eligible applicants include public, non-public, or private organizations in the State. There is a 10% in-kind match required of all Grantees for this solicitation.

The grants will be awarded for approximately four (4) years with an estimated start date of July 1, 2022 and end date of September 30, 2026. The total Grant amount combined for all regions may not exceed \$157,508 per year. Each grant award under this solicitation will receive a portion of that amount based on the regions awarded.

### **1.2 Abbreviations and Definitions**

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

**Access and Visitation):** The manner in which the State promotes the parental involvement roles of non-custodial parents with their children.

**Applicant** – An entity that submits a Proposal in response to this RFGP.

**Arrearage:** Past due, unpaid child support owed by the non-custodial parent. If the parent has arrearages, s/he is said to be "in arrears".

**Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below).

**COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).

**Custodial Parent:** individual with whom the child maintains a primary residence.

**Department or DHS** – Maryland State Department of Human Services. Maryland’s fourth largest State agency, established to administer the State’s public assistance, social services, child support, and community services programs.

**Dun and Bradstreet:** A leading source of commercial information and insight on businesses. A Dun and Bradstreet report and rating is one of the documents used to show that the Applicant has the capacity in all respects to perform fully the Grant requirements and the fiscal integrity and reliability to assure good faith performance.

**eMMA – eMaryland Marketplace Advantage:** The State of Maryland’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.

**Federal Office of Child Support Enforcement (OCSE)** – The Federal headquarters of the State’s Child Support Offices.

**Go-Live Date** – The date when the Grantee must begin providing all services required by this solicitation.

**Grant** – The Grant awarded to the successful Applicant pursuant to this RFGP. The Grant will be in the form of **Attachment A**.

**Grant Commencement** - The date the Grant is signed by the Department following any required approvals of the Grant, including approval by the Board of Public Works, if such approval is required. See Section 1.3.

**Grantee:** The selected Applicant that is awarded a Grant by the State. The eligible recipient of a grant, often (but not always) a nonprofit entity, educational institution, business or an individual.

**Grantor:** The Department of Human Services – Child Support Administration – also the recipient of the Federal Award.

**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.

**Mediation:** Court-ordered or community-based services involving professionals (certified and trained as family mediators) who meet with both parents to: a. resolve parenting disputes; b. develop a parenting plan and visitation agreement; and c. increase non-custodial parenting time with children. Under the Access and Visitation Grant program, mediation may be voluntary or mandatory.

**Neutral Drop Off Sites:** Places where children can be safely transferred from the custodial parent to the non-custodial parent for purposes of visitation in accordance with a parenting plan.

**Non-Custodial Parent:** The parent who does not have primary care, custody, or control of the child, and has an obligation to pay child support; also referred to as the obligor.

**Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday, except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov)  
keyword: State Holidays.

**Notice to Proceed (NTP)** – A written notice from the State Project Manager that, subject to the conditions of the Grant, work under the Grant 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 Grant for the actual delivery of services as described in this solicitation. After Grant Commencement, additional NTPs may be issued by either the Procurement Officer or the State Project Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

**Obligor:** Same as Non-Custodial Parent.

**Parenting Plan:** A court ordered or mediated agreement between the custodial parent and the non-custodial parent outlining the terms and conditions for access and visitation.

**Parenting Time:** The Court determines what is in the best interest of the child, and ensures that the child has visitation or parenting time with the custodial and non-custodial parent.

**Procurement Officer** – Prior to the award of any Grant, the sole point of contact in the State for purposes of this solicitation. After the Grant award, the Procurement Officer has responsibilities as detailed in the Grant (Attachment A), including being the only State representative who can authorize changes to the Grant. The Department may change the Procurement Officer at any time by written notice to the Grantee.

**Proposal** – As appropriate, either or both of an Applicant’s Technical or Financial Proposal.

**RFGP:** This Request for Grant Proposals issued by the Department of Human Services, Solicitation Number CSA/AV/22-001-S dated February 28, 2022, including any addenda.

**Satellite Drop Off Sites:** Neutral drop off sites located away from the Grantees’ headquarters facility.

**State** – The State of Maryland.

**State Project Manager (SPM)** – The State representative for this Grant who is primarily responsible for Grant administration functions, including issuing written direction, invoice approval, monitoring this Grant to ensure compliance with the terms and conditions of the Grant, and achieving completion of the Grant on budget, on time, and within scope.

**Title IV-D:** That portion of the United States Code Annotated, Title 42, Chapter 7 (the “Social Security Act”), that governs the Child Support Administration Program.



**Visitation Enforcement:** Visitation Enforcement is a requirement for cases of court ordered visitation requirements. Court orders often require the Grantee to report regularly to the court regarding compliance with Access and Visitation orders.

**Visitation:** Court orders or mediated arrangements for non-custodial parents to spend time with their children.

**Working Day(s)** – Same as “Business Day(s).”

### **1.3 Grant Duration**

1.3.1 The Grants awarded as a result of this solicitation shall be for approximately four (4) years with an estimated start date of July 1, 2022 and end date of September 30, 2026.

1.3.2 As of the Go-Live Date contained in a Notice to Proceed (see Section 1.2 definition), the Grantee shall perform all activities required by the Grant, including the requirements of this solicitation, and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal.

1.3.3 Multi-Year Grant

- A. This is a multi-year Grant. The required services as provided for in Section 3 shall be provided for the entire Grant period. The Grant term is for approximately four (4) years.
- B. An annual award amount will be provided after Award of the Grantees. It is anticipated that the annual award shall be the same amount for each year throughout the entire period of performance. Year one (1) term period is approximately twelve (12) months but will receive the exact same award amount as years 2-4 of the Grant. No increases to the annual award shall be permitted for the life of the Grant.
- C. The multi-year Grant shall be canceled automatically if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first. Funding for any Grant(s) resulting from this RFGP is dependent upon appropriations from the Maryland General Assembly and the federal Office of Child Support Administration.
- D. The State’s Project Manager shall notify the Grantee in a timely manner if the funds are not available for the continuation of the Grant for each succeeding fiscal period.

1.3.4 The Grantee’s obligations to pay invoices to subcontractors that provided services during the Grant term, as well as the audit, confidentiality, document retention, and

indemnification obligations of the Grant (see Attachment A) shall survive expiration or termination of the Grant and continue in effect until all such obligations are satisfied.

#### **1.4 Procurement Officer**

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

**Audrey Torriente**  
Procurement Officer  
Department of Human Services  
311 W. Saratoga Street, 9<sup>th</sup> Floor  
Baltimore, MD 21201  
Phone Number: (410-767-6395)  
E-mail: **audrey.torriente1@Maryland.Gov**

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

#### **1.5 State Project Manager**

The State Project Manager is:

**Arlette Thomas-Fletcher**  
State Project Manager  
Department of Human Services  
311 West Saratoga Street  
Baltimore, MD 21201  
Phone Number: (410) 767-2799  
Fax Number: (410) 333-6298  
E-mail: **Arlette.ThomasFletcher@maryland.gov**

The Department has delegated responsibility for the management of this Grant to the individual named above. The State Project Manager has the sole authority to order the Grantee to take specific actions that the Department deems appropriate that are consistent with the terms of the Grant. The Department may change the State Project Manager at any time by written notice.

The State Project Manager, at his/her discretion, may identify a designee to utilize such authority as described above. Anytime the State Project Manager is listed throughout the RFGP, such identification shall be construed to include a designee, who shall be identified in writing to the Grantee by the State Project Manager. Such written identification will typically occur via email.

## 1.6 Pre-Proposal Conference

A Pre-Proposal Conference (Tele-Conference) will be held virtually on March 15, 2022 beginning at 9:00am Local Time, via tele-conference. All prospective Applicants are encouraged to attend in order to facilitate better preparation of their Proposals.

The Tele-Conference will be transcribed. As promptly as is feasible subsequent to the tele-conference, a transcription of the tele-conference and all questions and answers known at that time will be distributed to all prospective Applicants known to have received a copy of this RFGP. This transcript, as well as the questions and answers, will also be posted on the DHS website.

Please e-mail the Pre-Proposal Conference Response Form to the Procurement Officer no later than **March 11, 2022 - 2:00pm Local Time**. The **Pre-Proposal Conference Response Form** is included as **Attachment C** to this RFGP. In addition, if there is a need for sign language interpretation and/or other special accommodations, please notify the Procurement Officer no later than **Friday, March 11, 2022**. The Department will make a reasonable effort to provide such special accommodation.

## 1.7 Questions

Written questions from prospective Applicants 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: **audrey.torriente1@Maryland.Gov**. Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Applicants 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. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the RFGP in sufficient time for the answer to be taken into consideration in the Proposal.

The statements and interpretations contained in responses to any questions, whether responded to orally or in writing, are not binding on the Department unless it issues an amendment in writing.

## **1.8 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 e-mail address listed on the Key Information Summary Sheet, no later than **April 15, 2022 – 10:00am** Local Time on **April 15, 2022 – 10:00am** in order to be considered.

Requests for extension of this time or date will not be granted. Except as provided in COMAR 21.05.03.02 F and 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 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 RFGP immediately following the Title Page.

## **1.9 Multiple or Alternate Proposals will not be accepted**

## **1.10 Economy of Preparation**

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

## **1.11 Public Information Act Notice**

An Applicant 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., General Provisions Article, Title 4, Subtitle 3. (Also, see RFGP 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.

Applicants 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.

### **1.12 Award Basis**

The Grants shall be awarded to the responsible Applicant(s) submitting a Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFGP for providing the goods and services as specified in this RFGP. See RFGP Section 5 for further award information.

### **1.13 Oral Presentation**

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

### **1.14 Duration of Proposal**

**Proposals submitted in response to this RFGP are irrevocable for 120 days following the closing date for submission of Proposals or best and final offers if requested. This period may be extended at the Procurement Officer's request only with the Applicant's written agreement.**

### **1.15 Revisions to the RFGP**

If it becomes necessary to revise this RFGP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Applicants that were sent this RFGP or which are otherwise known by the Procurement Officer to have obtained this RFGP. In addition, addenda to the RFGP will be posted on the Department's procurement web page. It remains the responsibility of all prospective Applicants to check the website for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Applicants 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 RFGP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Applicant's Technical Proposal. Acknowledgement of the receipt of addenda to the RFGP 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 Applicant from complying with the terms, additions, deletions, or corrections set forth in the addendum.

## 1.16 Cancellations

The State reserves the right to cancel this RFGP, accept or reject any and all Proposals, in whole or in part, received in response to this RFGP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Applicants 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 Grant based upon the written Proposals received without discussions or negotiations.

## 1.17 Incurred Expenses

The State will not be responsible for any costs incurred by any Applicant 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.

## 1.18 Applicant Responsibilities

The selected Applicant shall be responsible for all products and services required by this RFGP. All subcontractors must be identified and a complete description of their role relative to the Proposal must be included in the Applicant's Proposal.

If an Applicant that seeks to perform or provide the services required by this RFGP is the subsidiary of another entity, all information submitted by the Applicant, 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 Applicant, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Applicant's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Applicant under this Section will not automatically result in crediting the Applicant with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Applicant's experience and qualifications. Instead, the Applicant 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 Applicant, the parent is directly involved in the performance of the Grant, and the value of the parent's participation as determined by the State.

## 1.19 Mandatory Grant Terms

By submitting a Proposal in response to this RFGP, an Applicant, if selected for award, shall be deemed to have accepted the terms and conditions of this RFGP and the **Grant**, attached herein as **Attachment A**. Any exceptions to this RFGP or the Grant shall be clearly identified in the Executive Summary of the Technical Proposal. **A Proposal that takes exception to these terms may be rejected (see RFGP Section 4.4.2.4).**

## **1.20 Bid/Proposal Affidavit**

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

## **1.21 Compliance with Laws/Arrearages**

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

By submitting a response to this solicitation, each Applicant 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 Grant if selected for Grant award.

## **1.22 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 <https://dat.maryland.gov/Pages/sdatforms.aspx>.

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

## **1.23 False Statements**

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

1.23.1 In connection with a solicitation 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.

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

1.23.3 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.

#### **1.24 Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Applicant agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for Grants exceeding \$100,000. The selected Applicant 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: <https://dda.health.maryland.gov/Pages/Developments/2015/gadx-10.pdf>

#### **1.25 Prompt Payment Policy**

This solicitation and the Grant(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) 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 contracts/grants. Additional information is available on GOSBA's website at: <http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

#### **1.26 Electronic Procurements Authorized**

1.26.1 The following transactions are authorized to be conducted by electronic means on the terms described. "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, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. DHS's website), and electronic data interchange.

- A. The Procurement Officer may conduct the RFGP using the DHS website, e-mail or facsimile to issue:
1. the solicitation (e.g. the RFGP);
  2. any amendments;
  3. Pre-Proposal Conference documents;
  4. questions and responses;
  5. communications regarding the solicitation or proposal to any Applicant including requests for clarification, explanation, or removal of elements of an Applicant's Proposal deemed not acceptable; and



6. notices of award selection or non-selection.

B. An Applicant or potential Applicant may use e-mail to:

1. ask questions regarding the solicitation; and
2. 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.

C. The Procurement Officer, the State Project Manager and the Grantee may conduct day-to-day Grant administration, except as outlined in section B of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or State Project Manager.

1.26.2 The following transactions related to this Grant and any Grant awarded pursuant to it are ***not authorized*** to be conducted by electronic means:

- A. submission of documents determined by DHS to require original signatures (e.g. Grant execution, Grant modifications, etc.); or
- B. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Grantee or Applicant be provided in writing or hard copy.

1.26.3 Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person(s) as provided in the RFGP, the Grant, or at the direction from the Procurement Officer or State Project Manager.

## **1.27 Federal Funding Acknowledgement**

1.27.1 There are programmatic conditions that apply to this Grant due to Federal funding. (see Attachment E and **Addendum**). **The total amount of federal funds allocated for the Child Support Administration is \$ \$30,570,163 in Maryland State fiscal year '22. This represents 58% 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.**

1.27.2 This Grant contains federal funds. The source of these federal funds is: State Access and Visitation Program via the Administration for Children & Families. **The CFDA number is 93.563.** The conditions that apply to all federal funds awarded by the Department are contained in **Federal Funds**, Attachment E and **Addendum**. Any additional conditions that apply to this particular federally funded grant are contained as supplements to **Federal Funds** Attachment E and **Addendum** and Applicants are to complete and submit these Attachments with their Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Applicant's intent to comply with all conditions, which are part of this Grant.

### **1.28 Conflict of Interest Affidavit and Disclosure**

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

### **1.29 Non-Disclosure Agreement**

All Applicants are advised that this solicitation and any resultant Grant(s) are subject to the terms of the **Non-Disclosure Agreement (NDA)** contained in this solicitation as **Attachment G**. This Agreement must be provided within five (5) Business Days of notification of proposed Grant award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

### **1.30 HIPAA - Business Associate Agreement**

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

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## **SECTION 2 – MINIMUM QUALIFICATIONS**

### **2.1 Applicant Minimum Qualifications**

There are no Offeror Minimum Qualifications for this procurement.

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## SECTION 3 – SCOPE OF WORK

### **3.1 Background and Purpose**

The State is issuing this solicitation for the purposes of identifying organizations that will provide a variety of Access and Visitation (AV) Services in accordance with Federal OCSE Access and Visitation Grant Program policy. The overall goal of this solicitation is to increase parenting time for non-custodial parents and their children with the hope of increasing compliance of child support payments by the non-custodial parents.

Customers to be served consist of non-custodial parents, absent fathers, or parents of children that receive Title IV-D funds. Grantees' AV programs must be designed to target this population and facilitate visitation between non-custodial parents and their children as well as encourage compliance with child support orders. Additionally, grantees are expected to work with their local Child Support Office, judiciary authority and community partners to best serve the target population.

Since 1992, the Department has provided comprehensive employment and support services to fathers who are at risk of forsaking their parental responsibilities. With funding from the OCSE's AV Grant Program, Maryland, through the competitive grant process, has been able to build on its successful series of father-focused services by developing programs that facilitate access and visitation between non-custodial parents and their children.

In Federal Fiscal Year 2019, Maryland's Child Support Program totaled 183,294 cases, approximately 87% (159,030) of which had child support orders. Of those with child support orders, 151,383 were in arrears and, of those in arrears, 106,823 approximately 71% made overdue payments.

In Federal Fiscal Year 2020, Maryland's Child Support Program totaled 179,984 cases, approximately 86% (154,631) of which had child support orders. Of those with child support orders, 146,389 were in arrears and, of those in arrears, 112,158 approximately 77% made overdue payments.

In Federal Fiscal Year 2021, Maryland's Child Support Program totaled 173,362 cases, approximately 86% (149,793) of which had child support orders. Of those with child support orders, 134,647 were in arrears and, of those in arrears, 94,189 approximately 70% made overdue payments.

NOTE: The calculations are from the OCSE 157 Annual Performance Report which is received from the U.S. Department of Health and Human Services Administration for Children and Families Office of Child Support Enforcement. This is an annual report titled the Child Support Enforcement Annual Data Report.

According to the U.S. Department of Health and Human Services, Office of Inspector General, non-custodial parents who have their access and visitation disputes mediated are more likely to have increased involvement with their children and pay more child support. Although Federal and State child support guidelines ensure the enforcement of a non-

custodial parent's financial and medical support obligations, there is no comparable mandate that ensures a non-custodial parent's right to visitation.

According to the annual Federal "State and Local Child Access Program Survey" for Federal Fiscal Year 2019, Maryland Access and Visitation vendors served 561 parents and caretakers and 274 children. Non-custodial parents participated in 305 mediation activities, 56 counseling sessions and customers had developed 339 parenting plans. Additionally, vendors provided 140 supervised visitation and visitation enforcement activities including therapeutic monitoring, supervised visitation, and neutral drop-off services. This data coupled with child support caseload and collection statistics indicate the continued need for access and visitation services in Maryland.

According to the annual Federal "State and Local Child Access Program Survey" for Federal Fiscal Year 2020, Maryland Access and Visitation vendors served 533 parents and caretakers and 432 children. Vendors provided 31 mediations, 138 parenting plans, 582 supervised visitation and 105 visitation enforcement activities including therapeutic monitoring, supervised visitation, and neutral drop-off services. This data coupled with child support caseload and collection statistics indicate the continued need for access and visitation services in Maryland.

The chart below provides a summary of the AV reporting activity and program participants between 2018-2020. The data provided above and, in the chart, below are provided for historical purposes only and not a guarantee of actual participants or customers to be served.

**REGIONAL TABLE – 2018 - 2020**

<b>REGIONS</b>	<b>JURISDICTIONS</b>	<b>PARENTS SERVED 2018-2020</b>
<b>Western</b>	<b>Garrett, Allegany and Washington Counties</b>	0
<b>Capital</b>	<b>Frederick, Montgomery and Prince George’s Counties</b>	802
<b>Central Maryland</b>	<b>Baltimore City, and Anne Arundel, Baltimore Carroll, Harford, and Howard Counties</b>	633
<b>Southern Maryland</b>	<b>Calvert, Charles, and St Mary’s Counties</b>	0
<b>Eastern Shore Maryland</b>	<b>Kent, Queen Anne’s, Talbot, Caroline, Wicomico, Somerset, Worcester, Cecil and Dorchester Counties</b>	299

- *Regions with zero did not have a program serving in this region*
- *The individuals served may have been reduced due to the pandemic during 2020.*

## 3.2 Scope of Work - Requirements

### 3.2.1 PROGRAM REQUIREMENTS

The Grantee shall:

- A. Provide the services as required under this RFGP within 30 miles of the Local Child Support Office, in the jurisdiction servicing.
- B. Accept written referrals of customers with child support cases from the court system, the local and State child support agencies, other sources such as local departments of social services, community groups, and self-initiated referrals from non-custodial parents. Referrals may be made via mail, fax, and email.
- C. Provide Mediation Services (including Conflict Resolution services) as referred or ordered by the Court.
  1. A mediator who receives a referral or order from a court to conduct mediation shall screen for the occurrence of domestic or family violence between the parties. A mediator shall not engage in mediation when it appears to the mediator or when either party asserts that domestic or family violence has occurred unless:
    - a. Mediation is requested by the victim of the alleged domestic or family violence;
    - b. Mediation is provided in a specialized manner that protects the safety of the victim by a certified mediator who is trained in domestic and family violence; and
    - c. The victim is permitted to have in attendance at mediation a support person of his or her choice, including but not limited to an attorney or advocate.
- D. Remote Mediation Efforts
  1. Ensure parties with parenting time disputes can participate in the mediation process remotely.
  2. Provide remote mediation at no additional cost to the participants. However, the participant will be responsible for the cost of owning and maintaining a computer or telephone equipment and connecting them to the internet or to phone service.
  3. Assist parties with internet and phone access limitations.

4. Provide for the return to a regular in-person mediation process if the remote process does not work out for the participants.
  5. Ensure that non-English speaking and disabled parties will be able to participate in remote mediation.
  6. Ensure that parties will be able to communicate privately with their attorneys during the remote mediation.
  7. Ensure that the Mediation Confidentiality Agreement (EXHIBIT 3) is signed by the parties to ensure that only the parties who are a part of the mediation will be present during the virtual meeting.
- E. Conduct an assessment to assist in the development of the Parenting Plan that should, at a minimum, identify any history of domestic violence or child abuse or neglect that would impact the negotiation or implementation of an appropriate parenting plan. The assessment shall guide the Grantee's determination of appropriate security mechanisms that will be implemented to protect the safety of all persons involved in each case.
- F. Provide a neutral forum for the non-custodial and custodial parent to discuss the development of the Parenting Plan, to establish the visitation schedule and any adjustments to either document.

At a minimum the Parenting Plan shall include:

1. Visitation schedule agreed upon by both parties
  2. Financial literacy education (e.g. budget management; job development)
  3. Parenting skills education
  4. Communication techniques for the family
- G. Unless otherwise specified, develop a Parenting Plan within thirty (30) days of receiving a referral and implement immediately after each party has agreed to the visitation schedule.
- H. As a part of on-going case management, evaluate the customers' progress relative to the documented Parenting Plan goals and objectives no less than quarterly. When needed, the Grantee shall propose new strategies designed to achieve the goals and objectives or to propose modifications to the Parenting Plan. Maintain a case record of all actions and encounters with both the non-custodial and custodial parent. The case record shall include:
1. Demographic information of each parent and child in the case, including, but not limited to, full name, date of birth, marital status, race, gender, highest education level achieved and annual income;
  2. Case management information;
  3. Child support payments data;

4. Any mechanisms recommended or implemented to ensure the safety of persons involved in the case;
  5. Any parenting plan or other agreements involved in the case;
  6. Documentation of all communication and interactions between the Grantee and the non-custodial and/or custodial parent, and all communication between the Grantee and the referral source; and
  7. Progress notes, including reasons for closing cases.
- I. Maintain the confidentiality of customer records at all times.
- J. Provide services designed to assist clients in implementing the Parenting Plan. Such services may include case management services:
1. therapeutic, monitored, or supervised visitation;
  2. counseling services;
  3. anger management skills training;
  4. other conflict resolution services as required by the referral source.
  5. Utilize Satellite Visitation conflict resolution services as required by the referral source. Utilize Satellite Visitation Locations, if necessary and appropriate, for supervised visits, parent-child interactions, counseling, and/or other Grantee meetings with the child and family members.
- K. Provide counseling services as ordered by the court. Counseling services must be provided by personnel who have licenses equivalent to or exceeding those of licensed social workers (LCSW) or licensed professional counselors (LPC).
- L. Unless otherwise directed or ordered by the Federal OCSE and State, Grantees provide services to a customer until at least one of the following conditions occurs:
1. The Parenting Plan goal(s) is achieved.
  2. There is a change in the Parenting Plan such that Grantee's services are no longer required.
  3. Either parent requests termination of services.
  4. Program staff determines that the service is no longer needed.
- M. Notify the referral source of each customer's status and outcomes as required by the referral source.
- N. Provide appropriate security at AV program locations, including maintaining and implementing procedures to maximize safety for all persons, including the children. These procedures should include domestic violence safeguard protocols



to ensure the safety of both parents as well as the children. At a minimum these safeguards shall include:

1. Pre-scheduled visitation dates and times;
  2. Staggered drop-off and pick-up times for custodial and non-custodial parents;
  3. Separate entrances for custodial and non-custodial parents;
  4. Restriction of visits to only family members identified within the visitation referrals;
  5. Security officers trained to observe and intervene as appropriate; and
  6. Not charge fees for services to its customers in cases involving children who receive assistance under Title IV-D.
7. Coordinating exchange of written rather than oral communication between custodial and non-custodial parents.

Programs that utilize Satellite Visitation Locations other than those provided at the offices of local departments of social services or at courthouses shall have written agreements with off-site facilities specifying operational procedures, including, but not limited to, hours of operation, security and domestic violence protocols, and administrative policies and procedures for the use of those locations.

O. Safeguards and Domestic Violence Protections:

Ensure the following elements are considered in the development of appropriate safeguards to ensure the safety of children and parents in an Access and Visitation Program. Grantee shall:

1. Ensure disclosure of safety concerns by program participants, by using the comprehensive, evidence-based screening, and/or universal notification with multiple check-ins to foster disclosure;
2. Ensure that all staff have a minimum domestic violence training to address the safety concerns of participants;
3. Provide service referrals to program participants as needed to address safety concerns;
4. Develop a Domestic Violence Plan which includes their screening process, safeguard model for participants, and how they intend to identify family violence. The grantee can collaborate with a local domestic program to assist with their domestic violence plan and implementation of that plan.

### **3.2.2 ADMINISTRATIVE REQUIREMENTS**

The Grantee shall:

- A. Have a methodology to track and report expenses related to program funds. The

Grantee shall submit an annual audit or financial statement for the Access and Visitation program as well as its Form 990 annual report. **Grant funds shall not be co-mingled with any other funding source.**

- B. Attend annual Grantee meeting with all AV Grantees as scheduled by the Department's State Project Manager, to ensure that Grantees remain current with State and Federal policies and initiatives. Grantees must also participate in quarterly AV technical assistance teleconference calls as scheduled by the State Project Manager. Advance notice of meetings will be provided to all Grantees.
- C. Submit progress reports and federal surveys and attend performance conference calls. (See Section 3.2.5 – Deliverables)

### **3.2.3 PREFERRED EXPERIENCE AND REQUIRED QUALIFICATIONS**

#### **3.2.3.1 PERSONNEL EXPERIENCE**

The following experience is expected and will be evaluated as part of the Technical Proposal (see the capability of proposed resources evaluation factor from **Section 5.2**):

1. Counseling services must be provided by personnel who have licenses equivalent to or exceeding those of licensed social workers (LCSW) or licensed professional counselors (LPC);
2. Demonstrated knowledge of mediation with families and children;
3. Working with families and children on domestic violence cases

#### **3.2.4 OUTREACH REQUIREMENTS**

The Grantee Shall:

- A. Advertise its services through ongoing outreach and public relations efforts, and through collaboration with local departments and child support agencies, court system, and community groups.
- B. Collaborate with existing father-focused or non-custodial parent initiatives, services, and/or programs/projects to provide a more comprehensive approach to working with non-custodial parents and addressing their barriers to being compliant with the child support obligations.

### 3.2.5 DELIVERABLES

<b>Deliverables</b>	
<b>Item</b>	<b>Due Date</b>
Mediation Confidentiality Agreement Form Exhibit 3 – Section 3.2.1.D.7.	Fifteenth (15) of the following report month.
Program Expenditure Report Exhibit 1-Section 3.5.2	Fifteenth (15) of the following report month
Progress Reports Exhibit 2- Section 3.2.2	Fifteenth (15) of the following report month
Federal Survey - Section 3.2.2	15 days after the end of the program quarterly
Performance Conference Calls- Section 3.2.2	Quarterly
Annual Grantee Meeting – Section 3.2.2	Annually as scheduled by the State Project Manager
Annual Single Audit or Audited financial statement - Section 3.2.2	Thirty (30) calendar days after the end of each grant year.

Failure to submit required reports/information within timeframes identified may result in termination of any Grant awarded through this RFGP or reduction/withholding of Grant Payment as identified in Section 3.5.1 of this RFGP. Final invoice payment is contingent upon receipt of all reports identified above.

## 3.3 Security Requirements

### 3.3.1 Employee Identification

- a. Each person who is an employee or agent of the Grantee 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.
- b. At all times at any facility, the Grantee’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.

### 3.3.2 Information Technology

- a. Grantees shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Grantee shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.
- b. The Grantee shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Grantee shall complete any necessary paperwork as directed and coordinated with the State Project Manager to obtain approval by the State to connect Grantee-owned equipment to a State LAN/WAN.
- c. The Grantee shall have the tools necessary to utilize virtual platforms and various technical platforms which will allow the services of supervised visitation, mediation, and counseling to continue to be performed. The Grantee shall adhere to the current HIPAA laws for patient or client privacy protection.

### 3.3.3 Security Clearance/Criminal Background Check

In accordance with State and Federal regulations the Grantee is required to comply with and complete the following background check requirements.

- a. A criminal background check for any Personnel shall be completed prior to any Personnel providing any services under the Grant or accessing DHS data or Federal Tax Information (FTI) (including but not limited to electronic data and/or paper files).
- b. The Grantee shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check for a period of 10 years, including fingerprinting, a check of local law enforcement records where the individual has lived, worked, or attended school, and a check of citizenship/residency, for each individual performing services for the Grantee. This check may be performed by a public or private entity.
- c. The Grantee shall provide a Criminal Background Check Affidavit (See Appendix 5) for each employee, grantee, and/or subgrantee certifying to the Department that a background check has been performed. After award, the Affidavits shall be submitted to the SPM. Criminal background checks or reinvestigations must be conducted on all employees assigned to work under the Grant annually from the date of the previous background investigation.
- d. Persons with a criminal record may not perform services under the Grant unless prior written approval is obtained from the SPM. The SPM reserves the right to reject any individual based upon the results of the background check. Decisions of the SPM as to acceptability of a candidate are final. The State reserves the right to refuse any individual Grantee Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.

- e. The Grantee shall review the CJIS criminal record check of each employee, grantee, and/or subgrantee, who will work on this grant for convictions of any of the following crimes described below, which shall constitute a bar to employment under the Grant Agreement if the conviction occurred within three (3) years from the date of the inquiry:
  - a) child abuse.
  - b) child neglect
  - c) spousal abuse
  - d) any other crime against children including possession and/or distribution of child pornography.
  - e) a crime involving violence, including rape, sexual assault, homicide, or assault.
  - f) a crime involving telecommunications and electronics; or
  - g) crimes involving fraud and theft.
  
- f. If a prospective employee has been convicted of a criminal offense, including Probation Before Judgment, other than an offense listed above, or if the conviction is more than three (3) years old, the Grantee shall make an initial individualized assessment of whether to hire. The Department reserves the right to reject any of Grantee's employees or subgrantees that DHS determines, in its sole discretion, to be inconsistent with the performance and/or security requirements set forth in this DHS policy.
  
- g. DHS reserves the right to perform additional background checks or spot audits to ensure the background checks have been completed and are current. DHS may randomly request a copy of a background check for any individual associated with the Grant. The Grantee shall provide a copy of the background check within 24 hours of the request.
  
- h. The Grantee shall ensure that any replacement personnel have a background check before starting employment.
  
- i. The Grantee shall complete the USCIS Form I-9 to document verification of the identity and employment authorization of each new employee. Within three (3) days of completion, the Grantee shall process the new employee through E-Verify to assist with verification of his/her status and the documents provided. The E-Verify is free of charge and can be located at [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

### **3.4 Insurance Requirements**

The Grantee shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

The following type(s) of insurance and minimum amount(s) of coverage are required:

- A. Commercial General Liability - of \$500,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$1,500,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.

- B. Cyber Security / Data Breach Insurance – (For any service offering hosted by the Grantee) one million dollars (\$1,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored.
- C. Worker’s Compensation - The Grantee shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than. one million dollars (\$1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
- D. Automobile or Commercial Truck Insurance - The Grantee shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability.

All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. The Grantee shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Grantee shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.

Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Grantee shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.

- E. Subcontractor Insurance - The Grantee shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Grantee.

## **3.5 Invoicing**

### **3.5.1 General**

- a. As a part of the Monthly Expenditure Report, an invoice shall be submitted for all expenses listed for reimbursement. All invoices for services shall be signed by the Grantee and submitted to the State Project Manager. All invoices shall include the following information:
  - Grantee 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 Grant number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided (e.g. timesheets, ADP records, or receipts); and
- Amount due.

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

- b. The Department reserves the right to reduce or withhold Grant payment in the event the Grantee does not provide the Department with all required deliverables within the time frame specified in the Grant or in the event that the Grantee otherwise materially breaches the terms and conditions of the Grant until such time as the Grantee brings itself into full compliance with the Grant. Any action on the part of the Department, or dispute of action by the Grantee, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

### 3.5.2 Invoice Submission Schedule

The Grantee shall submit invoices in accordance with the following schedule:

Monthly, by the 15th of each month for the preceding month's activities for the duration of the Grant Agreement (**Monthly Expenditure Report, (Exhibit 1)**). Payment will be made based on actual monthly expenditures.

## 3.6 Grantee's Project Manager

The Grantee shall identify an individual to serve as the Grantee's Project Manager (see RFGP Section 4.4.2.8). The Grantee's Project Manager shall manage the daily operations of the program and be available on a daily basis to discuss the same. Program management includes but is not limited to: coordination, implementation and compliance with Grant requirements including submission of reports and having knowledge of the budget and the provision of services to clients. The Grantee's Project Manager shall also be available to meet with representatives of the Department at periodic monitoring visits and other program related meetings. The Department will give Grantees a minimum of 2 weeks advanced notice of meeting dates, locations, times and purpose.

## 3.7 Post Award Kick-Off Meeting

Within two weeks prior to the Grant start date, the State Project Manager, Grantee and/or Grantee's Project Manager, and any other DHS or Grantee staff deemed appropriate shall attend a Post-Award Kick-Off Meeting. The purpose of the Post-Award Kick-Off Meeting is to discuss service delivery, invoice processing, monitoring and other Grant terms and conditions. The date, time and location of the Post-Award Kick-Off Meeting will be indicated to all successful Applicants. Each Applicant shall affirm in their Proposal that, if selected for award, they will attend the Post-Award Kick-Off Meeting (see RFGP Section 4.4.2.6 j.).

### **3.8 Problem Escalation Procedure**

- 3.8.1 The Grantee must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Grantee will address problem situations as they occur during the performance of the Grant, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- 3.8.2 The Grantee shall provide contact information to the SPM, as well as to other State personnel as directed should the SPM not be available.
- 3.8.3 The Grantee must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Grant year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Grant will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- a. The process for establishing the existence of a problem;
  - b. Names, titles, and contact information for progressively higher levels of personnel in the Grantee's organization who would become involved in resolving a problem.
  - c. For each individual listed in the Grantee's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Grantee's PEP;
  - d. Expedited escalation procedures and any circumstances that would trigger expediting them;
  - e. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
  - f. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
  - g. A process for updating and notifying the SPM of any changes to the PEP.

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## **SECTION 4 – PROPOSAL FORMAT**

### **4.1 Two Part Submission**

Applicants shall simultaneously 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 submitted as separate documents. It is preferred, but not required, that the name, email address, and telephone number of the Applicant be included on a cover page for each volume.

Applicants shall submit Proposals to the Procurement Officer (see Section 1.4 “Procurement Officer”) prior to the date and time for receipt of Proposals (see Section 1.8 “Proposals Due (Closing) Date and Time”).

4.2.2 A second electronic version of Volume I and Volume II in searchable Adobe .pdf format shall be submitted for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see section 1.11 “Public Information Act Notice”).

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

4.2.4 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**

Applicants shall email Proposals.

4.3.1 For email deliveries, Proposals should be sent as an attached PDF to the Procurement Officer’s email address as listed on the Key Information Sheet. If an Applicant chooses to password protect its Proposal, the Applicant shall provide the password to the Procurement Officer via email as well.

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

**4.4.1 Format of Technical Proposal**

The RFGP 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 Applicant’s Technical Proposal should reference the organization and numbering of Sections in the RFGP (ex. “Section 3.2.1 Response . . .; “Section 3.2.2 Response . . .,” etc.). This Proposal organization will allow State officials and the Evaluation Committee (see RFGP Section 5.1) to “map” Applicant responses directly to RFGP 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 Applicant and the name and number of this RFGP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

**4.4.2.2 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 Applicant’s Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 1.11 “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 Applicant to the services and requirements as stated in this RFGP. The Transmittal Letter should include the following:

- Name and address of the Applicant;

- Name, title, e-mail address, and telephone number of primary contact for the Applicant;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Applicant to its Proposal;
- Federal Employer Identification Number (FEIN) of the Applicant, or if a single individual, that individual's Social Security Number (SSN);
- Applicant's DUNS and SAM numbers;
- Acceptance of all State RFGP and Grant 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 RFGP.

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

The Applicant 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 Applicant is proposing to provide services (if applicable). The Summary shall also identify any exceptions the Applicant has taken to the requirements of this RFGP, the **Grant (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 Applicant has taken no exceptions to the requirements of this RFGP, the Executive Summary shall so state.

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

The Applicant shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Applicant Minimum Qualifications" (if references are required as proof of meeting any Minimum Qualification(s), see Section 4.4.2.9).

Any subcontractor(s) used to fulfill the minimum qualifications shall also be included as a proposed subcontractor in response to the RFGP (Sections 4.4.2.8 and 4.4.2.13) and said subcontractor(s) shall provide a letter of commitment that it will be involved for the duration of the Grant, if awarded.

#### **4.4.2.6 Applicant Technical Response to RFGP Requirements and Proposed Work Plan (Submit under TAB E)**

The Applicant shall address each Scope of Work requirement (Section 3.2) in its Technical Proposal and describe, in detail, its proposed processes, procedures, plans, and overall approach to providing all required services.

Additionally, the Applicant shall describe, in detail, how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Applicant agreement to any requirement(s), the Applicant shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work (Section 3.2) 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 Applicant deemed not responsible.

- a. The Applicant shall give a definitive description of the proposed plan to meet the requirements of the RFGP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Applicant in providing the required services as outlined in RFGP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Applicant and a project management plan, including project control mechanisms, approach to monitoring sub-grantees and overall timelines. Project deadlines considered grant deliverables must be recognized in the Work Plan.
- b. The Applicant shall identify the region for which it proposes to provide the services, including, the location of any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFGP.
- c. For Remote Mediation Efforts (see section 3.2.1): Explain whether participation will be by text, audio, or video, some combination of those media, or if the parties will be able to choose their preferred medium of remote communication.
- d. Explain whether remote mediation will be synchronous (participants communicating at the same time) or asynchronous (at different times) and if participants can choose between the two options.
- e. Describe who will serve as mediators and how they will participate remotely.
- f. Describe the technology you propose to use to facilitate remote participation, including the vendor and the name of the vendor's product or the platform on which you plan to build your own remote application. Describe the security features of the application or technology platform and the security risks against which it provides protection.
- g. Explain how the participants will communicate their request to return to a regular in-person mediation process.
- h. Detail how Attorneys will participate directly in the mediation and how that will be facilitated.
- i. The Applicant must provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the State Project Manager should problems arise under the Grant (including the Applicant's

process for resolving billing errors); and explain how problems with work under the Grant will be escalated in order to resolve any issues in a timely manner. Final procedures must be submitted as indicated in RFGP Section 3.8.

- j. The Applicant shall affirm that, if selected for award, they will attend the Post Award Kick-Off Meeting (Section 3.7).
- k. The Applicant shall include a description of its cost allocation methodology and detailed information on how it will document and allocate staff time and expenses.
- l. The Applicant shall provide Letters of Support from the local judiciary authority and/or at least three community partners as demonstration of their experience providing services commitment to working with the program.
- m. The Applicant shall provide copies of all cooperative agreements with off-site facilities.
- n. The Applicant shall provide a comprehensive sample Domestic Violence Plan.

#### **4.4.2.7 Applicant Qualifications and Capabilities (Submit under TAB F)**

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

- a. The number of years the Applicant has provided the similar services;
- b. The number of clients/customers and geographic locations that the Applicant 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 Grant;
- d. An organizational chart that identifies the complete structure of the Applicant including any parent company, headquarters, regional offices, and subsidiaries of the Applicant.

#### **4.4.2.8 Experience and Qualifications of Proposed Staff, including proposed Sub-recipients (Submit under TAB G)**

The Applicant shall identify the number and types of staff proposed to be utilized under the Grant.

The Applicant 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 Applicant 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 Applicant is awarded the Grant. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.

The Applicant shall provide an Organizational Chart outlining personnel and their related duties. The Applicant shall include job titles, job duties, and the percentage of time each individual will spend on his/her assigned tasks. Applicants using job titles other than those commonly used by industry standards must provide a crosswalk reference document. The Applicant shall also submit job descriptions for the employees who will provide Access & Visitation services to the program.

The Applicant shall provide updated copies of certifications/licensures for each mediator and counselor working in the AV program.

#### **4.4.2.9 List of Current or Prior State Grants/Grants (Submit under TAB H)**

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

- a. The State granting/contracting entity;
- b. A brief description of the services/goods provided;
- c. The dollar value of the grant/contract;
- d. The term of the grant/contract;
- e. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- f. Whether the grant/contract was terminated before the end of the term specified in the original grant/contract, including whether any available renewal option was not exercised.

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

#### **4.4.2.10 Financial Capability (Submit under TAB I)**

An Applicant must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available the Applicant 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 Applicant may supplement its response to this Section by including one or more of the following with its response:

- a. Dun 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.

#### **4.4.2.11 Certificate of Insurance (Submit under TAB J)**

The Applicant 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 3.4. See Sections 3.4 and 5.5 for the required insurance certificate submission for the recommended Applicant.

#### **4.4.2.12 Subcontractors (Submit under TAB K)**

The Applicant shall provide a complete list of all subcontractors that will work on the Grant if the Applicant receives an award. 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 4.4.2.8 for additional Applicant requirements related to Subcontractors.

#### **4.4.2.13 Legal Action Summary (Submit under TAB L)**

This summary shall include:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the Applicant and a brief description of any action;
- b. A brief description of any settled or closed legal actions or claims against the Applicant over the past five (5) years;
- c. A description of any judgments against the Applicant 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 Applicant has been directed not to disclose information by the court, provide the name of the judge and location of the court.

#### **4.4.3 Additional Required Technical Submissions (Submit under TAB M)**

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

- a. Completed Bid/Proposal Affidavit (**Attachment B**).

**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 RFGP Section to determine whether the Attachment is required for this procurement:

- a. Completed Federal Funds Attachment (**Attachment E**) \*see Section 1.27.
- b. Completed Conflict of Interest Affidavit and Disclosure (**Attachment F**) \*see Section 1.28.

## **4.5 Volume II – Financial Proposal**

For Electronic Submissions:

The Applicant shall submit an electronic version in Microsoft Word or Microsoft Excel of the **Financial Proposal** for each region it proposes. The Financial Proposal shall contain all price information in the format specified in **Attachment D**. The Applicant shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

## **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 Applicant 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 sub criteria within each criterion have equal weight.

5.2.1 Applicant’s Technical Response to RFGP Requirements and Work Plan (See RFGP § 4.4.2.6) The State prefers an Applicant’s response to work requirements in the RFGP 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 Applicant Qualifications and Capabilities (See RFGP § 4.4.2.7) and sections 4.4.2.9 – 4.4.2.14)
- 5.2.3 Experience and Qualifications of Proposed Staff, including proposed Subcontractors (See RFGP § 4.4.2.8)
- 5.2.4 Security Procedures (See RFGP Section 3.2.1)

### **5.3 Financial Proposal Evaluation Criteria**

The Financial Proposal will be evaluated for compliance with the terms of this RFGP, including but not limited to evidence of the Applicant’s matching contribution. In addition, any Financial Proposal that proposes an excessive or unreasonable budget either in total or for any particular line item may be deemed not reasonably susceptible for award. The Financial Proposals will not be ranked.

### **5.4 Selection Procedures**

#### **5.4.1 General**

The Grant will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The RFGP process allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Applicants that have submitted Proposals that are determined to be reasonably susceptible of being selected for grant 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 Applicant to be not responsible and/or an Applicant’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 Grant award. If the State finds an Applicant to be not responsible and/or an Applicant’s Technical Proposal to be not reasonably susceptible of being selected for award, that Applicant’s Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

#### **5.4.2 Selection Process Sequence**

5.4.2.1 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 Applicant’s ability to perform the services, as well as to facilitate arrival at a Grant that is most advantageous to the State. Applicants will be contacted by the State as soon as any discussions are scheduled.

5.4.2.2 Applicants 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 Applicant's Technical Proposal. Technical Proposals are given a final review and ranked.

**5.4.2.3 The Financial Proposal of each Qualified Applicant (a responsible Applicant determined to have submitted an acceptable Proposal) will be evaluated as described in Section 5.3. Financial Proposals will not be ranked.**

5.4.2.4 When in the best interest of the State, the Procurement Officer may permit Qualified Applicants 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.

### **5.4.3 Award Determination**

Upon completion of the Selection Process Sequence described in Section 5.4.2, each Applicant will receive an overall ranking. The Procurement Officer will recommend award of the Grant to the responsible Applicant that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

## **5.5 Documents Required upon Notice of Recommendation for Grant Award**

Upon receipt of a Notification of Recommendation for Grant Award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- a. Grant Agreement (**Attachment A**),
- b. Non-Disclosure Agreement (**Attachment G**), if applicable; \*see **Section 1.29**,
- c. HIPAA Business Associate Agreement (**Attachment H**), if applicable; \*see **Section 1.30**, and
- d. Copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 "Insurance Requirements," listing the State as an additional insured, if applicable; \*see **Section 3.4**.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## **RFGP ATTACHMENTS**

### **ATTACHMENT A – Grant Agreement**

This is the sample Grant Agreement used by the Department. It is provided with the RFGP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a completed Grant Agreement will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Grant Agreement within five (5) Business Days after receipt. Upon Grant award, a fully-executed copy will be sent to the Grantee.

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

This Exhibit must be completed and submitted with the Technical Proposal.

### **ATTACHMENT C – Pre-Proposal Conference Response Form**

It is requested that this form be completed and submitted as described in Section 1.6 by those potential Applicants that plan on attending the Pre-Proposal Conference.

### **ATTACHMENT D – Financial Proposal Instructions and Form**

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

### **ATTACHMENT E – Federal Funds Attachment**

These Attachments must be completed and submitted with the Technical Proposal as instructed in the Attachments.

### **ATTACHMENT F – Conflict of Interest Affidavit and Disclosure**

If required, this Exhibit must be completed and submitted with the Technical Proposal.

### **ATTACHMENT G – Non-Disclosure Agreement**

If required, this Exhibit must be completed and submitted within 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 H – HIPAA Business Associate Agreement**

If required, this Attachment is to be completed and submitted within 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 I – Location of the Performance of Services Disclosure**

If required, this Exhibit must be completed and submitted with the Technical Proposal. **EXHIBIT**

#### **1 – Monthly Expenditure Report**

Sample template included as a separate Excel attachment. If awarded, this report must be completed and submitted by the 15<sup>th</sup> of each month.

#### **EXHIBIT 2 – Monthly Progress Report**

If awarded, this report must be completed and submitted by the 15<sup>th</sup> of each month.

#### **EXHIBIT 3 – Mediation Confidentiality Agreement**

**ATTACHMENT A – GRANT AGREEMENT**

**Solicitation Number: CSA/AV 22-001-S  
CSA Access & Visitation Programs  
BETWEEN  
MARYLAND STATE DEPARTMENT OF HUMAN SERVICES  
AND**

**FOR**

THIS GRANT AGREEMENT, effective as of \_\_\_\_\_ is made by and between the Maryland State Department of Human Services, (DEPARTMENT OR DHS), and, Vendor's Name, (GRANTEE), a Private Non-Profit agency.

The DEPARTMENT and the GRANTEE agree as follows:

**1. PROGRAM AND SERVICES TO BE PROVIDED**

1.1. Subject to the continuing availability of State and/or federal funds, the DEPARTMENT shall purchase GRANTEE'S services as described in DHS' Request for Grant Proposals and GRANTEE'S Proposal, dated \_\_\_\_\_, attached as the Appendix, entitled \_\_\_\_\_.

1.2. The Appendix includes an approved budget.

1.3. The DEPARTMENT retains the unilateral right to require changes in the services, as long as the changes are within the general scope of work to be performed.

**2. TERM AND TERMINATION**

2.1. Performance under this Grant Agreement shall commence on \_\_\_\_\_ and shall continue through \_\_\_\_\_.

2.2. The parties may agree in writing to an earlier termination date.

2.3 If the GRANTEE fails to fulfill its obligations under this Grant Agreement properly and on time, or otherwise violates any provision of the Grant Agreement, the DEPARTMENT may terminate the Grant Agreement. Prior to termination of this Grant Agreement, the DEPARTMENT shall give the GRANTEE thirty (30) days prior written notice of such default, and if the GRANTEE has not cured such default within the thirty (30) day period, the DEPARTMENT may, by written notice, within five (5) days after expiration of this period, terminate the Agreement. The notice shall specify the acts or omissions relied on as cause for

termination. The DEPARTMENT shall pay the GRANTEE fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages, caused by the GRANTEE'S breach.

### 3. PAYMENT

3.1. The cost to the DEPARTMENT for the services to be provided by the GRANTEE under this Grant Agreement shall not exceed \_\_\_\_\_, ( \_\_\_\_\_ ). Any increase in the grant amount for any renewal period may be prorated over the annual grant in the same percentage as any applicable increase in grant funds in the Budget Bill over the previous fiscal year.

3.2. Payments by the DEPARTMENT shall be made promptly, no later than thirty (30) days after submission of an invoice from the GRANTEE.

3.3. The GRANTEE 'S Federal Tax Identification Number is \_\_\_\_\_. The GRANTEE agrees to include this number on all invoices. The DEPARTMENT may withhold payment for failure to comply with this provision.

3.4. Payment of these funds is conditional upon the DEPARTMENT receiving funds from **State of Maryland General Assembly and/or the federal government that have been appropriated under Grants Object 12** as specified, to pay for the total cost of the services set forth in the Appendix. The DEPARTMENT will give timely notice to the GRANTEE in the event that the DEPARTMENT does not receive the funds to pay for the total cost of the services provided under this Grant Agreement.

### 4. GENERAL PROVISIONS AND CONDITIONS

4.1. The terms of this Grant Agreement and its execution are subject to all applicable Maryland laws and regulations and approval of other agencies of the State of Maryland as required under State laws and regulations, including approval of the Board of Public Works where appropriate.

4.2. The DEPARTMENT shall not be liable in any action or tort, contract or otherwise for any action caused by the Grantee.

4.3. As a condition of the DEPARTMENT'S obligation to perform under this agreement, the GRANTEE hereby represents and warrants that:

(a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;

(b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, 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 Grant Agreement;

(c) It shall comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Grant Agreement; and

(d) It shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Grant Agreement.

4.4. The person executing this Grant Agreement on behalf of the GRANTEE certifies, to the best of that person's knowledge and belief, that:

(a) Neither the GRANTEE, nor any of its officers or directors, nor any employee of the GRANTEE involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the GRANTEE'S application for the Grant or this Grant Agreement or has been convicted of bribery, or conspiracy to bribe under the laws of any State or of the United States;

(b) The GRANTEE has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the GRANTEE, to solicit or secure the Grant or this Grant Agreement, and the GRANTEE has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement;

(c) The GRANTEE, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, and has paid or arranged for the payment of all taxes due to the State;

(d) No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant; and

(e) Neither the GRANTEE, nor any of its officers, nor any person substantially involved in the contracting or fundraising activities of the GRANTEE, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08 of the Code of Maryland Regulations.

#### 4.5. Indemnification and Claims:

(a) The GRANTEE shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the GRANTEE or its subcontractors under this Grant Agreement.

(b) The State of Maryland has no obligation to provide legal counsel or defense to the GRANTEE or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Grant Agreement against the GRANTEE or its subcontractors as a result of or relating to the GRANTEE'S obligations under this Grant Agreement.

(c) The State has no obligation for the payment of any judgments or the settlement of any claims against the GRANTEE or its subcontractors as a result of or relating to the GRANTEE'S obligations under this Grant Agreement.

(d) The GRANTEE shall immediately notify the Procurement Officer of any claim or suit made or filed against the GRANTEE or subcontractors regarding any matter resulting from or relating to the GRANTEE'S obligations under the Grant Agreement, 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 GRANTEE'S performance under this Grant Agreement.

4.6. The persons performing the services as set forth in the Appendix shall be employees of the GRANTEE. The GRANTEE is responsible for complying with all federal and State laws as to tax and Social Security payments to be withheld from wages paid to said employees. The GRANTEE shall notify the Project Officer identified in Paragraph 4.7, in writing, of the substitution of or replacement of said employees, consultants, or subcontractors within five (5) business days of the substitution or replacement. The notice shall contain the last date of service of the personnel and the name of the replacement or substitute personnel.

4.7. The DEPARTMENT shall furnish the GRANTEE with such technical assistance and consultation by the DEPARTMENT staff as is reasonably necessary to assure satisfactory performance in providing the services required by this Grant Agreement.

The DEPARTMENT shall designate INSERT THE PROJECT OFFICER'S NAME, ADDRESS, TELEPHONE #, FAX # AND E-MAIL ADDRESS or his/her designee, to serve as Project Officer for this Agreement. The GRANTEE shall designate INSERT THE PROJECT OFFICER'S NAME, ADDRESS, TELEPHONE #, FAX # AND E-MAIL ADDRESS or his/her designee, to serve as Project Officer for this Agreement. All contact between the DEPARTMENT and the GRANTEE regarding all matters relative to this Grant Agreement shall be coordinated through the DEPARTMENT'S and GRANTEE'S designated Project Officers.

The use of funds under this Grant Agreement by the GRANTEE to hire consultants shall require the prior approval of any such arrangement and the proposed work plan of the consultant(s) involved by the DEPARTMENT, through its Project Officer. (Approval is not required if the Appendix indicates the consultant's use.)

4.8. This Grant Agreement may be amended as the DEPARTMENT and the GRANTEE mutually agree in writing. Except for the specific provision of the Grant Agreement which is thereby amended, the Grant Agreement shall remain in full force and effect after such amendment. Adjustments of funds between categories which do not affect the total authorized funding and are consistent with the objectives of this Grant Agreement do not require an amendment to the Grant Agreement. They must, however, be approved in writing by the Project Officer.

4.9. The GRANTEE shall operate under this Grant Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, creed, national origin, age, marital status, sexual orientation, or physical or mental disability which would not reasonably preclude the required performance. Except in subcontracts for

standard commercial supplies or raw materials, the GRANTEE shall include a clause similar to this clause in all subcontracts. The GRANTEE and each subcontractor shall post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.

The GRANTEE understands that it will comply fully with provisions of the Americans with Disabilities Act. The GRANTEE agrees that it will not directly, or indirectly through contractual or other arrangements, utilize criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability; or that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the Department of Human Services program with respect to individuals with a disability.

4.10. Non-hiring of Employees: No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Grant Agreement, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

4.11. Financial Disclosure: The GRANTEE shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

4.12. Political Contribution Disclosure: The GRANTEE shall comply with Title 14 of the Election Law Article, Annotated Code of Maryland, 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 \$200,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Election Laws: (1) 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 (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

4.13. Unless otherwise provided in the Appendix, the GRANTEE may not, during the term of this Grant Agreement or any renewals or extensions of this Grant Agreement, assign or subcontract all or any part of this Grant Agreement without the prior written consent of the Project Officer.

4.14. Commercial Non-Discrimination: As a condition of entering into this Grant Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against the GRANTEE under Title 19 of the State Finance and Procurement



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

4.15. All parties hereby expressly acknowledge the possibility of substantial changes in State and federal regulations applicable to this Grant Agreement and expressly agree to renegotiate this Agreement as necessary to comply with such changes; provided that any increase in the scope of work or cost of performance will be compensated for by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance.

4.16. The GRANTEE shall retain all books, records, and other documents relevant to this Grant Agreement for a period of no less than three (3) years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable written notice thereof, full access thereto and the right to examine any of said materials shall be afforded federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties, and such other persons as are authorized by the DEPARTMENT. The GRANTEE will provide to the DEPARTMENT a copy of that part of any audit performed by State or independent auditors which relates to the performance of this Grant Agreement and the administration of funds provided by the DEPARTMENT pursuant to this Grant Agreement. Any additional audit information requested by the DEPARTMENT may be secured at its own expense using Department of Human Services auditors or other State-approved auditors.

4.17. (a) GRANTEE shall obtain written approval of the DEPARTMENT for any purchase of assets with funds paid under this Grant, excluding ordinary office supplies, except that such is not required with regard to purchase of assets described in the Appendix attached hereto.

(b) Title to all property furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property acquired by the GRANTEE at a cost of over FIFTY DOLLARS (\$50.00) including purchase by lease-purchase agreement for the cost of which the GRANTEE is to be reimbursed under this grant, shall immediately vest in the DEPARTMENT upon (i) issuance for use of such property in the performance of this grant, or (ii) reimbursement of the cost thereof by the DEPARTMENT, whichever occurs first.

(c) The GRANTEE 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 grant.

(d) The DEPARTMENT'S property shall, unless otherwise provided herein, or approved in writing by the DEPARTMENT, be used only for the performance of this grant.

(e) In the event that the GRANTEE 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 grant, or shall otherwise reimburse the DEPARTMENT as directed by the DEPARTMENT.

(f) At the conclusion of the term of this grant, the GRANTEE shall deliver to the DEPARTMENT a listing of all the DEPARTMENT'S property purchased hereunder, showing the following information as to each property item:

- (i) description of the property;
- (ii) manufacturer's serial number or other identification number;
- (iii) acquisition date and cost;
- (iv) source of the property;
- (v) percentage of Federal funds used in acquisition of the property;  
and
- (vi) location, use and condition of the property.

(g) Upon termination of the grant, the DEPARTMENT may require the GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of this grant.

(h) As an alternative to the provisions of (a) - (g), the GRANTEE may elect to furnish property for use in the performance of this grant out of its own funds, for which the DEPARTMENT will reimburse it to the extent of its allocated share of the annual depreciation expense of such property allowed by IRS depreciation schedules.

## 5. TRANSPARENCY ACT COMPLIANCE

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

(a) **Compliance.** The GRANTEE agrees that it will comply with all Transparency Act requirements applicable to this agreement, including modifications or additional requirements that may be imposed by law, future guidance and clarifications of Transparency Act requirements.

(b) **Conflict of Laws.** The GRANTEE agrees that to the extent Transparency Act requirements conflict with State requirements, the Transparency Act requirements shall control.

(c) **Enforceability.** The GRANTEE agrees that if GRANTEE 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.

(d) GRANTEE 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 webform 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, # 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.

(e) The GRANTEE is required to submit the following information required for reporting:

- (i) Name of entity receiving award
- (ii) Amount of award
- (iii) Funding agency
- (iv) NAICS code for contracts / CFDA program number for grants
- (v) Award title descriptive of the purpose of the funding action
- (vi) Location of the entity and place of performance (including congressional district)
- (vii) Unique identifier of the entity and its parent; and
- (viii) Total compensation and names of top five executives, as applicable.

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

**IN WITNESS WHEREOF, the parties have executed this Grant Agreement.**

**Attest:**

**For the GRANTEE:**

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attest:**

**For the DEPARTMENT:**

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE  
ATTORNEY GENERAL

**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT**

**Solicitation Number: CSA/AV 22-001-S**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I \_\_\_\_\_ (print name), \_\_\_\_\_ (title) of \_\_\_\_\_ (print firm name) possess the legal authority to make this affidavit.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

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

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

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

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

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1) — (5) of this regulation.

#### C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

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 Grant, 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 Grant.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that in accordance with State Finance and Procurement Article §17-705, Annotated Code of Maryland:
  - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article §17-702, Annotated Code of Maryland; and
  - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement, Article §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:\_\_\_\_\_.

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

I FURTHER AFFIRM THAT:

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

M. 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 – PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**Solicitation Number: CSA/AV 22-001-S  
CSA Access & Visitation Programs**

A Pre-Proposal Conference will be held **virtually** on Google meets on **March 15, 2022 – 9:00 am – local time** Please return this form by **March 11, 2022 at 2:00pm – local time**, advising whether or not you plan to attend.

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

Department of Human Services  
Procurement Division  
311 W. Saratoga Street, 9<sup>th</sup> Floor  
Baltimore, Maryland 21201-3500  
Email: Audrey.torriente1@Maryland.Gov

Please indicate:

Yes, the following representatives will be in attendance

**Please PRINT and include email address(es):**

- 1.
- 2.
- 3.

No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFGP § 1.6 “Pre-Proposal Conference”):

---

Signature

Title

Name of Firm (please print)

## ATTACHMENT D – FINANCIAL PROPOSAL INSTRUCTIONS

Applicants shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Applicant to the prices entered on the Financial Proposal Form.

Applicants shall insert the names, titles, and salary information (including fringe benefits) for its employees who will work under the Grant in Attachment D-1. In addition an Applicant shall submit a Budget Narrative. This Narrative shall include all methodologies and formulas used to arrive at the requested dollar amounts listed on Attachments D-1 as well as other financial information (see Budget Narrative instructions, below).

### **Please abide by the following when determining the amount of each listed Budget Category-**

1. **Personnel:** Includes salaries, and social security cost for personnel required to implement and operate the project, including full or part time staff (**excluding consultants or the staff of a contractor and/or outside agency**). Time and attendance records must be maintained for all personnel included in this project.
2. **Fringe Benefits:** Includes cost of paid insurance, paid sick leave, profit-sharing plans, 401-K contributions, paid holidays and vacations.  
  
**Travel:** Includes, mileage, parking, tolls and travel to meetings/conferences associated with providing services for this program.
3. **Supplies:** Includes items such as, paper, pencils, pens, and other items associated with operating a business.
4. **Equipment:** Includes items such as furnishings, computer hardware or software (list each item with individual cost).
5. **Contractual Service:** Includes fees for consultants, temporary help and other professional services for which a subcontract might be generated. Consultant contracts for staff training may be included in this category, as well as payments rendered to interns and/or volunteers. Fees for professional subscriptions or dues may be added to this line item.
6. **Advertising:** Includes cost associated with advertising, the printing of brochures, public service announcements etc.

- 7. **Rent:** the cost for occupation of property that is associated with the operation of this program.
- 8. **Other:** Those items that do not fit in one of the categories listed above. These items should be detailed (list each item with individual cost).

**TOTAL:**

The sum total price of each Budget Category.

**ATTACHMENT D-1**

**Budget Detail Form**

	Item A*	Item B*	Item C
Budget Category	Proposed Budget	Provider Match At Least 10% of Cost	Total Program Cost (Item A + Item B)
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Supplies			
5. Equipment			
6. Contractual Services			
7. Advertising			
8. Rent			
9. Other			
10. Total			

**In-Kind Line Item Detail Form**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Budget Category</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Year Four</b>
1. Personnel				
2. Fringe Benefits				
3. Travel				
4. Supplies				
5. Equipment				
6. Contractual Services				
7. Advertising				
8. Rent				
9. Other				
10. Total				

## BUDGET NARRATIVE INSTRUCTIONS

Include all methodologies and formulas used to arrive at the requested dollar amounts listed on Attachment D-1.

**Personnel:** List each position title,

**Fringe Benefits:** Includes cost of paid insurance, paid sick leave, profit-sharing plans, 401-K contributions, paid holidays and vacations.

**Travel:** Includes, mileage, parking, tolls and travel to meetings/conferences associated with providing services for this program.

**Supplies:** Includes items such as, paper, pencils, pens, and other items associated with operating a business.

**Equipment:** Includes items such as furnishings, computer hardware or software (list each item with individual cost).

**Contractual Service:** Includes fees for consultants, temporary help and other professional services for which a subcontract might be generated. Consultant contracts for staff training may be included in this category, as well as payments rendered to interns and/or volunteers. Fees for professional subscriptions or dues may be added to this line item.

**Advertising:** Includes cost associated with advertising, the printing of brochures, public service announcements etc.

**Rent:** the cost for occupation of property that is associated with the operation of this program.

**Other:** Those items that do not fit in one of the categories listed above. These items should be detailed (list each item with individual cost).

**TOTAL**



**PRICING PROPOSAL**  
**Access and Visitation Program**

Federal Tax Identification Number \_\_\_\_\_

Applicant Agency \_\_\_\_\_

Address \_\_\_\_\_

**Funds Requested**

Year One \$ \_\_\_\_\_

Year Two \$ \_\_\_\_\_

Year Three \$ \_\_\_\_\_

Year Four \$ \_\_\_\_\_

Grand Total All Years \$ \_\_\_\_\_ \*

\*This will be used as the basis for award.

Total Number of Participants to be Served Year One \_\_\_\_\_

Total Number of Participants to be Served Year Two \_\_\_\_\_

Total Number of Participants to be Served Year Three \_\_\_\_\_

Total Number of Participants to be Served Year Four \_\_\_\_\_

Grand Total \_\_\_\_\_

Region to be Served \_\_\_\_\_

Name and Title of Person Authorized to Bind Services and Bid

Phone #: \_\_\_\_\_

FAX #: \_\_\_\_\_

## ATTACHMENT E - 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:
  - A) Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both recipients and sub-recipients) which expend a total of \$750,000 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 Title 2 CFR 200, Subpart D. All sub-grantee audit reports, performed in compliance with Title 2 CFR 200 shall be forwarded within 30 days of report issuance to the State 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:

- 1) The Grantee 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 Grantee 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.

- 2) The Grantee agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the Grantee'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.
- 4) The Grantee 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 Grantee'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.
- 5) The Grantee will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Grantee is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 6) The Grantee 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 Grantee 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 II of the Federal Executive pay scale, 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 (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.

**ADDENDUM**  
**ADDITIONAL TERMS AND CONDITIONS FOR CONTRACTS USING**  
**FEDERAL FUNDS**

1. **Copeland “Anti-Kickback” Act, 40 U.S.C. § 276C AND 18 U.S.C. § 874.** The Grantee or subcontractor is precluded from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment under the “Anti-Kickback” section of the Act. The Act also requires the Grantee and subcontractor to submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period.
  
2. **Royalty-Free Rights to Use Software or Documentation Developed, 2 C.F.R. Part 200.315 (Intangible Property).**
  - (a) Title to intangible property (see §200.59 Intangible Property) acquired under a federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).
  
  - (b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
  
  - (c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”
  
  - (d) The Federal government has the right to:
    - (1) Obtain, reproduce, publish, or otherwise use the data produced under a federal award; and
    - (2) Authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.
  
3. **Debarment, Suspension and other responsibility matters** (Executive Orders 12549 and 12689) (see 2 C.F.R. 180.220 and 45 C.F.R. 75.212). A party listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension” is not eligible to perform work under this MOU. SAM Exclusions contains the names of parties

debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. **Anti-Lobbying Act:** This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 31 U.S.C. 1352, the applicant certifies that:
  - (a) 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
  - (b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
  - (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
5. **Americans with Disabilities Act:** This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.
6. **Drug Free Workplace Statement.** The Federal government implemented 41 U.S. Code § 8103, drug-free workplace requirements for federal grant recipients, in an attempt to address the problems of drug abuse on the job. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:
  - (a) The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
  - (b) Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
  - (c) Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
  - (c) Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees. Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants,

cooperative agreements, and prime contracts under such awards. Subcontracts are not included.

7. **Clean Air and Federal Water Pollution Control Acts (If Applicable).** This agreement contains federal funds in excess of \$150,000. The Grantee, therefore, agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended. Violations must be reported to the DHS State Project Manager, the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **Notice of Requirements Under the National Defense Authorization Act of 2019 (NDAA).** The NDAA prohibits the use of federal funds to cover the cost of any covered telecommunications equipment or services. Section 889 of the NDAA defines “covered telecommunications or services” to mean telecommunications and video surveillance equipment or services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). “Covered telecommunications equipment or services” also includes telecommunications or video surveillance equipment or services provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity that is owned or controlled by the government of a covered foreign country, i.e. The Republic of China.

**Solicitation Number:**

**CERTIFICATION REGARDING LOBBYING**  
**Certification for Grants, 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



**Solicitation Number:**  
**DISCLOSURE OF LOBBYING ACTIVITIES**

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. Grant <input type="checkbox"/> b. Grant c. Cooperative Agreement d. Loan e. Loan guarantee f. Loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award c. Post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change  For Material Change Only: Year ____ quarter Date of last report
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee   Tier ____, if known:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
<b>11. Amount of Payment (check all that apply)</b> \$ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:	
<b>12. Form of Payment (check all that apply)</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature value	(Continuation of Item 13)	
<b>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:</b>  (attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		

16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Print Name:

Title:

Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

**Federal Use Only:**

Authorized for Local  
Reproduction  
Standard Form LLL  
(Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

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

**Solicitation Number:**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental 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 to be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

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Signature of Authorized Certifying Individual

**ATTACHMENT F – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

**Solicitation # CSA/AV 22-001-S**

**Reference COMAR 21.05.08.08**

**(submit with Bid/Proposal)**

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

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes an Applicant, Grantee, 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 Applicant 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 Applicant agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Applicant 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 Applicant 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 Grantee 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 G – 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 Services (the “Department”), and (the “Grantee”).

### RECITALS

**WHEREAS**, the Grantee has been awarded a contract (the “Grant”) following the solicitation for \_\_\_\_\_, Solicitation # \_\_\_\_\_; and

**WHEREAS**, in order for the Grantee to perform the work required under the Grant, it will be necessary for the State at times to provide the Grantee and the Grantee’s employees, agents, and subcontractors (collectively the “Grantee’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 Grant, 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 Grantee in connection with the Grant, 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 Grantee 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 Grant.
2. Grantee 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 Grant. Grantee shall limit access to the Confidential Information to the Grantee’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Grant and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Grantee’s Personnel are attached hereto and made a part hereof as **ATTACHMENT G-1**. Grantee shall update **ATTACHMENT G-1** by adding additional names (whether Grantee’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Grantee intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Grantee’s performance of the Grant or who will otherwise have a role in performing any aspect of the Grant, the Grantee 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. Grantee 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. Grantee 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 Grantee's Personnel or the Grantee's former Personnel. Grantee shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Grantee 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 Grant.
7. A breach of this Agreement by the Grantee or by the Grantee's Personnel shall constitute a breach of the Grant between the Grantee and the State.
8. Grantee acknowledges that any failure by the Grantee or the Grantee'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 Grantee agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Grantee 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 Grantee and the Grantee'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 Grantee or any of the Grantee's Personnel to comply with the requirements of this Agreement, the Grantee shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. Grantee and each of the Grantee'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 Grantee 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 Grantee 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 Grant 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.

Grantee:: TYPE GRANTEE'S LEGAL NAME

Department of Human Services

By: \_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
—

Printed Name: TYPE REP'S NAME HERE

Printed Name:

Title: TYPE REP'S TITLE HERE

Title:

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

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

**Solicitation Number: CSA/AV 22-001-S**

**NON-DISCLOSURE AGREEMENT - ATTACHMENT G-1**

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

<b>Printed Name and Address of Individual/Agent</b>	<b>Employee (E) or Agent (A)</b>	<b>Signature</b>	<b>Date</b>
<u>TYPE NAME &amp; ADDRESS</u>	_____	_____	_____
	_____	_____	_____
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**Solicitation Number: CSA/AV 22-001-S**

**NON-DISCLOSURE AGREEMENT – ATTACHMENT G-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 GRANTEE LEGAL NAME (“Grantee”) dated TYPE MONTH AND DAY, 2019 (“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 Grantee 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 GRANTEE: TYPE GRANTEE LEGAL NAME

BY: \_\_\_\_\_  
(Signature)

TITLE: TYPE REP'S TITLE HERE  
(Authorized Representative and Affiant)

**ATTACHMENT H – HIPAA BUSINESS ASSOCIATE AGREEMENT**

This solicitation does not require a HIPAA Business Associate Agreement.

**ATTACHMENT I – LOCATION OF THE PERFORMANCE OF SERVICES  
DISCLOSURE**

This solicitation does not require a LOCATION OF THE PERFORMANCE OF SERVICES  
DISCLOSURE

**EXHIBIT 1 – SAMPLE MONTHLY EXPENDITURE REPORT**

The template for the Monthly Expenditure Report is included as a separate Excel file.

**EXHIBIT 2 – SAMPLE MONTHLY PROGRESS REPORT**

The template for the Monthly Progress Report is included as a separate Word file.

### **HIBIT 3 – MEDIATION CONFIDENTIALITY AGREEMENT**

The template for the Mediation Confidentiality Agreement is included as a separate Word file.