



**Department of Human Services
Baltimore County Department of Social Services**

REQUEST FOR PROPOSALS (RFP)

SOLICITATION NO. BCODSS/CS-18-006-S

Issue Date: Friday, December 8, 2017

Overnight Sibling Summer Camp

NOTICE

A Prospective Offeror that has received this document from the Maryland Department of Human Services' website at <http://dhr.maryland.gov/> or <https://emaryland.buyspeed.com/bs/>, or a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

NOTICE TO VENDORS

Maryland Wants to Do Business with You

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Sheet below for contact information).

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

- We do not offer the services/commodities requested.
- Busy with other commitments.
- Specifications are unclear or too restrictive.
- Timetable is unworkable.
- Bonding/Insurance requirements are prohibitive.
- Our experience with State of Maryland has not been satisfactory.
- Other (Please specify) _____

Additional Comments: _____

Please add suggestions for improvement here: _____

Name of commenter and Business (optional): _____

Proposal Number: BCODSS/CS-18-006-S Entitled: Overnight Sibling Summer Camp

Your comments will help us improve the procurement process.

Thank You!

**STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICE
Baltimore County Department of Social Services
RFP KEY INFORMATION SUMMARY SHEET**

Request for Proposals: SERVICES CONTRACT FOR OVERNIGHT SIBLING SUMMER CAMP

Solicitation Number: BCODSS/CS-18-006-S

RFP Issue Date: Friday, December 8, 2017

RFP Issuing Office: Department of Human Services
Baltimore County Department of Social Services

Procurement Officer: Jeannetta Boyce
6401 York Road, Baltimore, Maryland 21212
Phone: (410)-853-3924 Fax: (410) 853-3221
e-mail: jeannetta.boyce@maryland.gov

State Project Manager: Judith Schagrin
Baltimore County DSS-Children's Services
6401 York Road, Baltimore, Maryland 21212
Phone: (410) 853-3961 Fax: (410) 853-3199
e-mail: Judith.schagrin@maryland.gov

Proposals are to be sent to: Baltimore County Department of Social Services
6401 York Road, Baltimore, Maryland 21212
Attention: Jeannetta Boyce

Pre-Proposal Conference: Wednesday, December 27, 2017, 10AM-12 PM Local Time
6401 York Road, 2nd Floor Executive Conference Room
#2033, Baltimore, MD 21212

Proposal Due (Closing) Date and Time: Monday, January 22, 2018, 4:30 PM Local Time

MBE Subcontracting Goal: 0 %

VSBE Subcontracting Goal: 0 %

Contract Type: Firm Fixed Price (per Person) (COMAR 21.06.03.02) and Cost-reimbursement (COMAR 21.06.03.03 A(1)).

Contract Duration: 4 months

SBR Designation: No

Federal Funding: Yes

Table of Contents

SECTION 1 – MINIMUM QUALIFICATIONS	7
1 Offeror Minimum Qualifications	7
SECTION 2 – CONTRACTOR REQUIREMENTS: SCOPE OF WORK	8
2.1 Summary Statement	8
2.2 Background and Purpose	8
2.3 BCODSS and DHS Supplied Goods and Services	9
2.4 Scope of Work – Requirements	10
SECTION 3 – CONTRACTOR REQUIREMENTS: GENERAL REQUIREMENTS.....	16
3.1 Insurance Requirements	16
3.2 Security Requirements	16
3.3 Problem Escalation Procedure	17
3.4 Invoicing	18
3.5 SOC 2 Type 2 Audit Report.....	18
3.6 MBE Reports	18
3.7 VSBE Reports	19
3.8 Liquidated Damages	19
3.9 End of Contract Transition.....	19
3.10 Substitution of Personnel	19
3.11 Contract Duration and Type.....	22
SECTION 4 – PROCUREMENT INSTRUCTIONS	23
4.1 Pre-Proposal Conference	23
4.2 eMaryland Marketplace	23
4.3 Questions.....	23
4.4 Procurement Method.....	24
4.5 Proposals Due (Closing) Date and Time	24
4.6 Multiple or Alternate Proposals	24
4.7 Economy of Preparation	24
4.8 Public Information Act Notice.....	24
4.9 Award Basis	25
4.10 Oral Presentation.....	25
4.11 Duration of Proposal	25
4.12 Revisions to the RFP.....	25
4.13 Cancellations.....	25
4.14 Incurred Expenses.....	26
4.15 Protest/Disputes	26
4.16 Offeror Responsibilities	26
4.17 Mandatory Contractual Terms	26
4.18 Proposal Affidavit.....	26
4.19 Contract Affidavit	27
4.20 Compliance with Laws/Arrearages.....	27
4.21 Verification of Registration and Tax Payment	27

4.22	False Statements.....	27
4.23	Payments by Electronic Funds Transfer	28
4.24	Prompt Payment Policy.....	28
4.25	Electronic Procurements Authorized.....	28
4.26	Minority Business Enterprise Goals	29
4.27	Veteran-Owned Small Business Enterprise Goal	29
4.28	Living Wage Requirements	29
4.29	Federal Funding Acknowledgement	29
4.30	Conflict of Interest Affidavit and Disclosure.....	30
4.31	Non-Disclosure Agreement	30
4.32	HIPAA - Business Associate Agreement	30
4.33	Nonvisual Access.....	30
4.34	Mercury and Products That Contain Mercury	30
4.35	Location of the Performance of Services Disclosure.....	30
4.36	Department of Human Services (DHS) Hiring Agreement	31
4.37	Small Business Reserve (SBR) Procurement	31
SECTION 5 – PROPOSAL FORMAT		32
5.1	Two Part Submission	32
5.2	Proposals	32
5.3	Delivery.....	32
5.4	Volume I – Technical Proposal.....	33
5.5	Volume II – Financial Proposal	39
SECTION 6 – EVALUATION AND SELECTION PROCESS		40
6.1	Evaluation Committee	40
6.2	Technical Proposal Evaluation Criteria	40
6.3	Financial Proposal Evaluation Criteria	40
6.4	Reciprocal Preference	40
6.5	Selection Procedures	41
6.6	Documents Required upon Notice of Recommendation for Contract Award	42
RFP ATTACHMENTS		43
ATTACHMENT A – PRE-PROPOSAL CONFERENCE RESPONSE FORM		45
ATTACHMENT B – FINANCIAL PROPOSAL INSTRUCTIONS & FORM		46
ATTACHMENT C – PROPOSAL AFFIDAVIT		48
ATTACHMENTS D – MINORITY BUSINESS ENTERPRISE FORMS.....		54
ATTACHMENTS E – VETERAN-OWNED SMALL BUSINESS ENTERPRISE		54
ATTACHMENT F – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS ..		59
ATTACHMENT G- FEDERAL FUNDS ATTACHMENT		63
ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE		70
ATTACHMENT I – NON-DISCLOSURE AGREEMENT		71
ATTACHMENT J – HIPAA BUSINESS ASSOCIATE AGREEMENT		76
ATTACHMENT K – MERCURY AFFIDAVIT		77
ATTACHMENT L – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE.....		78

ATTACHMENT M – CONTRACT 79
ATTACHMENT N – CONTRACT AFFIDAVIT 93
ATTACHMENT O – DHS HIRING AGREEMENT 97
ATTACHMENT P – CAMP SAFETY ANNUAL REPORT 99
ATTACHMENT Q – CAMP SCHEDULE SAMPLE 100
ATTACHMENT R – COMAR 10.16.06..... 102
ATTACHMENT S – EXPENSE ACTIVITY LOG 129
ABBREVIATIONS AND DEFINITIONS..... 130

SECTION 1 – MINIMUM QUALIFICATIONS

1 Offeror Minimum Qualifications

The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

- 1.1.1 The Offeror must have a camp facility that is located within the State of Maryland with the capacity to accommodate at least 100 Campers and Counselors for a five-night residential camp experience. As proof of meeting this requirement, the Offeror shall submit with its Proposal a letter that provides the address of the camp facility.
- 1.1.2 The Offeror shall have experience operating a Residential Camp involving a Substantial Outdoor Recreational Component and attended by at least 100 Campers within the prior three years. As proof of meeting this requirement, the Offeror shall submit with its Proposal a copy of its annual report submitted pursuant to COMAR 10.06.16.06.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 2 – CONTRACTOR REQUIREMENTS: SCOPE OF WORK

2.1 Summary Statement

- 2.1.1 The Department of Human Services' Baltimore County Department of Social Services (DHS/BCODSS or the Department) is issuing this Request for Proposals (RFP) to obtain the services of a residential camp to operate a five-night residential summer camp experience for children who are living in foster care or are siblings of children living in foster care.
- 2.1.2 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is four (4) months.
- 2.1.3 The Department intends to make a single award as a result of this RFP. See RFP Section 4.9 for more Contract award information.
- 2.1.4 The Offeror, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

2.2 Background and Purpose

BCODSS, a unit within DHS, was created in 1936 and has a mission to: 1) promote individual well-being, stronger families, and communities; 2) protect vulnerable children and adults from abuse and neglect; and 3) provide the supports to help people achieve and sustain independence. In order to achieve this mission, BCODSS administers entitlement and benefit programs, investigates abuse reports, offers services to the homeless, and manages Baltimore County's foster care operations.

One critical component of BCODSS's mission to protect vulnerable children is to ensure that children in foster care have the opportunity to develop and maintain their relationships with their biological siblings. Over the past seventeen (17) years, BCODSS has provided children who have been removed from their biological families a residential summer camp experience that they can share with their biological siblings. The camp is open to foster children from all 24 counties of Maryland. The participating siblings are also children, many of whom live in different foster homes, in the homes of relative caregivers, or in adoptive placements. BCODSS strives to offer an exceptionally memorable week that enhances the siblings' emotional bonds—by providing significant challenges and opportunities in which the children may offer and receive support from their siblings and by building shared memories that will retain significance throughout the siblings' lives.

To assist the children's comfort and experience with the camp, BCODSS makes a significant commitment of its own staff resources to optimize the camp experience for each individual child. Approximately 20 licensed social workers serve as Counselors throughout the camp session and provide supervision of the Campers during Recreational Activities. In addition to the licensed social workers, BCODSS recruits additional adults, including other DHS employees and former employees, adult alumni of prior sibling camps, Court Appointed Special Advocates (CASAs), and other adult volunteers to serve as Counselors. In total, BCODSS anticipates that approximately 50-55 Campers and 35-45 BCODSS Counselors will attend the Camp.

In order to foster sibling connections, BCODSS will designate five or six smaller groups, each containing 8-10 Campers and 4-5 BCODSS Counselors. The primary consideration in grouping the Campers is to maintain sibling

sets in the same group; each group may contain Campers with a wide range of ages. At all times, each Group will be supervised by at least two BCODSS Counselors, including at least one licensed social worker.

Accordingly, BCODSS is issuing this solicitation for the purpose of securing the services of a Contractor who can offer the residential camp experience for the BCODSS participants (including up to 100 Campers and BCODSS Counselors).

2.3 BCODSS and DHS Supplied Goods and Services

- 2.3.1** BCODSS will provide at least 35 Counselors, including licensed social workers, current and former DHS employees, adult alumni of prior sibling camps, CASAs, and other adult volunteers to assist in providing supervision throughout the camp at all times. The Contractor may utilize BCODSS Counselors to lead Recreational Activities, such as arts and crafts activities, camp game times, movie nights, camp sing-alongs, and similar activities, but the Contractor may not utilize BCODSS Counselors to lead any Specialized Activity. The Camp Director may utilize BCODSS Counselors to satisfy the adult supervision requirements provided in COMAR 10.06.16.54.
- 2.3.2** BCODSS will maintain emergency contact information for all Campers and BCODSS Counselors at all times.
- 2.3.3** BCODSS will coordinate with the Campers’ parents and/or legal guardians to obtain all forms required for participation in camp activities.
- 2.3.4** BCODSS will provide sleeping bags and/or other appropriate bedding for all Campers, unless otherwise directed by the Contractor.
- 2.3.5** BCODSS will provide the camp nurse with a list of all Campers who require prescription medication, their dosage schedules, and individually-labeled medications at the beginning of camp for dispensing to Campers throughout the camp. In addition, BCODSS will provide a nurse licensed in the State of Maryland to dispense medications and to assist in providing care to ill or injured Campers and Counselors.
- 2.3.6** BCODSS will organize, provide supervision for, and supply all art materials for a craft activity in which each Camper will create a special sibling memory product (such a memory quilt or poster). For additional information, see Section 2.4.3.2(b).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

2.4 Scope of Work – Requirements

2.4.1 Camp Operations

The Contractor shall provide dedicated space for the exclusive use of the Campers and BCOSS Counselors. The dedicated space shall consist of an insular environment that fosters a sense of community and safety for the entire community of Campers during all camp activities (including dining, lodging, and other outdoor activities) and that appropriately safeguards the confidentiality of the Campers (including the confidential foster-care status of the Campers).

(a) Camp Dates: The Camp facilities must be available for the Campers and Counselors in accordance with the following schedule:

Calendar Year	Counselor Orientation (See RFP § 2.4.6)	Full Camp Operations (See RFP §§ 2.4.2-2.4.5)
2018	June 18-19, 2018	June 19-24, 2018

Counselor Orientation shall occur during the 24-hours prior to the start of full camp operations. In addition, the Contractor shall provide access to the Camp, including at least one meeting room, to a two-person advance planning team at least 24 hours prior to the start of the Counselor Orientation. The last day of camp may not end before breakfast.

(b) Transportation. The Contractor shall provide a round-trip coach bus to transport the Campers between the Baltimore County Department of Social Services office located at 6401 York Road, Baltimore, Maryland 21212 to the camp location. If transportation is provided during a normal meal time, the Contractor shall provide the meal for the Campers.

2.4.2 Camp Facilities & Equipment

The Contractor shall provide camp facilities that include sleeping accommodations, cafeteria/dining hall, recreational space, and other spaces that include:

2.4.2.1 **Lodging**, including beds/bunks, hot showers, flush toilets and electricity. The lodging facilities shall also provide indoor or covered-outdoor areas for older Campers and BCOSS Counselors to congregate in the evenings when younger Campers are sleeping. The lodging facilities must provide separate accommodations for male and female camp participants with the understanding that there may be significant variation in the gender balance of the participants (in the past three years, the proportion of participants from one gender has varied from 40% to 50% of the overall participation rate). The lodging facilities shall provide for siblings of the same gender to be housed together regardless of age. The Contractor shall provide a plan that will minimize the opportunity for mixed gender gatherings during late evening or night-time hours.

2.4.2.2 **Indoor Cafeteria/Dining Hall.**

2.4.2.3 **Swimming Area** with shallow and deep areas appropriate for Campers, ages 7 to 17, possessing varied swimming abilities and large enough to accommodate 100 Campers and BCOSS Counselors for all-group swims (a swimming pool will generally be considered more appropriate than a lake; a lake that provides greater visibility and a sandy bottom will generally be considered more appropriate than a murky pond with a rocky bottom);

- 2.4.2.4 **Sports Fields, Courts, and Equipment** that provides ample space and equipment to play a variety of recreational sports, including basketball, baseball/softball, soccer, dodge ball, kick ball, volleyball, badminton, etc.
- 2.4.2.5 **Outdoor Meeting Areas**, preferably including a stage, benches, picnic tables, a bonfire, and night-time lighting, for group activities such as talent shows, a camp barbecue, and/or awards ceremonies.
- 2.4.2.6 **Indoor Recreational Areas**, including space for arts and crafts activities and sufficiently sized and equipped to provide alternative indoor activities when outdoor activities are limited by inclement weather (the Cafeteria/Dining Hall may be designated to serve as an indoor recreational area).
- 2.4.2.7 **Ancillary Areas**, including a nurse's station and an office area that contains at least one desk, one computer, high speed Internet access, printer, copy machine, fax machine, and landline telephone available for use by BCODSS Counselors, and parking spaces to accommodate at least thirty (30) vehicles driven by BCODSS Counselors to the camp facility.

2.4.3 Recreational Camp Activities

- 2.4.3.1 The Contractor shall provide Recreational Activities for all Campers from the time of their arrival through the time of departure, except during nighttime hours (9:00 pm to 8:00 a.m. each day).
- 2.4.3.2 The Contractor shall consult with the State Project Manager and develop a camp schedule no later than May 15th, 2018. The schedule is subject to final approval by the State Project Manager, and the Contractor shall make any modifications requested by the State Project Manager by June 1st, 2018. See **Attachment Q** for a sample schedule of camp activities.
 - (a) The schedule shall itemize both small group and whole group activities, including blocks of free time, beginning when the BCODSS Counselors first arrive and ending when the Campers depart. The schedule shall describe the specific activities for each of the five or six groups of Campers designated by the State Project Manager; each group will include 8-10 Campers and 3-4 BCODSS Counselors.
 - (b) The schedule must provide each Camper with at least one 90-minute time block to engage in a sibling memory product (such as a memory quilt or poster). (See Section 2.3.6)
 - (c) The schedule must provide alternative, planned activities in case of inclement weather.
- 2.4.3.3 The Contractor shall provide transportation as necessary for all off-site activities that meets or exceeds the requirements provided at COMAR 10.16.06.53.
- 2.4.3.4 Specialized Activities:
 - (a) The Contractor shall provide skilled personnel, including instructors and lifeguards, to supervise all Specialized Activities (in coordination with the BCODSS Counselors who will accompany the Campers at all times).
 - (b) The Contractor shall provide each Camper with Specialized Activities designed to build the Campers' self-esteem and confidence, such as horseback riding, rafting, canoeing, high ropes activities, zip lining, rock climbing, rappelling, archery, spelunking, or similar adventure camp activity that does not involve the use of firearms. The Contractor shall also provide for the BCODSS Counselors to join the Campers in all Specialized Activities.

- (c) The Contractor shall provide similar, alternative, age-appropriate activities if any Specialized Activity will not be age-appropriate for all Campers in consideration of the wide age spans that may exist in small groups in which siblings sets are grouped together.
- (d) The Contractor shall provide ample opportunities for all Campers and BCODSS Counselors to utilize the swimming area, including at least one all group swim. The Contractor shall ensure that the swimming level of each Camper is assessed and that Campers are restricted to utilize only the swimming areas appropriate to their swimming levels.
- (e) The Contractor shall ensure that it meets or exceeds all requirements provided at COMAR 10.16.06.51 and .52 regarding any Specialized Activity.
- (f) The Contractor shall ensure that it has received a signed permission authorization form, if required, prior to authorizing any Camper or BCODSS Counselor from participating in the Specialized Activity.

- 2.4.3.5 The Contractor shall provide at least one off-site, all-group adventure for all Campers and BCODSS Counselors (such as an amusement park, county fair, roller skating event, etc.)
- 2.4.3.6 The Contractor shall provide additional recreational activities, including all necessary supplies and equipment, such as free time to play on the fields and playground, additional arts and crafts activities (such as painting, pottery, photography and darkroom development, etc.), hiking, etc.
- 2.4.3.7 The Contractor shall ensure that its staff, at all times, have the patience, understanding, compassion, and capability of working with children who have experienced displacement from their biological families and who may frequently express greater behavioral, emotional, or oppositional difficulties than found in the general population of similarly aged children.
- 2.4.3.8 The Contractor shall provide all forms required to be completed by participants to any Recreational Activity, including any Specialized Activity, to the State Project Manager no later than May 1, 2018.

2.4.4 Meals and Snacks

- 2.4.4.1 The Contractor shall provide healthy and nutritious breakfasts, lunches, and dinners for the Campers and BCODSS Counselors.
- 2.4.4.2 The Contractor shall provide snacks during evening activities.
- 2.4.4.3 The Contractor shall provide birthday cakes and ice creams for at least one joint celebration.
- 2.4.4.4 Upon notice from the State Project Manager at least five days prior to start of the camp, the Contractor shall accommodate the food allergies and intolerances or religious restrictions of any Campers or BCODSS Counselors and/or provide appropriate vegetarian options as requested by individual Campers or BCODSS Counselors.
- 2.4.4.5 The provision of all food service must comply with best practices for safe handling, as delineated in COMAR 10.16.06.42.

2.4.5 Camp Safety and Maintenance

- 2.4.5.1 The Contractor shall have a licensed nurse in addition to the BCODSS nurse (see Section 2.35) on premises at all times during the camp. The Contractor shall ensure that the nurse has a locked and secure medical cabinet in which to keep housing medications, including prescription medications needed by Campers and BCODSS Counselors, and a system for keeping track of and dispensing medications as needed by the Campers. The nurse shall be qualified to dispense medications, administer first aid, CPR, and emergency allergy treatment, and shall refer Campers and BCODSS Counselors to appropriate local medical facilities as needed for injuries and illnesses.
- 2.4.5.2 The Contractor shall provide the State Project Manager with a copy of a written emergency plan that complies with the requirements set forth at COMAR 10.16.06.34.
- 2.4.5.3 The Contractor shall ensure that it complies with the safety, sanitation, and criminal background check requirements imposed on Youth Camps that operate in the State of Maryland pursuant to COMAR 10.16.06, including but not limited to the health and medication requirements; criminal background investigations; child abuse prevention and reporting requirements; water supply; sewage disposal; toilet facilities; bathing and hand washing facilities; sleeping facilities in resident youth camps; food service; garbage and other refuse; insect, rodent and vermin control; rabies controls; fire and other hazards; transportation; and supervision standards defined therein.
- 2.4.5.4 The Contractor shall provide janitorial services to maintain the lodging, cafeteria, and other common areas in clean, sanitary, and appropriate manner;
- 2.4.5.5 The Contractor shall promptly repair and resolve any electrical, plumbing, ventilation, safety, or other maintenance issue that may arise on the premises throughout the duration of the camp.
- 2.4.5.6 The Contractor shall ensure the confidentiality and privacy regarding the participation of all Campers in this program and may not allow the image or name of any Camper to be utilized in any publication, including any promotional materials, without the prior, express written authorization of the State Project Manager.
- 2.4.5.7 The Contractor shall have a license or certificate to operate a Residential Camp issued by the State of Maryland. The license, certificate, or accreditation shall be active during camp operations each year.

2.4.6 BCODSS Counselor Orientation

- 2.4.6.1 The Contractor shall coordinate all training and support activities during the BCODSS Counselor orientation period. See Section 2.4.1(a) for specific dates.
- 2.4.6.2 The Contractor shall ensure that the Contractor's Project Manager, Camp Director, and any other persons who has substantial responsibility over any planned activity attends the relevant parts of the BCODSS Counselor orientation and provides a tour of the grounds;

2.4.6.3 The Contractor shall ensure that the BCODSS Counselors receive all necessary training regarding the Contractor's written emergency plan pursuant to COMAR 10.16.06.34, the Contractor's written safety plan for Specialized Activities and camp trips pursuant to COMAR 10.16.06.52, and the transportation safety plan pursuant to COMAR 10.16.06.53.

2.4.7 Miscellaneous Expenses (Reimbursable)

The Contractor shall provide certain supplies and resources for needs that arise unexpectedly during the camp operations, including necessary items that a Camper forgets to bring (such as clothing, swimwear, sleeping bags, personal hygiene products) and/or supplies needed by BCODSS Counselors (such as replacement batteries for Departmental equipment) that are not otherwise provided for in this RFP. The Contractor shall utilize all reasonable measures to obtain such miscellaneous and necessary goods as expeditiously as possible, generally within the same day of the request.

The reasonable and fair market value of all miscellaneous expenses are reimbursable by the Department subject to the following conditions: (1) the expenditure is not needed to satisfy any other requirement imposed on the Contractor through the RFP (such as the provision of lodging, meals, snacks, or Recreational Activities); (2) the expenditure is reported on the form provided in the **Expense Activity Log (Attachment S)** and accompanied by an itemized receipt, invoice, purchase order, or similar documentation; (3) the expenditure is approved by the State Project Manager; and (4) the aggregate amount of miscellaneous expenditures does not exceed three thousand dollars (\$3000).

2.4.8 Contractor's Project Manager and Key Personnel

The Contractor shall designate the Contractor's Project Manager and its Camp Director as Key Personnel (see section 3.10 and 5.4.2.7 of the RFP). The Contractor's Project Manager will be responsible for ensuring that all services provided under the Contract are fulfilled in a timely and professional manner and is the State's point of contact for the services under the Contract. The Camp Director shall possess extensive experience in the development, organization and direction of a youth camp program and shall fulfill all roles specified for a Camp Director specified under COMAR 10.16.06, including but not limited to COMAR 10.16.06.51, .52, and .54 (requiring the Camp Director to be present at Specialized Activities, present on all camp trips, and available for consultation at all times when Campers are present at the camp). The Camp Director, or a specific designee, must be present on camp premises at all times when Campers are present at the camp. The Contractor may designate one person to serve as both the Contractor's Project Manager and the Camp Director.

2.4.9 Post-Award Kick-off Meeting

Within two weeks after all appropriate approvals (including BPW approval) and prior to the Contract start date, the State Project Manager, the Contractor and/or Contractor's Project Manager, and any other DHS or Contractor 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 Contract terms and conditions. The date, time and location of the Post-Award Kick-Off meeting will be indicated to the successful Offeror. Each Offeror shall affirm in the Proposal that, if selected for award, they will attend the Post-Award Kick-Off Meeting.

2.4.10 Reporting

The Contractor shall complete an evaluation of Camp operations after the end of the Camp. The Contractor shall submit the evaluation within 30 days of the last day of camp. The Contractor shall also submit the Camp Self-Assessment Form required by COMAR 10.16.06 upon completion for the year.

2.4.11 Meetings

The Contractor's Project Manager shall attend two scheduled meetings before the start of the Camp. The purpose of these meetings is to discuss, schedule, and finalize camp activities and operations. The Contractor's Project Manager

shall also attend one scheduled meeting following the end of the Camp. The purpose of this meeting is to evaluate the Camp's execution and discuss what improvements could be made for the future.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 3 – CONTRACTOR REQUIREMENTS: GENERAL REQUIREMENTS

3.1 Insurance Requirements

- 3.1.1 The Contractor shall maintain Commercial General Liability Insurance to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 3.1.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$5,000,000 per claim and annual aggregate.
- 3.1.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits, no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.1.4 Within five (5) Business Days of recommendation for Contract award, and before any work begins, the Contractor shall provide the Procurement Officer with current certificates of insurance, and update such certificates periodically, but no less than annually in multi-year contracts, as directed by the State Project Manager. Such copy of the Contractor’s current certificate of insurance shall contain at minimum the following:
- a. Workers’ Compensation – The Contractor shall maintain such insurance as necessary and/or required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act.
 - b. Commercial General Liability as required in Section 3.1.1.
 - c. Errors and Omissions/Professional Liability as required in Section 3.1.2.
 - d. Automobile and/or Commercial Truck Insurance as required in Section 3.1.3.
- 3.1.5 The State of Maryland shall be listed as an additional insured on any Commercial General Liability, Auto Liability, Professional/Cyber Liability, and excess liability or umbrella policies with the exception of Workers’ Compensation Insurance, which is currently handled by the Chesapeake Employer’s Insurance Company (formerly Injured Workers’ Insurance Fund). This means the faces of the certificates of insurance for these policies must state, “The State of Maryland is an Additional Insured.” All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the State Project Manager, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. In the event the State Project Manager receives a notice of non-renewal, the Contractor shall provide the State Project Manager with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and provide such policies.
- 3.1.6 The Contractor shall require that any subcontractors providing primary services (as opposed to non-critical, ancillary services) under this Contract obtain and maintain the same levels of insurance and shall provide the State Project Manager with the same documentation as is required of the Contractor.

3.2 Security Requirements

3.2.1 Employee Identification

3.2.1.1 Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

3.2.1.2 At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

3.2.2 Criminal Background Check

The Contractor shall obtain from all Contractor and subcontractor personnel assigned to work on the Contract a signed statement permitting a criminal background check. The Contractor shall secure at its own expense all criminal background check documentation required pursuant to COMAR 10.16.06.21 with all checks on personnel to be assigned to work under the Contract completed prior to assignment. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The Contractor may not assign an individual whose background check reflects any criminal activity to work under this Contract unless prior written approval is obtained from the State Project Manager.

3.3 Problem Escalation Procedure

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

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

3.3.2 The Contractor must provide the PEP no later than ten (10) Business Days after Contract Commencement. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract 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 Contract 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 Contractor's organization who would become involved in resolving a problem;
- c. For each individual listed in the Contractor'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 Contractor's PEP;
- d. Expedited escalation procedures and any circumstances that would trigger expedited 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, etc.) and on an emergency basis; and
- g. A process for updating and notifying the State Project Manager of any changes to the PEP.

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

3.4 Invoicing

3.4.1 General

3.4.1.1 All invoices for services shall be signed by the Contractor and submitted to the State Project Manager. All invoices shall include the following information:

- (1) Contractor name and address;
- (2) Remittance address;
- (3) Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- (4) Invoice period (i.e. time period during which services covered by invoice were performed);
- (5) Invoice date;
- (6) Invoice number;
- (7) State assigned Contract number;
- (8) State assigned (Blanket) Purchase Order number(s);
- (9) Goods or services provided; and
- (10) Amount due.

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

3.4.1.2 The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also see the "Living Wage" provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

3.4.1.3 To the extent that any miscellaneous expenses are submitted for reimbursement pursuant to RFP Section 2.4.7, a signed copy of the **Expense Activity Log (Attachment S)** shall be submitted with the invoice, together with an itemized receipt, invoice, purchase order, or similar documentation for each expense claimed for reimbursement.

3.4.2 Invoice Submission Schedule

The Contractor shall submit one invoice for all services provided pursuant to this solicitation no later than 30 days following the end of the camp each year.

3.5 SOC 2 Type 2 Audit Report

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

3.6 MBE Reports

If this solicitation includes an MBE Goal (see Section 4.26), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

- (1) **Attachment D-4A**, the **MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report** by the 10th of the month following the reporting period to the State Project Manager and the MBE Liaison Officer;
- (2) **Attachment D-4B** (*if applicable*), the **MBE Prime Contractor Report** by the 10th of the month following the reporting period to the State Project Manager and the MBE Liaison Officer; and
- (3) **Attachment D-5**, the **MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report** by the 10th of the month following the reporting period to the State Project Manager and the MBE Liaison Officer.

3.7 VSBE Reports

If this solicitation includes a VSBE Goal (see Section 4.27), the Contractor and its VSBE subcontractors shall provide the following VSBE Monthly Reports based upon the commitment to the goal:

- (1) **Attachment E-3**, the **VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report** by the 10th of the month following the reporting period to the State Project Manager and the VSBE Liaison Officer; and
- (2) **Attachment E-4**, the **VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report** by the 10th of the month following the reporting period to the State Project Manager and the VSBE Liaison Officer.

3.8 Liquidated Damages

Liquidated Damages is not a requirement for this Contract.

3.9 End of Contract Transition

End of Contract Transition is not a requirement for this Contract.

3.10 Substitution of Personnel

3.10.1 **Continuous Performance of Key Personnel.** Unless substitution is approved per paragraphs 3.10.2-3.10.4 of this section, Key Personnel shall be the same personnel proposed in the Contractor’s Technical Proposal, which will be incorporated into the Contract by reference. Such identified Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor’s Technical Proposal, without the prior written approval of the State Project Manager.

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

3.10.2 **Definitions.** For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – Any circumstance in an individual’s personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not

limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

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

Sudden – When the Contractor has less than thirty (30) days' prior notice of a circumstance beyond its control that will require the replacement of any Key Personnel working under the Contract.

3.10.3 **Key Personnel General Substitution Provisions.** The following provisions apply to all of the circumstances of staff substitution described in paragraph 3.10.4 of this section.

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

3.10.4 **Replacement Circumstances**

3.10.4.1 **Voluntary Key Personnel Replacement.** To voluntarily replace any Key Personnel, the Contractor shall submit substitution request as described in paragraph 3.10.3 of this section to the State Project Manager at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph 3.10.4 (2) of this clause, a substitution may not occur unless and until the State Project Manager approves the substitution in writing.

3.10.4.2 **Key Personnel Replacement Due to Vacancy.** The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section 3.10.4.1 of this section.).

Under any of the circumstances set forth in this paragraph 3.10.4.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph 3.10.3 of this

section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3.10.4.3 Key Personnel Replacement Due to an Indeterminate Absence. If any Key Personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the State Project Manager as required under paragraph 3.10.3 of this section.

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

3.10.4.4 Directed Personnel Replacement.

3.10.4.4.1 The State Project Manager may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 3.10.4.4.2. If after such remediation the State Project Manager determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the State Project Manager deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the State Project Manager can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph 3.10.3 of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

3.10.4.4.2 If deemed appropriate in the discretion of the State Project Manager, the State Project Manager shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the State Project Manager. If the State Project Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the State Project Manager within five (5) days, or in the timeframe set forth by the State Project Manager in writing.

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

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

3.11 Contract Duration and Type

- 3.11.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).
- 3.11.2 The period of time from the date of Contract Commencement through the Go-Live Date (see Appendix 1, Section 13 definition and 3.11.3) will be the Contract “Start-up Period.” During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go-Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.
- 3.11.3 As of the Go-Live Date contained in a Notice to Proceed (see Appendix 1, Section 18 definition), anticipated about May 1, 2018 the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, and the offerings in its Technical proposal, for the compensation described in its Financial Proposal.
- 3.11.4 The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date (the Start-Up Period as described in Section 3.11.2) plus four (4) months from the Go-Live Date for the provision of all services required by the Contract and the requirements of this solicitation.
- 3.11.5 The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the **Contract** (see **Attachment M**) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.
- 3.11.6 The Contract resulting from this solicitation shall be a mixed type, including a Firm Fixed Price Contract component under COMAR 21.06.03.02 B and a cost-reimbursement contract component under COMAR 21.06.03.03A (1). The only charges subject to reimbursement are described in RFP section 2.4.7; the remainder of the contractual services shall be incorporated in the firm-fixed prices, per person, stated in the **Financial Proposal Form (Attachment B)**.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 4 – PROCUREMENT INSTRUCTIONS

4.1 Pre-Proposal Conference

A Pre-Proposal Conference (the Conference) will be held at the date, time, and location indicated on the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

The Conference will be summarized. As promptly as is feasible after the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace. See RFP Section 4.2.

In order to assure adequate seating and other accommodations at the Conference, please e-mail or fax the **Pre-Proposal Conference Response Form (Attachment A)** to the attention of the Procurement Officer at least five (5) Business Days prior to the Pre-Proposal Conference date. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Pre-Proposal Conference date. The Department will make a reasonable effort to provide such special accommodation.

4.2 eMaryland Marketplace

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

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

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

4.3 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. Questions to the Procurement Officer shall be submitted via e-mail to the Procurement Officer's e-mail address indicated on the RFP Key Information Summary Sheet (Page iii). Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer via email 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 RFP in sufficient time for the answer to be taken into consideration in the Proposal.

4.4 Procurement Method

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

4.5 Proposals Due (Closing) Date and Time

Proposals, in the number and form set forth in RFP Section 5.2 “Proposals” must be received by the Procurement Officer at the Procurement Officer’s address no later than the Proposal Due date and time indicated on the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors) in order to be considered.

Requests for extension of this time or date will not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the RFP Key Information Summary Sheet 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 the RFP Key Information Summary Sheet for receipt of Proposals.

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

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

4.6 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

4.7 Economy of Preparation

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

4.8 Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. (Also, see RFP Section 5.4.2.2 “Claim of Confidentiality”). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

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

4.9 Award Basis

The Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP Section 6 for further award information.

4.10 Oral Presentation

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

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date for submission of Proposals or best and final offers (see Section 6.5.2.5) if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.12 Revisions to the RFP

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

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

4.13 Cancellations

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

In the event, a government entity proposes and receives the recommendation for award for the Contract resulting from this RFP, the procurement may be cancelled and the award processed as a Memorandum of Understanding in accordance with COMAR 21.01.03.01.A(4).

4.14 Incurred Expenses

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

4.15 Protest/Disputes

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

4.16 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the Proposal must be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see Section 4.26 "Minority Business Enterprise Goals" and Section 4.27 "Veteran-Owned Small Business Enterprise Goal").

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror shall submit with its Proposal an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

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

4.17 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the **Contract**, attached herein as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **A Proposal that takes exception to these terms may be rejected (see RFP Section 5.4.2.4).**

4.18 Proposal Affidavit

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

4.19 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a **Contract Affidavit**, a copy which is included as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award. The Contractor must also submit a Contract Affidavit with any Contract renewal, including the exercise of any options or modifications that may extend the Contract term. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

4.20 Compliance with Laws/Arrearages

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

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

4.21 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. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

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

4.22 False Statements

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

- (a) In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) 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 5 years or both.

4.23 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/X-1020130407.pdf.

4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the **Contract** "Prompt Payment" clause (see **Attachment M**).

Additional information is available on GOMA's website at:

<http://goma.maryland.gov/Documents/Legislation/PromptPaymentFAQs.pdf>.

4.25 Electronic Procurements Authorized

- 4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract.
- 4.25.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsol/>), and electronic data interchange.
- 4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section 4.25.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
- 4.25.4.1 The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
- (a) The solicitation (e.g., the RFP);
 - (b) Any amendments;
 - (c) Pre-Proposal conference documents;

- (d) Questions and responses;
- (e) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
- (f) Notices of award selection or non-selection; and
- (g) The Procurement Officer's decision on any Proposal protest or Contract claim.

4.25.4.2 An Offeror or potential Offeror may use e-mail or facsimile to:

- (a) Ask questions regarding the solicitation;
- (b) 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; and
- (c) Submit a "No Proposal Response" to the solicitation.

4.25.4.3 The Procurement Officer, the State Project Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or State Project Manager.

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

- (a) Submission of initial Proposals;
- (b) Filing of Proposal Protests;
- (c) Filing of Contract Claims;
- (d) Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
- (e) Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

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

4.26 Minority Business Enterprise Goals

There is no MBE subcontractor participation goal for this procurement.

4.27 Veteran-Owned Small Business Enterprise Goal

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

4.28 Living Wage Requirements

The Maryland Living wage law is not applicable to this solicitation.

4.29 Federal Funding Acknowledgement

- 4.29.1 There are programmatic conditions that apply to this Contract due to federal funding. (See **Attachment G**).
- 4.29.2 The total amount of federal funds allocated for the BCODSS is \$15,693,019 in Maryland State fiscal year FY18. This represents 48% 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.
- 4.29.3 This Contract contains federal funds. The source of these federal funds is: TANF. The CFDA number is: 93.558. The conditions that apply to all federal funds awarded by the Department are contained in **Federal Funds Attachment G**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to **Federal Funds Attachment G** and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of this Contract.

4.30 Conflict of Interest Affidavit and Disclosure

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

4.31 Non-Disclosure Agreement

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

4.32 HIPAA - Business Associate Agreement

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

4.33 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

4.34 Mercury and Products That Contain Mercury

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

4.35 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

4.36 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.37 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 5 – PROPOSAL FORMAT

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – TECHNICAL PROPOSAL
- Volume II – FINANCIAL PROPOSAL

5.2 Proposals

5.2.1 Volume I – Technical Proposal, and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, email address, and telephone number of a contact person for the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and four (4) copies. Unless the resulting package will be too unwieldy, the Department’s preference is for the two (2) sealed Volumes to be submitted together in a single package including a label bearing:

- (1) RFP title and number,
- (2) Name and address of the Offeror, and
- (3) Closing date and time for receipt of Proposals

to the Procurement Officer (see RFP Key Information Summary Sheet) prior to the date and time for receipt of Proposals (see RFP Section 4.4 “Proposals Due (Closing) Date and Time”).

5.2.2 An electronic version (on Compact Disk/CD or Digital Versatile Disc/DVD) of Volume 1 - Technical Proposal in Microsoft Word format must be enclosed with the original Volume I - Technical Proposal submission. An electronic version (on CD or DVD) of Volume II - Financial Proposal in Microsoft Word or Microsoft Excel format must be enclosed with the original Volume II - Financial Proposal submission. Each CD/DVD must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. Each CD/DVD must be packaged with the original copy of the appropriate Proposal (Technical or Financial). In the event of any discrepancy between the hard copy and electronic versions of an Offeror’s Proposal, the State shall determine the controlling version in accordance with the State’s interests.

5.2.3 A second electronic version of Volume I and Volume II in searchable Adobe .pdf format shall be submitted on CD or DVD for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see RFP Section 4.8 “Public Information Act Notice”).

5.2.4 Beginning with Tab B (see RFP Section 5.4.2.3), all pages of both Proposal volumes shall be consecutively-numbered from beginning (Page 1) to end (Page “x”). The Title Page, Table of Contents, and any Claim of Confidentiality (Tabs A and A-1; see RFP Sections 5.4.2.1 and 5.4.2.2), should be numbered using roman numerals (ex. i, ii, iii, iv, v, etc.).

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

5.3 Delivery

Offerors may either mail or hand-deliver Proposals.

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

5.4 Volume I – Technical Proposal

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

- 5.4.1 **Format of Technical Proposal.** Inside a sealed package described in Section 5.2 “Proposals,” the unbound original, four (4) copies, and the electronic version shall be provided. The RFP sections are numbered for ease of reference. Section 5.4.2 sets forth the order of information to be provided in the Technical Proposal, e.g., Section 5.4.2.1 “Title and Table of Contents,” Section 5.4.2.2 “Claim of Confidentiality,” Section 5.4.2.3 “Transmittal Letter,” Section 5.4.2.4 “Executive Summary,” etc. In addition to the instructions below, responses in the Offeror’s Technical Proposal should reference the organization and numbering of Sections in the RFP (ex. “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .,” etc.). This Proposal organization will allow State officials and the Evaluation Committee (see RFP Section 6.1) to “map” Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process.
- 5.4.2 **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:
 - 5.4.2.1 **Title Page and Table of Contents (Submit under TAB A).** The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.
 - 5.4.2.2 **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 Offeror’s Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 4.8 “Public Information Act Notice”). The entire Proposal should not be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.
 - 5.4.2.3 **Transmittal Letter (Submit under TAB B).** A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to

commit the Offeror to the services and requirements as stated in this RFP. The Transmittal Letter should include the following:

- (1) Name and address of the Offeror;
- (2) Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- (3) Solicitation Title and Solicitation Number that the Proposal is in response to;
- (4) Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- (5) Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- (6) Offeror's eMM number;
- (7) Offeror's MBE certification number (if applicable);
- (8) Acceptance of all State RFP and Contract terms and conditions (see Section 4.17); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 5.4.2.4); and
- (9) Acknowledgement of all addenda to this RFP.

5.4.2.4 Executive Summary (Submit under TAB C). The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide services (if applicable). In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary.

The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the **Contract (Attachment M)**, or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this RFP, the **Contract (Attachment M)**, or any other attachments, the Executive Summary shall so state.

5.4.2.5 Minimum Qualifications Documentation (If applicable, Submit under TAB D). The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP Section 1, "Minimum Qualifications."

5.4.5.6 Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E).

5.4.5.6.1 The Offeror shall address each Scope of Work requirement (RFP Section 2) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

5.4.5.6.2 The Offeror shall give a definitive **section-by-section** description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the

Offeror in providing the required services as outlined in RFP Section 2, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.

The Offeror's Work Plan shall include the following information:

- (a) The specific times when the camp area will be available for the exclusive and ~~continuous~~ use of the Campers and BCODSS Counselors, along with the location of the camp facility. The Proposal should describe how the space will foster a sense of community and safety for the entire community of Campers and will safeguard the confidentiality of the Campers. If the camp facilities will be shared with another group, the Offeror shall designate the location and hours at which specific camp areas will be available for the exclusive use of the BCODSS Campers and Counselors and shall describe how lodging facilities, dining areas, swimming areas, and outdoor meeting areas will be managed to ensure that the shared use will not interfere with the activities of the Campers and BCODSS Counselors.
- (b) A description, map and/or photographs that show the camp facilities and equipment that will be available for the exclusive use by the Campers and BCODSS Counselors and that satisfy the requirements of RFP Section 2.4.2 (the Work Plan should specify occupancy limits for lodging, swimming area, and applicable dining/meeting areas);
- (c) A description of all recreational activities that will be offered to the Campers and BCODSS Counselors on site, including the hours and occupancy limits when the swimming area will be available. The description of the swimming area should include a safety/lifeguarding plan, the depth and size of the swimming areas, the types of demarcations provided to separate different parts of the swimming areas, the size of the recreational space around the swimming area, and, for any natural body of water, the expected clarity of the water and type of ground under the lake and shoreside (e.g., sandy, rocky, muddy grassy). The description of the swimming area may include a description of any features or accessories that will encourage less-skilled swimmers to enter the swimming area and that will maximize the enjoyment of all camp participants during activities conducted in the swimming area.
- (d) A description of all recreational activities that will be offered to the Campers and BCODSS Counselors off-site, including the names of the providers, the address of the off-site locations, and the round-trip transportation times required to get to and return from each off-site locations;
- (e) A description of any plans or procedures that will minimize the opportunity for older Campers to gather in mixed gender grouping during late evening or night-time hours;
- (f) A description of the experience of the Offeror and its staff in working with children who have special behavioral or emotional needs and in working with children who are involved in the foster care system;
- (g) A description of the meals and snacks that will be offered, preferably including a draft menu that highlights any fresh or nutritious meal components;
- (h) A description of the Offeror's plan to ensure safety and provide maintenance at the camp;

- (i) A description of the Contractor’s proposed role in the BCODSS Counselor Orientation sessions;
- (j) The resume or description of the relevant experiences of the proposed Contractor’s Project Manager and Camp Director; and
- (k) Acknowledgment that the Offeror would attend the Post-Award Kick-Off Meeting if awarded the Contract.

5.4.2.7 **Experience and Qualifications of Proposed Staff (Submit under TAB F).** The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract.

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

5.4.2.8 **Offeror Qualifications and Capabilities (Submit under TAB G).** The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- (1) The number of years the Offeror has provided the similar services;
- (2) The number of clients/customers and geographic locations that the Offeror currently serves;
- (3) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
- (4) The Offeror’s process for resolving billing errors; and
- (5) An organizational chart (or brochure) that identifies the complete structure of the Offeror, including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

5.4.2.9 **References (Submit under TAB H).** At least three (3) references are requested from customers who are capable of documenting the Offeror’s ability to provide the services specified in this RFP. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years and shall include the following information:

- (1) Name of client organization;
- (2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- (3) Value, type, duration, and description of services provided.

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

5.4.2.10 **List of Current or Prior State Contracts (Submit under TAB I).** Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

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

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

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

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

- (1) Dun & Bradstreet Rating;
- (2) Standard and Poor's Rating;
- (3) Lines of credit;
- (4) Evidence of a successful financial track record; and
- (5) Evidence of adequate working capital.

5.4.2.12 Certificate of Insurance (Submit under TAB K). The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.1. See Section 3.1 for the required insurance certificate submission for the recommended Offeror.

5.4.2.13 Subcontractors (Submit under TAB L). The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.

5.4.2.14 Legal Action Summary (Submit under TAB M). This summary shall include:

- (1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- (2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- (3) A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and
- (4) In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, the name of the judge and location of the court.

5.4.2.15 **Economic Benefit Factors (Submit under TAB N).** The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Offeror's Total Proposal Price from **Attachment B**, the **Financial Proposal Form**. See COMAR 21.05.03.03A(3).

In responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:

- (1) Generic statements that the State will benefit from the Offeror's superior performance under the Contract;
- (2) Descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; and
- (3) Tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

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

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

- (1) The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;
- (2) The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
- (3) Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
- (4) Subcontract dollars committed to Maryland small businesses and MBEs; and
- (5) Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

5.4.3 **Additional Required Technical Submissions (Submit under TAB O).**

5.4.3.1 The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 5.4.2.

- a. Completed **Proposal Affidavit (Attachment C)**.

b. Completed **Maryland Living Wage Requirements Affidavit of Agreement (Attachment F-1)**.

5.4.3.2 ***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 5.4.2. *See appropriate RFP Section to determine whether the particular document is required for this procurement:

- (1) A Signed Statement from the Offeror's Parent Organization Guaranteeing Performance of the Offeror. **See Section 4.16;**
- (2) Completed **MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A)**. **See Section 4.26;**
- (3) Completed **Federal Funds Attachment (Attachment G)**. **See Section 4.29;**
- (4) Completed **Conflict of Interest Affidavit and Disclosure (Attachment H)**. **See Section 4.30;**
- (5) Completed **Mercury Affidavit (Attachment K)**. **See Section 4.34;**
- (6) Completed **Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Prime/Subcontractor Participation Schedule (Attachment E-1)**. **See Section 4.27;**
- (7) Completed **Location of the Performance of Services Disclosure (Attachment L)**. **See Section 4.35.**

5.5 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 5.2 "Proposals," the Offeror shall submit an original unbound copy, four (4) copies, and an electronic version in Microsoft Word or Microsoft Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the **Financial Proposal Form** only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 6 – EVALUATION AND SELECTION PROCESS

6.1 Evaluation Committee

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

6.2 Technical Proposal Evaluation Criteria

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

- 6.2.1 Offeror's Technical Response to RFP Requirements and Work Plan (See RFP § 5.4.2.6). The State prefers an Offeror's response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.
- 6.2.2 Experience and Qualifications of Proposed Staff (See RFP § 5.4.2.7)
- 6.2.3 Offeror Qualifications and Capabilities, including proposed Subcontractors (See RFP § 5.4.2.8 – 5.4.2.14)
- 6.2.4 Economic Benefit to State of Maryland (See RFP § 5.4.2.15)

6.3 Financial Proposal Evaluation Criteria

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

6.4 Reciprocal Preference

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

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

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

6.5 Selection Procedures

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

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

6.5.2 Selection Process Sequence

6.5.2.1 A determination is made that the **MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A)** is included and properly completed, if there is an MBE goal. In addition, a determination is made that the **VSBE Utilization Affidavit and Subcontractor Participation Schedule (Attachment E-1)** is included and is properly completed, if there is a VSBE goal. Finally, a determination is made that all Minimum Qualifications, if any (See RFP Section 1), have been satisfied.

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

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

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

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

6.5.3 **Award Determination.** Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of

the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical and financial factors will receive equal weight.

6.6 Documents Required upon Notice of Recommendation for Contract Award

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

- (1) **Contract (Attachment M)**,
- (2) **Contract Affidavit (Attachment N)**,
- (3) MBE **Attachments D-2 and D-3A/B**, within ten (10) Business Days, if applicable; *see **Section 4.26**,
- (4) MBE Waiver Justification within ten (10) Business Days (see **MBE Waiver Guidance and forms in Attachments D-1B and D-1C**), if a waiver has been requested (if applicable; *see **Section 4.26**),
- (5) VSBE **Attachment E-2**, if applicable *see **Section 4.27**,
- (6) Non-Disclosure Agreement (**Attachment I**), if applicable; *see **Section 4.31**,
- (7) **HIPAA Business Associate Agreement (Attachment J)**, if applicable; *see **Section 4.32**,
- (8) **DHS Hiring Agreement, Attachment O**, if applicable *see **Section 4.36**, and
- (9) Copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.1 “Insurance Requirements,” listing the State as an additional insured, if applicable; *see **Section 3.1**

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

RFP ATTACHMENTS

ATTACHMENT A – Pre-Proposal Conference Response Form

It is requested that this form be completed and submitted as described in RFP Section 4.1 by those potential Offerors that plan on attending the Pre-Proposal Conference.

ATTACHMENT B – Financial Proposal Instructions and Form

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

ATTACHMENT C – Proposal Affidavit

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

ATTACHMENTS D – Minority Business Enterprise Forms

If required (see RFP Section 4.26), these Attachments include the MBE subcontracting goal statement and instructions, and MBE Attachments D-1 through D-5. Attachment D-1 must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed not reasonably susceptible of being selected for award and rejected. Within ten (10) Business Days of receiving notification of recommendation for Contract award, the Offeror must submit Attachments D-2 and D-3A/B.

ATTACHMENTS E – Veteran-Owned Small Business Enterprise Forms

If required (see RFP Section 4.27), these Attachments include the VSBE Attachments E-1 through E-4. Attachment E-1 must be completed and submitted with the Technical Proposal. Attachment E-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

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

Attachment F-1 Living Wage Affidavit of Agreement must be completed and submitted with the Technical Proposal.

ATTACHMENT G – Federal Funds Attachment

If required (see RFP Section 4.29), these Attachments must be completed and submitted with the Technical Proposal as instructed in the Attachments.

ATTACHMENT H – Conflict of Interest Affidavit and Disclosure

If required (see RFP Section 4.30), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT I – Non-Disclosure Agreement

If required (see RFP Section 4.31), this Attachment 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 J – HIPAA Business Associate Agreement

If required (see RFP Section 4.32), 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 K – Mercury Affidavit

If required (see RFP Section 4.34), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT L – Location of the Performance of Services Disclosure

If required (see RFP Section 4.35), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT M – Contract

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

ATTACHMENT N – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT O – Department of Human Services (DHS) Hiring Agreement

If required (see RFP Section 4.36), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT P – Camp Safety Annual Report

This attachment is the Annual Report required for submission to DHMH within four (4) weeks of the end of camp.

ATTACHMENT Q – Camp Schedule – Sample

This attachment is provided as a sample to assist in the creation of a camp schedule.

ATTACHMENT R – COMAR 10.16.06

This attachment outlines the Code of Maryland Regulations regarding certification for Youth Camps.

ATTACHMENT S – Expense Activity Log

This attachment is provided to document any miscellaneous expenses and shall be submitted with the invoice, together with an itemized receipt, purchase order, or similar documentation for each expense claimed for reimbursement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

ATTACHMENT A – PRE-PROPOSAL CONFERENCE RESPONSE FORM

**Solicitation Number BCODSS/CS-18-006-S
OVERNIGHT SIBLING SUMMER CAMP**

A Pre-Proposal Conference will be held at the date, time, and location indicated in the RFP Key Information Summary Sheet (Page iii).

Please return this form at least five (5) Business Days prior to the Pre-Proposal Conference date, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the Procurement Officer. The Procurement Officer’s contact information is provided in the RFP Key Information Summary Sheet.

Please indicate:

Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 4.1 “Pre-Proposal Conference”):

Signature

Title

Name of Firm (please print)

ATTACHMENT B – FINANCIAL PROPOSAL INSTRUCTIONS & FORM

Financial Proposal Instructions B is included as a separate Microsoft Excel document.

B-2: FINANCIAL PROPOSAL FORM

Financial Proposal Form B-2 is included as a separate Microsoft Excel document.

ATTACHMENT C – PROPOSAL AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Offeror hereby certifies and agrees that the following information is correct: In preparing its Proposal on this project, the Offeror 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, sexual identity, 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 Proposal submitted by the Offeror on this project, and terminate any contract awarded based on the Proposal. As part of its Proposal, the Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Offeror 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 Offeror 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 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 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 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 Proposal submitted by the Offeror on this project, and terminate any contract awarded based on the Proposal.

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

The undersigned Offeror 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 Proposal 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 21.11.13; 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 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 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;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
- (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207, Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or

(15) 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)—(14) 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 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. SUBCONTRACT 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 Proposal that is being submitted; or

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Proposal price of the 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 Proposal 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, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

- (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. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the Proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. 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 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)

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

ATTACHMENTS D – MINORITY BUSINESS ENTERPRISE FORMS

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

ATTACHMENTS E – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

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

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

Maryland Living Wage Requirements Affidavit of Agreement

(submit with Proposal)

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

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

- Offeror is a nonprofit organization
- Offeror is a public service company
- Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

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

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

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

- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

Maryland Living Wage Requirements Affidavit of Agreement

(submit with Proposal)

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

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

- Offeror is a nonprofit organization
- Offeror is a public service company
- Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

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

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

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

- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

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

- 2) The contractor 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 contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

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

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

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 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.

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

	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.

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 be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

Signature of Authorized Certifying Individual

ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

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

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

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

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

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

ATTACHMENT I – NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through Department of Human Services’ Baltimore County Department of Social Services (the “Department”), and _____ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Overnight Siblings Summer Camp Solicitation # BCODSS/CS-18-006-S; and

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

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

1. 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” means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all Personally Identifiable Information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and Protected Health Information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. The Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. The Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT I-1. The Contractor shall update ATTACHMENT I-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. The Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and 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. The Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. The Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract. The Contractor shall complete and submit ATTACHMENT J-2 when returning the Confidential Information to the Department. At such time, the Contractor shall also permanently delete any Confidential Information stored electronically by the Contractor.
7. A breach of this Agreement by the Contractor or the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

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

Contractor: _____

Department of Human Services' Baltimore County
Department of Social Services

By: _____ (SEAL)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NON-DISCLOSURE AGREEMENT - ATTACHMENT I-1

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

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NON-DISCLOSURE AGREEMENT – ATTACHMENT I-2

CERTIFICATION TO ACCOMPANY RETURN OR DELETION 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 _____ (“Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

ATTACHMENT J – HIPAA BUSINESS ASSOCIATE AGREEMENT

This solicitation does not require a HIPAA Business Associate Agreement.

ATTACHMENT K – MERCURY AFFIDAVIT

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

ATTACHMENT L – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

This solicitation does not require a Location of the Performance of Services Disclosure.

ATTACHMENT M – CONTRACT “SAMPLE”

OVERNIGHT SIBLING SUMMER CAMP

THIS CONTRACT (the “Contract”) is made this (“Xth”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the Department of Human Services’, Baltimore County Department of Social Services.

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which is duly acknowledged by the parties, the parties agree as follows:

1. Definitions

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

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contract” means this agreement between (Contractor’s name) and the State of Maryland, acting through the Department of Human Services’, Baltimore County Department of Social Services.
- 1.3 “Contract Monitor” means the following Department employee identified as the Contract Monitor: Judith Schargin, 6401 York Road, Baltimore, Maryland 21212, Office: 410-853-3199, Fax: 410-853-3961, Email: Judith.Schagrin@maryland.gov.
- 1.4 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.5 “Department” means the Department of Human Services’, Baltimore County Department of Social Services.
- 1.6 “Financial Proposal” means the Contractor’s Financial Proposal dated (Financial Proposal date).
- 1.7 “Procurement Officer” means the following Department employee identified as the Procurement Officer: Jeannetta Boyce, 6401 York Road, Baltimore, Maryland 21212, Office: 410-953-3924, Fax: 410-853-3221, Email: Jeannetta.Boyce@maryland.gov.
- 1.8 “RFP” means the Request for Proposals for Overnight Sibling Summer Camp Solicitation # BCODSS/CS-18-006-S, and any addenda thereto issued in writing by the State.
- 1.9 “State” means the State of Maryland.
- 1.10 “Technical Proposal” means the Contractor’s Technical Proposal dated (Technical Proposal date).

2. Scope of Contract

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract for providing overnight summer camp to siblings in Foster Care living in separate homes for one week awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

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

Exhibit C – The Proposal (Technical and Financial)

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance.

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately four (4) months beginning May 1, 2018 and ending on August 30, 2018.
- 3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. (enter the following sentence for contracts with a Not-to-Exceed/NTE amount) Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract, including the base term and any option exercised by the State, shall not exceed \$ (enter NTE amount).
- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is (Contractor's FEIN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.
- 4.5 Contractor's eMaryland Marketplace vendor ID number is (Contractor's eMM number).

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantively equivalent to those of this Contract.

7. Patents, Copyrights, and Intellectual Property

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
- 7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.
- 8.2 This Section 8 shall survive expiration or termination of this Contract.

9. Loss of Data

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

10. Indemnification

- 10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and

disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

- 10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.
- 10.3 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.5 The Contractor shall immediately notify the Procurement Officer of any claim or lawsuit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, lawsuit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 10.6 This Section 10 shall survive termination of this Contract.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

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

13. Maryland Law

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland), does not apply to this Contract or any purchase order or Notice to Proceed issued under this Contract, or any software, or any software license required hereunder.
- 13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

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

16. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

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

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor

has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

19. Delays and Extensions of Time

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

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

21. Pre-Existing Regulations

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

22. Financial Disclosure

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

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and

(ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this Contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations or federal retention requirements (such as HIPAA), whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 24 shall survive expiration or termination of the Contract.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or subcontractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the Contract services being performed for the State.
- 25.2 Upon three (3) Business Days' notice, the Contractor and/or any subcontractors shall provide the State reasonable access to their respective records to verify conformance to the terms of the Contract. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy, at its own expense, any record related to the services performed and provided under this Contract.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s) that provide essential support to the Contract services. The Contractor and/or subcontractor(s) shall ensure the Department has the right to audit such subcontractor(s).
- 25.4 The Contractor and/or subcontractors shall cooperate with Department and Department's designated accountant or auditor and shall provide the necessary assistance for the Department or Department's designated accountant or auditor to conduct the audit.
- 25.5 This Section shall survive expiration or termination of the Contract.

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- 26.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 26.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

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

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

27. Cost and Price Certification

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

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

28. Subcontracting; Assignment

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

29. Liability

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

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

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

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

30. Commercial Nondiscrimination

30.1 As a condition of entering into this Contract, the Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, the Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall

provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- a. Not process further payments to the contractor until payment to the subcontractor is verified;
 - b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - e. Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:
- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
 - b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:
- a. Affect the rights of the contracting parties under any other provision of law;
 - b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
 - c. Result in liability against or prejudice the rights of the Department.

- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.

Verification shall include a review of the:

- i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- b. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - c. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
 - d. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

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

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Contract Monitor and Procurement Officer

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

35. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: Jeannetta Boyce
Procurement Officer
6401 York Road
Baltimore, Maryland 21212
Jeannetta.Boyce@maryland.gov

If to the Contractor: _____

36. Parent Company Guarantee

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

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

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

38. Confidentiality of Health and Financial Information

The Contractor agrees to keep information obtained in the course of this contract confidential in compliance with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use

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

39. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

40. Miscellaneous

- 40.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 40.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

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

CONTRACTOR

STATE OF MARYLAND
BALTIMORE COUNTY DEPARTMENT
OF SOCIAL SERVICES

By:

By: Gregory Wm. Branch, M.D., MBA, CPE,
FACP, Director BCODSS
Or designee:

Date

PARENT COMPANY (GUARANTOR) (if applicable)

By:

By:

Date

Date

Approved for form and legal sufficiency
this ____ day of _____, 20____.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

ATTACHMENT N – CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated _____, 201_____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT O – DHS HIRING AGREEMENT

This solicitation does not require a Hiring Agreement.

THIS PAGE IS INTENTIONALLY LEFT BLANK.

ATTACHMENT P – CAMP SAFETY ANNUAL REPORT

Youth Camp Safety Advisory Council Annual Report

Maryland Department of Health & Mental Hygiene (DHMH)
Center for Healthy Homes and Community Services (CHHCS)
6 St. Paul Street, Suite 1301, Baltimore, MD 21202-1608
Phone (410) 767-8417 or Toll Free 1-877-4MD-DHMH ext 8417
Fax (410) 333-8926

YEAR: _____ Revised copy

- **At the end of your camping season**, please complete the information below and submit the completed form to the Department of Health and Mental Hygiene (DHMH) at the above address or fax number. Maryland Certification for Youth Camps, COMAR 10.16.06.06, requires that an operator files an annual report and any required injury/illness reports **within 4 weeks of the end of camp**.
- If you do not submit an annual report and any required injury/illness reports within 4 weeks of the end of camp, you are in violation of the Certification for Youth Camp Regulations, COMAR 10.16.06.06. **According to Certification for Youth Camp Regulations, COMAR 10.16.06.14 this Office may deny your renewal application for failure to submit this annual report and any required injury/illness reports and camp will not be eligible to be in “Good Standing” with the Department and pay the reduced fee.**

→ Camp Name _____ Certificate # _____

→ Camp Address: _____ City: _____ State: _____ Zipcode: _____

→ Complete the following chart with the understanding that a camp may operate continuously throughout the season or with breaks in operation (i.e. weekends).

Week	Weekly Operation Dates		# of Days (A)	# of Campers (B)	# of Camper Days (A x B)	# of Reportable Injuries	# of Reportable Diseases/ Conditions	# of Medication Errors	# of Epi-nephrine	# of Fatalities	# of Staff
	Start Date (MM/DD/YY)	End Date (MM/DD/YY)									
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
Please Total These Columns →→→											

If not previously done, submit the required injury/illness report form(s) to DHMH, for each individual involved, with this annual report. In order to maintain confidentiality, remove camper/staff member's name and other personal identifiers from the completed injury/illness report form before submitting.

→ Signature _____ Date _____ Phone # _____

→ Print Name and Title of Person Completing this Form _____

→ Print Email of Person Completing this Form _____

DHMH #4764 (3/16)

ATTACHMENT Q – CAMP SCHEDULE SAMPLE

	GROUP	8:15	9:00	10:00	11:00	12:15	1:00	2:00	3:00	4:00	5:00	5:30	6:00	6:30	7:00	7:30	8:00	9:00
Monday	Group 1	BREAKFAST	Counselors Arrive and Prep for Camp				Lunch	Counselor Prep				HOPPER BELL (5:15)	DINNER	Counselor Prep				Campfire
	Group 2																	
	Group 3																	
	Group 4																	
	Group 5																	
	Group 6																	
Tuesday	Group 1	BREAKFAST	Counselor Teambuilding & Zipline			Lunch	Counselor Prep		Campers Arrive (make name tags, swim test, get to know you games, etc)		HOPPER BELL (5:15)	DINNER	Group Games/Amazing Race		Campfire (snack)	Get Ready for Bed		
	Group 2																	
	Group 3																	
	Group 4																	
	Group 5																	
	Group 6																	
Wednesday	Group 1	BREAKFAST	Free Time	Horseback Riding		Lunch	Arts & Crafts (CC)		Fee Time/Pool Time		HOPPER BELL (5:15)	DINNER	Girls Night in Lodges Boys Game Night Special activity for older youth		Get Ready for Bed			
	Group 2		Free Time	Arts & Crafts (CC)			Horseback Riding											
	Group 3		Rafting Outing (Pack out lunch)															
	Group 4		Scavenger Hunt		Zipline & Low Ropes													
	Group 5		Zipline & Low Ropes		Scavenger Hunt													
	Group 6		Scavenger Hunt		Zipline & Low Ropes													
Thursday	Group 1	BREAKFAST	Scavenger Hunt		Lunch	Zipline & Low Ropes		Fee Time/Pool Time (Special activity for older youth)		HOPPER BELL (5:15)	DINNER	Movie Nights & Talent Show Snack		Get Ready for Bed				
	Group 2		Zipline & Low Ropes			Scavenger Hunt												
	Group 3		Free Time	Horseback Riding		Arts & Crafts (CC)												
	Group 4		Free Time	Arts & Crafts (CC)		Horseback Riding												
	Group 5		Rafting Outing (Pack out lunch)															
	Group 6		Rafting Outing (Pack out lunch)															
Friday	Group 1	BREAKFAST	Rafting Outing (Pack out lunch)				Lunch	Zipline & Low Ropes		Fee Time/Pool Time		HOPPER BELL (5:15)	AMUSEMENT PARK OUTING		Get Ready for Bed			
	Group 2		Scavenger Hunt		Zipline & Low Ropes													
	Group 3		Zipline & Low Ropes		Scavenger Hunt													
	Group 4		Free Time	Horseback Riding		Arts & Crafts (CC)												
	Group 5		Free Time	Arts & Crafts (CC)		Horseback Riding												
	Group 6		Rafting Outing (Pack out lunch)															
Saturday	Group 2	BREAKFAST	Free Time	Scrapbooking (CC)		Lunch	Field games (kickball, dodgeball, etc)		Creek Hike (swimming hole)		HOPPER BELL (5:15)	BBQ Dinner/Carnival/Pool Party		Campfire (snack)	Get Ready for Bed			
	Group 3			Creek Hike (swimming hole)			Scrapbooking (CC)		Field games (kickball, dodgeball, etc)									
	Group 4			Field games (kickball, dodgeball, etc)			Creek Hike (swimming hole)		Scrapbooking (CC)									
	Group 5			Rafting Outing (Pack out lunch)														
	Group 6			Rafting Outing (Pack out lunch)														
	Group 6			Rafting Outing (Pack out lunch)														
Sunday	Group 1	BREAKFAST	Depart															
	Group 2																	
	Group 3																	
	Group 4																	
	Group 5																	
	Group 6																	

THIS PAGE IS INTENTIONALLY LEFT BLANK.

Title 10 DEPARTMENT OF HEALTH AND MENTAL HYGIENE

Subtitle 16 HOUSING

Chapter 06 Certification for Youth Camps

Authority: Family Law Article, §§5-560—5-568, 5-704, and 5-705; Health-General Article, §§2-104, 14-402(d), 14-403, 18-318, and 18-403; Health Occupations Article, §§8-6A-01—8-6A-16 and 14-306; Annotated Code of Maryland

10.16.06.01

.01 Scope.

This chapter does not apply to:

- A. Purely social activities of a family or the guests of a family;
- B. Subject to Regulation .03 of this chapter, programs or activities directed or operated by a board of recreation, recreation department, or similar public unit of a county, a municipal corporation as defined by Article 23A, §9, Annotated Code of Maryland, or the Maryland-National Capital Park and Planning Commission, that involve use of neighborhood facilities, including:
 - (1) Schools;
 - (2) Playgrounds;
 - (3) Parks; or
 - (4) Recreation centers;
- C. Subject to Regulation .04 of this chapter, programs or activities directed or operated by an agency of the State that involve occasional use of public facilities, including:
 - (1) Schools;
 - (2) Playgrounds;
 - (3) Parks; or
 - (4) Recreation centers; or
- D. Youth overnight programs sponsored by religious or community organizations operating or conducted for not more than 5 consecutive days during any 1 calendar year, such as a:
 - (1) Vacation bible school;
 - (2) Youth bike trip; or
 - (3) Activity similar to §D(1) or (2) of this regulation.

10.16.06.02

.02 Definitions.

- A. In this chapter, the following terms have the meanings indicated.
- B. Terms Defined.
 - (1) "Acceptance letter" means a notice sent to a unit of local government, the Maryland-National Capital Park and Planning Commission, or a State agency, issued by the Department pursuant to this chapter and Health-General Article, §14-403, Annotated Code of Maryland, accepting written certification that the programs or activities operated by:
 - (a) The unit or the Maryland-National Capital Park and Planning Commission comply with Regulation .03 of this chapter; or
 - (b) The State agency comply with Regulation .04 of this chapter.
 - (2) "Adult" means an individual 18 years old or older or an individual 17 years old who has graduated from high school.
 - (3) Adventure Camp.
 - (a) "Adventure camp" means an activity or program that exposes a camper to a life-threatening or serious injury because of the inherent danger of the activity.
 - (b) "Adventure camp" includes, but is not limited to:
 - (i) Bicycling;

- (ii) In-line skating;
- (iii) Piloting an airplane;
- (iv) A ropes course activity requiring belay or spotting;
- (v) Skateboarding;
- (vi) Skydiving;
- (vii) Snowboarding; or
- (viii) A similar activity or program.
- (c) "Adventure camp" does not include a sport activity or program, such as:
 - (i) Baseball;
 - (ii) Basketball;
 - (iii) Field hockey;
 - (iv) Football;
 - (v) Lacrosse;
 - (vi) Soccer;
 - (vii) Softball;
 - (viii) Volleyball; or
 - (ix) A similar sport activity or program.
- (4) "Alternative accreditation" means a national camping standard that:
 - (a) Is acceptable to the Secretary as providing adequate health and safety protection for the campers;
 - (b) Includes an annual monitoring process to verify compliance with the standard; and
 - (c) Complies with Regulation .19 of this chapter.
- (5) "Assistant counselor" means an individual who is 16 years old or older or an individual who has successfully completed the tenth grade.
- (6) "Camp" means a youth camp.
- (7) Camper.
 - (a) "Camper" means an individual younger than 18 years old who is attending a youth camp.
 - (b) "Camper" does not include a child younger than 3-1/2 years old.
- (8) "Certificate" means a document showing the authority to operate a youth camp, issued by the Department pursuant to this chapter and Health-General Article, §14-403, Annotated Code of Maryland, which displays the name of the person granted the authority.
- (9) "Community organization" means a local community association or club that:
 - (a) Does not operate for profit; and
 - (b) Sponsors an activity or program for members of the association or club.
- (10) "Counselor" means an individual who:
 - (a) Has a supervisory role with campers; and
 - (b) Is 18 years old or older or a high school graduate.
- (11) "Critical violation" means failure to comply with:
 - (a) Regulation .07 of this chapter;
 - (b) Regulation .10 of this chapter;
 - (c) Regulation .21 of this chapter;
 - (d) COMAR 10.16.07.03A(1) and (2);
 - (e) A majority of the required procedures in COMAR 10.16.07.03A(4) and (5);
 - (f) COMAR 10.16.07.04;
 - (g) COMAR 10.16.07.08A—C;
 - (h) A majority of the required procedures in Regulation .34A of this chapter;
 - (i) A majority of the required procedures in Regulation .35B of this chapter;
 - (j) Regulation .46A(1) and (2) of this chapter;
 - (k) Regulation .47C and F(6)—(9) of this chapter;
 - (l) Regulation .48D(1) of this chapter;
 - (m) Regulation .49C of this chapter;
 - (n) Regulation .50B of this chapter;
 - (o) Regulation .51B of this chapter;
 - (p) Regulation .52A(1) and B(1) of this chapter;
 - (q) A majority of the required procedures in Regulation .52A(2)—(5) of this chapter;
 - (r) Regulation .53A(1) and (2) of this chapter; or
 - (s) Regulation .54 of this chapter.
- (12) "Day" means all or part of a 24-hour period beginning at 12 a.m.

- (13) "Day camp" means a youth camp that:
- (a) Is operated for all or part of the day but less than 24 hours a day;
 - (b) Is conducted for at least 7 calendar days during a 3-week period; and
 - (c) Provides three or more recreational activities or any one specialized activity or program.
- (14) "Department" means the Department of Health and Mental Hygiene.
- (15) "Director" means an individual or the individual's designee who in either case:
- (a) Is 21 years old or older;
 - (b) Possesses at least 24 weeks of previous experience in a camping or children's program as an administrator or a supervisor; and
 - (c) Holds the primary overall responsibility of the administration of camp program operations and support services.
- (16) "Formal instructor training" means an established program for a specialized activity that:
- (a) Includes an organized curriculum focusing on instruction technique, safety, supervision, and equipment management in the activity offered;
 - (b) Requires demonstration of the individual's instruction techniques; and
 - (c) Evaluates the individual's knowledge and skill in instruction techniques.
- (17) "Good standing" means:
- (a) Compliance with the:
 - (i) Annual report and self-assessment submission requirements as specified in Regulation .06 of this chapter; and
 - (ii) Application procedure and fee requirements as specified in Regulation .08 of this chapter; and
 - (b) A camp that in the previous calendar year paid the application fee as set forth in COMAR 10.01.17.02; and
 - (c) Had no critical violations of this chapter found by the Department during an inspection:
 - (i) In the last 2 calendar years; or
 - (ii) For a camp in good standing, in the last calendar year that an inspection took place.
- (18) "High ropes" means an adventure camp course activity where the potential drop to the ground for the camper exceeds 3 feet.
- (19) Instructor.
- (a) When a national instructor certification organization is available for a specialized activity, "instructor" means an individual who is 18 years old or older or a high school graduate who has documented experience indicating knowledge and skill in teaching specific to the activity conducted, such as:
 - (i) An instructor's certificate from a national organization; or
 - (ii) A letter of reference from a national organization, school authority, or certified instructor trainer.
 - (b) When a national instructor certification organization is not available for a specialized activity, "instructor" means an individual who is 18 years old or older or a high school graduate who has documented experience indicating knowledge and skill in teaching specific to the activity conducted, such as:
 - (i) A college course in teaching the activity conducted;
 - (ii) A letter of reference from a school authority, certified instructor trainer, or regional authority;
 - (iii) A State-certified public or nonpublic school teacher who has 6 weeks of experience supervising or teaching the activity; or
 - (iv) Proof of satisfactory completion of formal instructor training.
- (20) "Letter of compliance" means a notice to an operator of a youth camp directed or operated by a bona fide religious organization, issued by the Department pursuant to this chapter and Health-General Article, §14-403, Annotated Code of Maryland, granting the operator the authority to operate the youth camp.
- (21) Occasional Use.
- (a) "Occasional use" means periodic involvement in a program where there is no expectation of regular attendance.
 - (b) "Occasional use" includes allowing a participant to come to and leave the program at will.
- (22) "Operate" means to supervise, control, conduct, or manage a youth camp as:
- (a) An owner;
 - (b) An agent of the owner;
 - (c) A lessee of the owner;
 - (d) A director; or
 - (e) An independent contractor.
- (23) "Operator" means a person who owns, supervises, controls, conducts, or manages a youth camp.
- (24) "Person" means an individual, receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind and any partnership, firm, association, corporation, or other entity.
- (25) "Personnel administrator" means an adult who is 21 years old or older and:
- (a) Has completed a:
 - (i) National and State criminal history records check through the Maryland Department of Public Safety and Correctional Services using the Department's authorization number; and
 - (ii) Child Protective Services background clearance using the Department's contact information; and
 - (b) Who the Department has determined is eligible to serve according to Regulation .21D—F of this chapter.

- (26) "Potentially hazardous food" has the meaning stated in COMAR 10.15.03.
- (27) "Primarily recreational activities" means that 50 percent or more of a camper's time at camp is spent in recreational activities.
- (28) "Primitive camp" means a day camp or residential camp where permanent facilities for water supply and sewage disposal systems, food service facilities, sleeping areas, bathing facilities, and hand-washing facilities are not available.
- (29) Recreational Activity.
- (a) "Recreational activity" means a pleasurable, interesting, and entertaining activity.
- (b) "Recreational activity" includes, but is not limited to:
- (i) Structured or unstructured play;
 - (ii) A nature walk;
 - (iii) A field trip;
 - (iv) A sports activity;
 - (v) A game;
 - (vi) A hobby;
 - (vii) Music;
 - (viii) Drama;
 - (ix) Dance;
 - (x) Art;
 - (xi) A craft;
 - (xii) Except if for credit and taught by a certified teacher, a subject matter enrichment program;
 - (xiii) A specialized activity; or
 - (xiv) Instruction or skill development in an activity listed in §B(29)(b)(i)—(xiii) and (30) of this regulation.
- (30) "Residential camp" means a youth camp operating at a facility or campsite at which a camper either lives apart or intends to live apart from the camper's relatives, parents, or legal guardians for at least 5 consecutive days.
- (31) Routine Activity.
- (a) "Routine activity" means any type of activity other than a specialized activity that is conducted for children by a youth camp.
- (b) "Routine activity" includes:
- (i) Except for a specialized activity, a recreational activity listed in §B of this regulation;
 - (ii) Eating;
 - (iii) Sleeping;
 - (iv) Napping;
 - (v) Playing;
 - (vi) Watching a movie or television; or
 - (vii) Similar activity.
- (32) "Secretary" means the Secretary of Health and Mental Hygiene or the Secretary's designee.
- (33) "Specialized activity" means:
- (a) An adventure camp activity or program;
 - (b) An aquatic program;
 - (c) Archery;
 - (d) Artistic gymnastics;
 - (e) Firearms control;
 - (f) Hang gliding;
 - (g) High ropes;
 - (h) Horseback riding;
 - (i) Motorized vehicle activities;
 - (j) Rappelling;
 - (k) Riflery;
 - (l) Road cycling;
 - (m) Rock climbing;
 - (n) Skiing; and
 - (o) Spelunking.
- (34) "Substantial outdoor recreational component" means that 25 percent or more of a camper's time at camp is spent in outside recreational activities.
- (35) "Travel camp" means a residential camp that:
- (a) Operates for at least 5 consecutive days; and
 - (b) Provides for campers to use motorized transportation to move as a group to a site or among sites for experiences in different environments.
- (36) "Trip camp" means a residential camp:

- (a) That operates for at least 5 consecutive days; and
 - (b) In which a group of campers moves from one site to another under their own power or by transportation that permits individual guidance of a vehicle or animal.
- (37) "Unit" means a board, department, agency, or other component of a county or a municipal corporation as defined by Article 23A, §9, Annotated Code of Maryland.
- (38) "Water safety rescuer" means an individual who is certified by a national organization and the certification substantiates that the individual:
- (a) Is proficient and knowledgeable in water rescue techniques and safety procedures appropriate to the activity offered; and
 - (b) Demonstrates appropriate skills for safe water rescue.
- (39) Youth Camp.
- (a) "Youth camp" means a day camp, residential camp, travel camp, or trip camp that:
- (i) During a calendar year, accommodates seven or more campers who are unrelated to the youth camp operator;
 - (ii) Provides primarily recreational activities or has a substantial outdoor recreational component;
 - (iii) Has permanent buildings, temporary buildings, or no buildings; and
 - (iv) Operates on owned private property, owned private facilities, leased private property, leased private facilities, public property, or public facilities.
- (b) "Youth camp" includes a program that operates:
- (i) At a camp premises before, after, or before and after the camp program; and
 - (ii) Before, after, or before and after a school term.
- (c) "Youth camp" does not include:
- (i) A child care center as defined by COMAR 13A.16.01;
 - (ii) A child care program as defined by COMAR 13A.17.01;
 - (iii) A family child care home as defined by COMAR 13A.15.01;
 - (iv) A program that operates before, after, or before and after a public or nonpublic school's daily session;
 - (v) A program that operates before, after, or before and after a child care program's daily session as set forth in §B(39)(c)(i)—(iii) of this regulation;
 - (vi) An instructional program in a specialized activity operated for 2 hours or less daily;
 - (vii) A competitive activity sponsored by a sports league or the United States Pony Clubs, Inc.;
 - (viii) A summer school program when the curriculum is offered for academic credit and is taught by a Maryland State Department of Education certified teacher or a teacher qualified under COMAR 13A.09.09;
 - (ix) A day care or child care program that has as its primary purpose the custodial care of children;
 - (x) A program that enrolls a child younger than 3-1/2 years old; or
 - (xi) A recreational activity or program where each child's parent or legal guardian is present throughout the duration of the activity or program, participates in the activity or program, and oversees the activities of the child.
- (40) "Youth Camp Safety Advisory Council" means an 11 member body that:
- (a) Advises and assists the Department in developing regulations for camps; and
 - (b) Reports annually to the Secretary on:
 - (i) The number of youth camps;
 - (ii) The number of camps in each county;
 - (iii) The number of campers; and
 - (iv) Any other pertinent information.

10.16.06.03

.03 Local Government Health and Safety Standards.

A. Subject to the provisions of §B of this regulation, each unit of local government shall:

- (1) Adopt health and safety standards pertaining to the operation of youth camps; and
- (2) Submit to the Department documentation that verifies that the unit of local government maintains standards that are at least as protective as those required by this chapter.

B. Each unit of local government or the Maryland-National Capital Park and Planning Commission that directs or operates a program or activity under Regulation .01B of this chapter shall certify to the Department, in writing on a form prescribed by the Department, on or before April 1 of each year, that all of those programs or activities operated by the unit comply with:

- (1) Applicable health and safety standards of the local jurisdiction in which the program or activity is located; and
- (2) Any State law the enforcement of which has been delegated to local government.

C. A unit of local government or the Maryland-National Capital Park and Planning Commission that directs or operates a program or activity under Regulation .01B of this chapter may annually elect to comply with Health-General Article, Title 14, Subtitle 4, Annotated Code of Maryland, and this chapter and apply for youth camp certification for that program or activity.

10.16.06.04

.04 State Agency Program or Activity.

Each agency of the State that directs or operates a program or activity that is not exempt under Regulation .01C of this chapter shall annually certify to the Department, in writing on a form prescribed by the Department on or before April 1 of each year, that each program or activity operated by the State agency complies with Health-General Article, Title 14, Subtitle 4, Annotated Code of Maryland, and this chapter.

10.16.06.05

.05 Random Inspections, Complaints, and Violations.

The Department shall:

A. Conduct inspections of:

(1) A random 5 percent sample of programs or activities described under Regulations .03 and .04 of this chapter to ensure that each program or activity is in compliance with all applicable health and safety laws and standards; and

(2) Any program or activity about which a complaint has been filed; and

B. Advise the unit of local government or State agency of any significant violation of Maryland regulations that would adversely impact the health or safety of children participating in a program or activity.

10.16.06.06

.06 Annual Report and Self-Assessment.

A. An operator of a program or activity that complies with Regulation .03 or .04 of this chapter and an operator of a youth camp shall submit an annual report, on a form prescribed by the Department, within 4 weeks of the end of the program, activity, or camp to the Department stating:

(1) The actual camper days, that is, the sum total of the actual number of campers who attended camp each day during a camp season;

(2) The number of injuries and illnesses that required an operator to submit a report to the Department under COMAR 10.16.07.06; and

(3) Other pertinent information requested by the Department.

B. An operator of a camp that paid the reduced fee for a camp in good standing as set forth in COMAR 10.01.17.02B(2) shall:

(1) Complete a self-assessment on a form prescribed by the Department by the end of the first week of camp operation each year; and

(2) Submit the same form to the Department within 4 weeks of the end of the camp.

10.16.06.07

.07 Certification or Letter of Compliance.

A. An operator of a youth camp shall obtain a youth camp certificate or letter of compliance issued by the Department, which allows the operator to:

(1) Operate the youth camp during the period specified on the certificate or letter of compliance; and

(2) Provide a specialized activity at a specific location.

B. An operator may not:

(1) Operate a youth camp as defined by this chapter and Health-General Article, §14-401, Annotated Code of Maryland, unless the operator has obtained a youth camp certificate or letter of compliance from the Department;

(2) Operate a youth camp except during the period of time specified on the certificate, the letter of compliance, or an amendment letter from the Department;

(3) Provide a specialized activity that is not specified on the certificate, the letter of compliance, or an amendment letter from the Department; and

(4) Provide a specialized activity at a location that is not approved by the Department.

C. A certificate or letter of compliance may not be transferred from:

- (1) One person to another person;
- (2) One location to another location; or
- (3) One youth camp to another youth camp.

10.16.06.08

.08 Application Procedures and Fees.

A. For a camp that was not issued a certificate or a letter of compliance by the Department in the previous calendar year, an operator shall:

- (1) Apply for a certificate or, in the case of an operator of a youth camp directed or operated by a bona fide religious organization, a certificate or letter of compliance, on a form prescribed by the Department;
- (2) Except as provided in §§D and E of this regulation, pay to the Department the fee as set forth in COMAR 10.01.17.02 at the time of application; and
- (3) Submit documentation that verifies compliance with or capability of compliance with:
 - (a) Construction or alteration of a camp facility as specified in Regulation .20 of this chapter;
 - (b) Personnel administrator's criminal background investigation as specified in Regulation .21A of this chapter;
 - (c) Health and medication requirements as specified in Regulation .22 of this chapter;
 - (d) Emergency procedures as specified in Regulation .34A of this chapter;
 - (e) Child abuse prevention and reporting procedures as specified in Regulation .35B of this chapter;
 - (f) Water supply as specified in Regulation .36B(1)—(2), C, or D of this chapter;
 - (g) Sewage disposal as specified in Regulation .37A(1)—(2), B, C, or D of this chapter;
 - (h) Bathing and hand washing as specified in Regulation .39B of this chapter;
 - (i) Food service as specified in Regulation.42A(1) or B of this chapter;
 - (j) Fire and electrical code safety as specified in Regulation .46A or B of this chapter;
 - (k) Aquatic programs as specified in Regulation .47A, C, and F(7)—(9) of this chapter;
 - (l) Marksmanship as specified in Regulation .48E of this chapter;
 - (m) Archery as specified in Regulation .49D of this chapter;
 - (n) Horseback riding as specified in Regulation .50C of this chapter; and
 - (o) Specialized activities, trips, transportation, and supervision as specified in Regulations .51—.54 of this chapter.

B. For a camp that was issued a certificate or a letter of compliance by the Department in the previous calendar year and wishes to renew its certificate or letter of compliance for another year, an operator shall:

- (1) Apply for a certificate or, in the case of an operator of a youth camp directed or operated by a bona fide religious organization, a certificate or letter of compliance, on a form prescribed by the Department;
- (2) Except as provided in §§D and E of this regulation, pay to the Department the required fee as set forth in COMAR 10.01.17.02 at the time of application;
- (3) When a new specialized activity or a new location for a specialized activity is added to the camp's program, submit documentation that verifies compliance with Regulations .47—.52 of this chapter; and
- (4) When a camp changes location, submit documentation that verifies compliance with:
 - (a) Construction or alteration of a camp facility as specified in Regulation .20 of this chapter;
 - (b) Water supply as specified in Regulation .36B(1)—(2), C, or D of this chapter;
 - (c) Sewage disposal as specified in Regulation .37A(1)—(2), B, C, or D of this chapter;
 - (d) Food service as specified in Regulation .42 of this chapter; and
 - (e) Fire and electrical code safety as specified in Regulation .46A or B of this chapter.

C. Except for a unit of local government, the Maryland-National Capital Park and Planning Commission, an agency of the State, and as provided in §E of this regulation:

- (1) An operator of multiple camps at separate sites shall apply for a separate certificate and pay a separate fee for each camp site; and
- (2) When multiple operators of camps are using the same site, each operator shall:
 - (a) Apply for a separate certificate; and
 - (b) Pay a separate fee.

D. A unit of local government, the Maryland-National Capital Park and Planning Commission, or an agency of the State may annually opt to apply for only one certificate on a form prescribed by the Department and pay only one fee for all programs or activities directed or operated.

E. When a camp is accredited in accordance with Regulation .19 of this chapter:

- (1) The operator shall apply for a certificate on a form prescribed by the Department; and

(2) The Department may not charge the operator a fee.

F. An operator of a camp that was not issued a certificate or a letter of compliance by the Department in the previous calendar year shall, at least 60 days before the proposed opening date:

- (1) Submit the completed application on the prescribed form;
- (2) Except as provided in §E of this regulation, pay the required fee; and
- (3) Submit the required compliance documentation.

G. An operator of a camp that was issued a certificate or a letter of compliance by the Department in the previous calendar year shall, at least 30 calendar days before the proposed opening date:

- (1) Submit the completed renewal application on the prescribed form;
- (2) Except as provided in §E of this regulation, pay the required fee;
- (3) Pay any fee owed in accordance with §H of this regulation; and
- (4) Submit the required compliance documentation.

H. Payment of Fee Difference Owed.

(1) The Department shall:

(a) Calculate a fee difference, that is, the difference between the fee paid at the time of application and the fee owed, based on information reported by a camp operator in the annual report for the past calendar year as required by Regulation .06 of this chapter; and

(b) Notify a camp operator of any fee owed to the Department.

(2) Within 2 weeks following receipt of the notice from the Department, the camp operator shall pay the fee owed to the Department.

10.16.06.09

.09 Inspections.

A. The Department shall:

- (1) Monitor a youth camp for compliance with this chapter; and
- (2) Inspect the camp at least every fourth year or as necessary for the enforcement of this chapter.

B. Right to Inspect.

(1) The Department may enter, at reasonable times, the property of a youth camp for the purposes of inspecting, monitoring, and verifying information relative to the enforcement of this chapter.

(2) A person may not deny or interfere with the Department's entry into a youth camp under this chapter.

(3) An operator shall permit a representative of the Department to examine and copy records of the youth camp to verify information relative to the enforcement of this chapter.

C. Report of Inspection. During a camp inspection, the Department shall:

- (1) Record the inspection results on an inspection form prescribed by the Department;
- (2) Identify on the inspection form the conditions found that violate the provisions of this chapter;
- (3) Notify the camp operator on the inspection form to correct violations by a specific date; and
- (4) Provide one copy of the inspection report to the camp director.

D. The completed inspection report is a public document that is available for public disclosure in accordance with State Government Article, §§10-611—10-628, Annotated Code of Maryland.

10.16.06.10

.10 Time Period for Correction of Violations.

A. An operator shall correct a violation:

- (1) Immediately, if it creates an imminent and substantial danger to a camper; and
- (2) Within the period of time specified by the Department.

B. The Department may modify a specified time limit of correction when a written schedule of compliance submitted by the camp operator assures that:

- (1) The correction will be made within a mutually agreeable amount of time; and
- (2) No imminent and substantial danger to a camper exists without the correction.

10.16.06.11

.11 Variances.

- A. An operator may apply, in writing, to the Department for a variance of a requirement under this chapter, specifying:
- (1) The affected regulation;
 - (2) The reason for the request;
 - (3) The name and address of the applicant;
 - (4) The name and location of the camp; and
 - (5) That the requirement is met by an alternative that complies with the intent of the regulation.
- B. The Department may grant a variance of a requirement of this chapter if the:
- (1) Operator applies for a variance of a requirement in accordance with §A of this regulation; and
 - (2) Campers' health, safety, and well being are not compromised if the variance is granted.
- C. The Department shall:
- (1) Grant a variance for a specific time period; and
 - (2) Specify the terms of the variance.
- D. When the Department grants a variance for a requirement and the operator complies with the terms of the variance as specified by the Department, the Department shall consider the camp to be in compliance with the applicable regulation.

10.16.06.12

.12 Issuance of a Certificate, Letter of Compliance, or Acceptance Letter.

- A. Certificate or Letter of Compliance.
- (1) The Department shall issue a nontransferable certificate or letter of compliance in accordance with the information provided on the application to a camp that meets the requirements of this chapter.
 - (2) Except for a camp that applies under Regulation .08A, when a camp does not meet all the requirements of this chapter, the Department may issue a nontransferable certificate or letter of compliance in accordance with the information provided on the application if:
 - (a) The Department approves a written schedule of compliance submitted by the camp operator that assures that corrections that will bring the camp into compliance with the requirements of this chapter will be made within a mutually agreed upon limited time; and
 - (b) There exists no imminent and substantial danger to a camper by the camp's not being in total compliance with the requirements of the chapter for the limited time.
- B. Acceptance Letter for a Unit of Local Government or State Agency. The Department shall issue an acceptance letter to:
- (1) A unit of local government or the Maryland-National Capital Park and Planning Commission that complies with Regulation .03 of this chapter; or
 - (2) An agency of the State that complies with Regulation .04 of this chapter.

10.16.06.13

.13 Posting of Certificate, Letter of Compliance, or Acceptance Letter.

An operator shall:

- A. Post a certificate, letter of compliance, or acceptance letter in a conspicuous place on the premises; or
- B. For a primitive, travel, or trip camp, have the certificate, letter of compliance, or acceptance letter available upon request.

10.16.06.14

.14 Denial of a Certificate or Letter of Compliance.

- A. The Department may deny an application for a certificate or a letter of compliance, setting forth in writing the reason or reasons for the denial, if the operator:
- (1) Fails to:
 - (a) Correct a violation within the specified time period;
 - (b) Comply with an approved written schedule of compliance;
 - (c) Correct immediately a violation that the Department has indicated is an imminent and substantial danger to a camper;
 - (d) Correct an outstanding violation from a previous certification or letter of compliance period;
 - (e) File an annual report in accordance with Regulation .06 of this chapter;
 - (f) Pay a fee owed as set forth in Regulation .08H of this chapter; or
 - (g) If applicable, file a self-assessment in accordance with Regulation .06 of this chapter;
 - (2) Fraudulently or deceptively obtains or attempts to obtain a certificate or letter of compliance;

- (3) Fraudulently or deceptively uses a certificate or letter of compliance;
- (4) Violates a provision of the Maryland Youth Camp Act, Health-General Article, §§14-401—14-411, Annotated Code of Maryland; or
- (5) Violates a provision of this chapter.

B. The Department shall deny an application for a certificate or a letter of compliance in writing, setting forth the reason or reasons for the denial, if the operator fails within the time period specified by the Department to correct a violation of:

- (1) Regulation .08 of this chapter;
- (2) Regulation .20 of this chapter;
- (3) Regulation .21A(2) of this chapter;
- (4) Regulation .22 of this chapter;
- (5) Regulation .34 of this chapter;
- (6) Regulation .35 of this chapter;
- (7) Regulation .36A and B(1)—(2), C, or D of this chapter;
- (8) Regulation .37A(1)—(2), B, C, or D of this chapter;
- (9) Regulation .39A(2)—(4) and (8)(c) and B of this chapter;
- (10) Regulation .42 of this chapter;
- (11) Regulation .46A or B of this chapter; and
- (12) Regulations .47—.54 of this chapter.

C. The Department may deny an application for a certificate or letter of compliance if the health, safety, or welfare of a camper at the camp is or has been threatened.

D. The Department shall give the camp operator:

- (1) Written notice of the denial of the certificate or letter of compliance;
- (2) The reasons for the denial; and
- (3) In accordance with Regulation .17 of this chapter, an opportunity for a hearing.

10.16.06.15

.15 Suspension or Revocation of a Certificate or Letter of Compliance.

A. The Department may suspend or revoke a certificate or letter of compliance if the camp operator:

- (1) Fails to correct any violation within the specified time period;
- (2) Fails to comply with an approved written schedule of compliance;
- (3) Fraudulently or deceptively obtains or attempts to obtain a certificate or letter of compliance;
- (4) Fraudulently or deceptively uses a certificate or letter of compliance;
- (5) Violates any provision of the Maryland Youth Camp Act, Health-General Article, §§14-401—14-411, Annotated Code of Maryland;
- (6) Violates any provision of this chapter; or
- (7) Fails to correct a situation that threatens the health, safety, or welfare of a camper at the camp.

B. The Department shall suspend or revoke a certificate or letter of compliance if the operator fails within the time period specified by the Department to correct a violation of:

- (1) Regulation .20 of this chapter;
- (2) Regulation .21 of this chapter;
- (3) Regulation .22 of this chapter;
- (4) Regulation .34 of this chapter;
- (5) Regulation .35 of this chapter;
- (6) Regulation .36A and B(1)—(2), C, or D of this chapter;
- (7) Regulation .37A(1)—(2), B, C, or D of this chapter;
- (8) Regulation .39A(2)—(4) and (8)(c) and B of this chapter;
- (9) Regulation .42 of this chapter;
- (10) Regulation .46 of this chapter; and
- (11) Regulations .47—.54 of this chapter.

C. The Department may summarily suspend or revoke a certificate or letter of compliance if the Department determines upon inspection of the camp that an imminent threat to the health, safety, or welfare of a camper exists.

D. The Department shall give the camp operator:

- (1) Written notice of the suspension or revocation of the certificate or letter of compliance;
- (2) The reasons for the suspension or revocation; and
- (3) In accordance with Regulation .17 of this chapter, an opportunity for a hearing.

10.16.06.16

.16 Orders.

A. When inspection of a youth camp as set forth in Regulation .09 of this chapter reveals a health or safety violation of this chapter, the Department may issue an order to abate the violation.

B. When the Department issues an order to abate a violation to a youth camp, the Department shall give the operator an opportunity for a hearing in accordance with Regulation .17 of this chapter.

10.16.06.17

.17 Opportunity for a Hearing.

A. Except as otherwise provided in the Administrative Procedure Act, State Government Article, Title 10, Subtitle 2, Annotated Code of Maryland, or in this regulation, before the Department takes any final action to deny, suspend, or revoke a certificate or letter of compliance or enforce an order to abate a violation, the Department shall give the person against whom the action is contemplated an opportunity for a hearing.

B. A person shall request a hearing, if a hearing is desired, by submitting to the Department a written request for a hearing.

C. To preserve the right to a hearing, a person shall submit the written request within 10 calendar days of the receipt of the denial, suspension, or revocation notice or an order.

10.16.06.18

.18 Prohibitions to Operate.

A. A person whose certificate or letter of compliance is suspended:

(1) Shall cease operation; and

(2) May not resume operation until:

(a) An inspection shows that the condition or conditions responsible for the suspension or order no longer exist; and

(b) The Department reinstates the certificate or letter of compliance.

B. A person whose application for a certificate or letter of compliance is denied:

(1) May not start operation; or

(2) Shall cease operation and may not start or resume operation until:

(a) A new application is submitted in accordance with Regulation .08 of this chapter;

(b) An inspection shows that the condition or conditions responsible for the denial or revocation no longer exist; and

(c) The Department issues a certificate or letter of compliance.

C. The Department may take appropriate steps to ensure that the camp operator ceases the operation of the youth camp pursuant to §§A and B of this regulation by:

(1) Taking and keeping physical possession of the certificate or letter of compliance until the certificate or letter of compliance is reinstated;

(2) Posting signs at the entrance of the camp stating that the certificate or letter of compliance to operate a camp has been denied, suspended, or revoked by the Department; or

(3) Taking another measure within the law that will adequately ensure that the youth camp does not operate.

D. When inspection of a youth camp by the Department reveals that there is an imminent and substantial danger to a camper, the Department may seek an injunction to prohibit operation of the camp.

10.16.06.19

.19 Alternative Accreditation.

A. Alternative Accreditation Organization.

(1) A person seeking the Department's approval for alternative accreditation shall:

(a) Apply to the Department for approval of the alternative accreditation; and

(b) Submit to the Department documentation that verifies that the accreditation organization:

(i) Maintains accreditation standards that provide the same level of health and safety protection for the campers as required by this chapter;

(ii) Monitors for and ascertains complete compliance with its standards annually;

- (iii) Periodically assesses the reliability of the monitoring process;
 - (iv) Records the results of the monitoring visit on a defined form;
 - (v) Identifies conditions that could adversely affect the health or safety of the campers;
 - (vi) Notifies the camp operator to correct deficiencies by a specific date;
 - (vii) Provides one copy of the monitoring report to the person in charge of the youth camp; and
 - (viii) Provides the accreditation organization the original monitoring report and the Department a copy of the monitoring report.
- (2) When a camp is accredited by an alternative accreditation approved by the Department and the accreditation organization suspends, revokes, or discontinues the youth camp's accreditation, the accreditation organization shall notify the Department of the suspension, revocation, or reasons to discontinue camp:
- (a) By telephone within 24 hours; and
 - (b) In writing within 3 calendar days.

B. The Department:

- (1) Shall review the alternate accreditation proposal submitted by the camping organization within 60 calendar days from receipt of the documentation;
- (2) Shall accept alternative accreditation as fulfilling the requirements of this chapter when the alternative accreditation:
 - (a) Complies with §A of this regulation; and
 - (b) Is approved by the Department;
- (3) May suspend, deny, or revoke approval for the alternative accreditation when the accreditation organization fails to comply with §A of this regulation;
- (4) Shall give the person whose alternative accreditation is suspended, denied, or revoked:
 - (a) Written notice of the suspension, denial, or revocation of approval for the alternative accreditation;
 - (b) The reasons for the suspension, denial, or revocation; and
 - (c) An opportunity for a hearing in accordance with Regulation .17 of this chapter;
- (5) May inspect a camp that is accredited by an accreditation organization approved by the Department, according to Regulation .09 of this chapter;
- (6) May investigate a complaint received about the camp;
- (7) May deny, suspend, or revoke the accredited youth camp's certificate or letter of compliance; and
- (8) May issue an order to abate a violation or an order to cease operation.

C. The camp operator shall:

- (1) Submit:
 - (a) An application as required in Regulation .08 of this chapter; and
 - (b) With the application, documentation of the camp's current accreditation from the accreditation organization that is approved by the Department;
- (2) Obtain a youth camp certificate or letter of compliance issued by the Department as required in Regulation .07 of this chapter;
- (3) When a camp is accredited by an alternative accreditation approved by the Department and the youth camp's accreditation is suspended, revoked, or discontinued by the accreditation organization, notify the Department of the suspension, revocation, or reasons to discontinue camp:
 - (a) By telephone within 24 hours; and
 - (b) In writing within 3 calendar days;
- (4) Close a camp:
 - (a) Whose accreditation from an accreditation organization approved by the Department is suspended, revoked, or discontinued; and
 - (b) Whose certificate or letter of compliance from the Department is denied, suspended, or revoked; and
- (5) If the operator wishes to reopen the camp, apply for and obtain a certificate or letter of compliance in accordance with this chapter.

10.16.06.20

.20 Constructing, Remodeling, Enlarging, Converting, or Reducing Facilities.

A. Except for facilities that are used for other purposes where the proposed changes do not affect the operation of the youth camp according to the requirements of this chapter, an operator shall notify the Department, in writing, before:

- (1) Constructing, remodeling, or enlarging a youth camp;
- (2) Converting a property for use as a youth camp; or
- (3) Reducing or eliminating facilities at a youth camp.

B. An operator shall ensure that:

- (1) The alterations comply with the requirements of this chapter; and

- (2) Applicable local approvals required under law, regulation, and local ordinance are obtained before using the premises as a youth camp, including local:
- (a) Zoning approval;
 - (b) Building approval;
 - (c) Fire safety approval;
 - (d) Electrical approval;
 - (e) Plumbing approval; and
 - (f) Health department approval.
- C. The Department shall inspect the youth camp upon completion of the work for the purpose of monitoring compliance with this chapter.

10.16.06.21

.21 Criminal Background Investigations.

A. An operator shall:

- (1) Comply with the provisions of the criminal history records check requirements law in Family Law Article, §§5-560—5-568, Annotated Code of Maryland;
- (2) Ensure that before the camp operates, the Department has on file for the personnel administrator a:
 - (a) Completed national and State criminal history records check through the Maryland Department of Public Safety and Correctional Services; and
 - (b) Response from Child Protective Services indicating the status of the background clearance; and
- (3) Notify the Department, in writing, if the personnel administrator changes.

B. Upon notification that an individual may not serve as the personnel administrator, an operator:

- (1) Shall terminate the individual from employment or remove from consideration for employment, as applicable; and
- (2) Unless the individual appeals the decision to the Office of Administrative Hearings and the appeal is concluded in favor of the individual, may not:
 - (a) Reconsider the individual for employment;
 - (b) Allow the individual to volunteer at camp; or
 - (c) Except to exercise parental responsibilities with respect to a related child at camp, allow the individual on the premises of the facility or to have any contact with an unrelated child at camp.

C. The personnel administrator shall:

- (1) Ensure that, for an individual employed at a camp a:
 - (a) Completed national and State criminal history records check through the Maryland Department of Public Safety and Correctional Services is on file with the employer;
 - (b) Consent for Release of Information/Background Clearance Request form is on file with the employer that has been:
 - (i) Completed;
 - (ii) Signed by the employee;
 - (iii) Notarized; and
 - (iv) Forwarded to Child Protective Services; and
 - (c) Response from Child Protective Services indicating the status of the background clearance is kept on file with the employer once received from Child Protective Services;
- (2) Determine if the individual may be employed at camp according to §§E and F of this regulation; and
- (3) Upon determining that an individual may not be employed at camp:
 - (a) Terminate the individual from employment;
 - (b) Not reconsider the individual for employment;
 - (c) Not allow the individual to volunteer at camp; and
 - (d) Except to exercise parental responsibilities with respect to a related child at camp, not allow the individual on the premises of the facility or to have any contact with an unrelated child at camp.

D. The Department shall:

- (1) Determine if the individual may serve as the personnel administrator at camp according to §§E and F of this regulation; and
- (2) Notify the individual, camp owner, and camp operator in writing about the:
 - (a) Department's decision that the individual may not serve as the personnel administrator;
 - (b) Basis for that decision;
 - (c) Individual's right to request reassessment pursuant to §G of this regulation;
 - (d) Individual's right to appeal the decision regarding reassessment to the Office of Administrative Hearings;
 - (e) Specific requirements for submitting an appeal to the Office of Administrative Hearings; and

- (f) 10 calendar day time frame to notify the Department of the new personnel administrator and complete the criminal history records check as required in §A of this regulation.
- E. A youth camp operator may not employ an individual who, as reported on or after October 1, 2005, has received a conviction, a probation before judgment disposition, a not criminally responsible disposition, or a pending charge for the commission or attempted commission of:
- (1) A crime involving:
 - (a) A child;
 - (b) Cruelty to animals;
 - (c) Domestic violence; or
 - (d) A weapon or firearm violation of federal or State laws;
 - (2) A sex offense;
 - (3) A violent crime classified as a felony;
 - (4) Abduction or kidnapping;
 - (5) Abuse of a child or an adult;
 - (6) Confinement of an unattended child;
 - (7) Manufacturing, distributing, or dispensing a controlled dangerous substance;
 - (8) Perjury;
 - (9) Pornography;
 - (10) Possession with intent to manufacture, distribute, or dispense a controlled dangerous substance; or
 - (11) Reckless endangerment.

F. If, as reported on or after October 1, 2005, an individual has been identified as responsible for child abuse or neglect or received a conviction, a probation before judgment disposition, a not criminally responsible disposition, or a pending charge for the commission or attempted commission of a crime or offense that is not included in §E of this regulation, the operator:

- (1) Shall assess, on the basis of the following factors, the individual's suitability for employment:
 - (a) The job position at the camp for which the individual is applying or for which the individual is currently employed;
 - (b) The nature and seriousness of the incident, crime, or offense;
 - (c) The period of time that has elapsed since the incident, crime, or offense occurred;
 - (d) The age of the individual at the time the incident, crime, or offense occurred;
 - (e) The individual's probation or parole status, if applicable; and
 - (f) Any other information the camp considers pertinent; and
- (2) Depending on the results of the assessment, shall permit or prohibit employment of the individual.

G. Request for Reassessment.

- (1) A personnel administrator who is prohibited from employment by the Department pursuant to §§E and F of this regulation may request that the Department conduct a reassessment with respect to the incident, crime, or offense.
- (2) For a reassessment request to be eligible for consideration:
 - (a) The request shall be in writing and include documentation, such as but not limited to letters of support or evaluation reports pertinent to the incident, crime, or offense; and
 - (b) The personnel administrator may not have submitted a reassessment request, whether for the same or a different job position, within the previous 12 months.
- (3) In order to reach a decision on the request for reassessment, the Department may request additional information from the personnel administrator, the camp operator, or any agency or entity cited by the personnel administrator or the operator in connection with the reassessment request.
- (4) Upon reaching a decision on the request, the Department shall notify the personnel administrator, owner, and director of that decision.
- (5) The camp operator may not permit the personnel administrator to begin or to resume employment until the Department has notified the operator that the personnel administrator may be employed.

10.16.06.22

.22 Health and Medication Requirements

An operator shall ensure that a camp complies with COMAR 10.16.07.

10.16.06.23

.23—.33 Repealed.

10.16.06.34

.34 Emergency Procedures.

A. An operator shall prepare and implement a written emergency plan that includes procedures for the camp staff members to:

- (1) Ensure camper safety during natural disasters, severe weather, and other emergencies;
- (2) Evacuate campers from the camp;
- (3) Account for campers and locate a missing camper;
- (4) Use fire, rescue, police, and 911 services;
- (5) Ensure emergency transportation;
- (6) Notify the camper's parent or guardian;
- (7) Ensure camper safety until the camper's parent, guardian, or parent's or guardian's designee picks up the camper;
- (8) Monitor for adverse weather conditions; and
- (9) Meet the requirements of §B(4)—(7) of this regulation.

B. An operator shall ensure that:

- (1) Not more than 30 calendar days before working at the camp, each staff member or volunteer:
 - (a) Is trained in the emergency plan;
 - (b) Demonstrates knowledge of emergency procedures; and
 - (c) Is provided with the opportunity to discuss the procedures and have any questions answered by a supervisor;
- (2) Documentation is kept on file that each staff member or volunteer received the training required in §B(1) of this regulation;
- (3) A staff member or volunteer conducts emergency procedures according to the emergency plan;
- (4) A telephone or alternate means of communication is provided to:
 - (a) Summon emergency fire and rescue services; and
 - (b) Receive emergency communications;
- (5) A drill in the emergency procedures is conducted early in each session and a written record is maintained of the drill;
- (6) At least one adult staff member and one counselor or assistant counselor are present so that in the event of an emergency:
 - (a) One staff member remains with an injured camper; and
 - (b) The other summons emergency assistance immediately; and
- (7) During severe weather, adequate shelter is provided for the campers and camp staff members.

10.16.06.35

.35 Child Abuse Prevention and Reporting.

An operator shall ensure that:

- A. Child abuse allegations or incidents are reported as prescribed in Family Law Article, §§5-704 and 5-705, Annotated Code of Maryland;
- B. A written child abuse prevention and reporting program is prepared and implemented at the camp that includes procedures for:
- (1) Educating staff members and volunteers;
 - (2) Reporting child abuse both internally and externally;
 - (3) Screening staff members and volunteers prior to working at camp;
 - (4) Reinforcing the camp's policies and procedures during camp operation;
 - (5) Evaluating the facilities and grounds;
 - (6) Supervising campers;
 - (7) Educating on appropriate touching;
 - (8) Responding to inappropriate behaviors by staff, volunteers, parents, and campers;
 - (9) Communicating with staff members, volunteers, parents, the Department, and the media;
 - (10) Supporting an alleged victim; and
 - (11) Interacting with an alleged perpetrator;
- C. Not more than 30 calendar days before working at the camp, each staff member or volunteer:
- (1) Is trained in the child abuse prevention and reporting program required in §B of this regulation;
 - (2) Demonstrates knowledge of the child abuse prevention and reporting procedures; and
 - (3) Is provided with the opportunity to discuss the procedures and have any questions answered by a supervisor; and
- D. Documentation is kept on file that each staff member or volunteer received the training required in §C of this regulation.

10.16.06.36

.36 Water Supply.

A. An operator shall ensure that the camp's water supply is:

- (1) Adequate;
- (2) Easily accessible to the campers; and
- (3) Of a safe and sanitary quality.

B. Except as provided in §§C and D of this regulation, an operator shall ensure that:

- (1) The camp's water supply is:
 - (a) From a public or individual water supply system, or connected to a community water system where available;
 - (b) Constructed, protected, operated, and maintained in conformance with:
 - (i) COMAR 26.04.01 and 26.04.04, as evidenced by written documentation from the local health department or the Maryland Department of the Environment as applicable;
 - (ii) COMAR 09.20.01, as evidenced by written documentation from the local or State plumbing inspector or a master plumber licensed by the State; and
 - (iii) Applicable local ordinances, as evidenced by written documentation from the local approving authority; and
 - (c) Protected against backflow;
- (2) An individual water supply system:
 - (a) Is capable of supplying a minimum flow and pressure to all fixtures as required by COMAR 09.20.01; and
 - (b) Is installed in accordance with the county master plan for water and sewerage;
- (3) Pumping and disinfection equipment is housed in a structure that is inaccessible to unauthorized persons; and
- (4) Hose bibs with threads are equipped with nonremovable back siphonage prevention devices.

C. An operator may provide written documentation from the building owner that there are no outstanding water supply and plumbing violations for a building used or to be used as a youth camp facility that is:

- (1) Owned by the State or a local government and used by the public for more than 170 calendar days per year; or
- (2) Owned and operated as a nonpublic school and used as a school for more than 170 calendar days per year.

D. An operator shall ensure that the water supply at a primitive camp is:

- (1) Filtered and disinfected; and
- (2) Free from impurities in amounts sufficient to cause disease or harmful physiological effects.

10.16.06.37

.37 Sewage Disposal.

A. Except as provided in §§B, C, and D of this regulation, an operator shall ensure that:

- (1) A facility for sewage disposal is maintained in good working order and is:
 - (a) Connected to a community sewerage system when a community system is available; or
 - (b) If a community sewerage system is not available, installed, operated, and maintained in compliance with COMAR 26.04.02 and local code requirements;
- (2) As evidenced by written documentation from the local or State plumbing inspector or a master plumber licensed by the State, waste plumbing connections and fixtures are installed and maintained in accordance with:
 - (a) Local plumbing code requirements; and
 - (b) COMAR 09.20.01; and
- (3) The disposal of wastewater from under taps and fountains is by a method that:
 - (a) Prevents stagnant water on the ground surface; and
 - (b) Does not contaminate the ground water.

B. An operator shall ensure that a privy:

- (1) Is constructed and maintained so that it:
 - (a) Is fly-proof;
 - (b) Is rodent-proof; and
 - (c) Conforms to COMAR 26.04.02 and Environment Article, §9-223(d)(1), Annotated Code of Maryland;
- (2) Is maintained in good working order;
- (3) Is not located closer than 100 feet to a housing unit or a facility where food is prepared or served;
- (4) Has natural ventilation or a mechanically exhausted vent stack adequate to remove fumes and odors from the vault;
- (5) Is treated with calcium oxide, also known as lime, to reduce odors and eliminate a fly infestation; and
- (6) Is emptied:
 - (a) Of solid and liquid contents when the privy is filled to capacity; and
 - (b) In conformance with COMAR 26.04.02 and COMAR 26.04.06.

C. An operator may provide written documentation from the building owner that there are no outstanding sewage disposal and plumbing violations for a building used or to be used as a youth camp facility that is:

- (1) Owned by the State or a local government and used by the public more than 170 calendar days per year; or
- (2) Owned and operated as a nonpublic school and used as a school for more than 170 calendar days per year.

D. An operator shall ensure that a sewage disposal procedure at a primitive camp:

- (1) Does not pollute the environment;
- (2) Does not create a nuisance or public health hazard; and
- (3) Complies with applicable federal, State, and local statutes, regulations, and ordinances.

10.16.06.38

.38 Toilet Facilities.

A. Except as provided in §C of this regulation, an operator shall ensure that:

- (1) Toilet facilities are constructed, located, and maintained to prevent a:
 - (a) Nuisance; or
 - (b) Public health hazard;
- (2) For residential camps, one toilet is provided for each 15 campers or fraction of 15 campers;
- (3) For day camps, one toilet is provided for each 35 campers or fraction of 35 campers;
- (4) If separate toilet facilities for boys and girls are in the same building, the facilities:
 - (a) Are separated by a solid wall from floor to roof or ceiling; and
 - (b) Have self-closing doors or another means that affords privacy;
- (5) If separate toilet facilities are provided for boys and girls, they are distinctly marked "boys" and "girls" in:
 - (a) Universal symbols; or
 - (b) The native language of the campers expected to use the facility;
- (6) Toilet tissue on a holder is furnished adjacent to a toilet;
- (7) A toilet facility has adequate:
 - (a) Mechanical exhaust; or
 - (b) Natural ventilation; and
- (8) A toilet facility is located within 300 feet of each housing unit.

B. An operator may substitute urinals constructed of non-absorbent materials for boys' toilets on the basis of one urinal for one toilet up to a maximum of 1/3 of those facilities required.

C. Sections A and B of this regulation do not apply to a primitive camp.

10.16.06.39

.39 Bathing and Hand Washing Facilities.

A. Except as provided in §B of this regulation, an operator shall ensure that:

- (1) Hand washing facilities are located:
 - (a) Within 300 feet of each housing unit; and
 - (b) Adjacent to each toilet or privy site;
- (2) Except when a camper provides the camper's own soap and towel, a hand washing unit is equipped with:
 - (a) Soap; and
 - (b) A hot air hand drier or disposable towels;
- (3) For a residential camp, one hand washing unit is provided for every 25 campers or fraction of 25 campers;
- (4) For a day camp, one hand washing unit is provided for every 35 campers or fraction of 35 campers;
- (5) A trash container is provided in a lavatory area;
- (6) For a residential camp, one showerhead is provided for every 15 campers or fraction of 15 campers;
- (7) Whenever a shower is provided:
 - (a) Shower heads are spaced at least 30 inches apart to provide a minimum of 6 square feet of floor area per unit;
 - (b) A shower wall and ceiling is constructed of solid, nonabsorbent, easily cleanable materials;
 - (c) A shower floor is:
 - (i) Constructed of nonabsorbent, skid resistant, easily cleanable materials; and
 - (ii) Sloped to properly constructed floor drains, with provisions to prevent pooling of water or overflow to adjacent floor areas;
 - (d) A shower partition or shower curtain is provided to prevent splash from stall-type showers;
 - (e) A soap storage area or nonglass soap dish is provided adjacent to a showerhead;

- (f) A dry dressing space with clothes hanging facilities is provided at a shower facility;
- (g) A nonabsorbent wall, extending from the floor to the ceiling or roof, separates facilities for both sexes in the same building;
- (h) Facilities are plainly designated boys or girls in:
- (i) Universal symbols; or
- (ii) The native language of the campers expected to use the facility;
- (i) A shower room is provided with a door or sight barriers to afford privacy; and
- (j) Hot and cold or tempered water is supplied to a shower; and
- (8) Whenever hot water is supplied:
 - (a) The hot water temperature is maintained between 90° and 120°F;
 - (b) A water heater is equipped with a:
 - (i) Pressure and temperature relief valve; and
 - (ii) Vacuum relief valve; and
 - (c) Anti-scald protection is provided on a hot water line going to a shower or bathtub.
- B. An operator shall ensure that bathing and hand washing at a primitive camp:
 - (1) Are sanitary and promote personal hygiene;
 - (2) Do not create a nuisance or public health hazard;
 - (3) Do not pollute the environment; and
 - (4) Comply with applicable federal, State, and local statutes, regulations, and ordinances.

10.16.06.40

.40 Sleeping Facilities in Resident Youth Camps.

An operator shall:

- A. Except at a primitive camp, provide a bed, cot, or bunk for each individual;
- B. Ensure that each bed, cot, or bunk has a sturdy frame allowing at least 12 inches of clear space from the floor;
- C. Ensure that each individual at a primitive camp:
 - (1) Is provided with a sleeping bag; or
 - (2) Brings the individual's own sleeping bag;
- D. Provide only clean and sanitary bedding to an individual, when bedding is provided;
- E. Ensure that a clean, disinfected, vermin-free, hole-free mattress, completely covered with a clean sheet or a plastic mattress cover is provided for each individual;
- F. Ensure that a mattress is disinfected annually;
- G. Ensure that where double-deck bunk beds are used the:
 - (1) Clear space above the top of the lower bedding and below the bottom of the upper bunk is a minimum of 27 inches; and
 - (2) Distance from the top of the upper mattress to the ceiling is a minimum of 36 inches; and
- H. Except at a primitive camp, provide at least 30 square feet of floor space per occupant in sleeping areas, including space for aisles between beds.

10.16.06.41

.41 Tents or Fabric Shelters.

When a tent or fabric shelter is used, an operator shall ensure that:

- A. The occupancy of the tent or fabric shelter does not exceed the manufacturer's recommended capacity; and
- B. The tent or fabric shelter:
 - (1) Is made of fire retardant material;
 - (2) Bears a permanent label which states conspicuously, "WARNING: NO OPEN FLAMES IN OR NEAR THIS TENT OR FABRIC SHELTER"; and
 - (3) Is located at least 10 feet away from a campfire or open flame.

10.16.06.42

.42 Food Service.

A. An operator shall ensure that:

- (1) Except as provided in §B of this regulation, a camp complies with all applicable food service statutes and regulations as set forth in Health-General Article, Title 21, Annotated Code of Maryland, and COMAR 10.15.03;

- (2) A parent or guardian is notified in writing of the camp's policy on storage of a lunch brought from home; and
- (3) If a camp permits potentially hazardous food, as defined in COMAR 10.15.03, in a lunch brought from home, the lunch is kept refrigerated at a temperature of 41°F or below.

B. Primitive Camp. An operator of a primitive camp shall ensure that:

- (1) Food served is:
 - (a) Wholesome and safe for human consumption;
 - (b) Free from spoilage, filth, or other contamination; and
 - (c) Obtained from sources that comply with all laws relating to food and food labeling;
- (2) Transportation, storage, preparation, cooking, and service procedures are implemented to:
 - (a) Protect food and equipment from contamination; and
 - (b) Maintain safe temperatures, as defined in COMAR 10.15.03;
- (3) Equipment is provided to transport, store, prepare, cook, and serve food safely;
- (4) A food-contact surface of equipment used to prepare, store, or serve a potentially hazardous food is cleaned and sanitized:
 - (a) After each use; and
 - (b) If the surface is contaminated;
- (5) Hand washing materials are provided;
- (6) A food handler maintains personal cleanliness during work, including:
 - (a) Washing the food handler's hands:
 - (i) Before starting work;
 - (ii) After using toilet facilities;
 - (iii) Before touching foods; and
 - (iv) As often as required to remove soil and contamination;
 - (b) Keeping fingernails clean and neatly trimmed; and
 - (c) Keeping outer garments clean; and
- (7) A food handler uses safe food handling practices during work, including:
 - (a) Keeping the food handler's hands clean when handling food and food-contact surfaces;
 - (b) Wearing a hair net, cap, or other effective hair restraint;
 - (c) Not smoking or using tobacco in any form; and
 - (d) Not working when infected with a disease that is communicable by way of food;
- (8) Food storage is provided that:
 - (a) Has effective insulation;
 - (b) Maintains food at safe temperatures during storage, preparation, and transportation;
 - (c) Has a thermometer graduated at 2°F intervals;
 - (d) Maintains cold foods at or below 41°F;
 - (e) Maintains hot foods at or above 135°F; and
 - (f) Maintains frozen foods at or below 0°F;
- (9) If cold food exceeds 50°F before serving, the food is discarded as garbage; and
- (10) Hot food is:
 - (a) Thoroughly cooked to achieve a safe internal temperature as determined by the use of a metal stem thermometer;
 - (b) Consumed immediately after preparation; and
 - (c) Discarded as garbage if not consumed immediately after preparation.

10.16.06.43

.43 Garbage and Other Refuse.

An operator shall ensure that:

- A. Durable containers in good condition are provided for the storage of garbage and other refuse;
- B. Garbage and trash are:
 - (1) Collected as often as necessary to prevent the containers from overflowing; and
 - (2) Disposed of by a system in accordance with State and local laws, regulations, and ordinances; and
- C. Containers used outside:
 - (1) Have tight-fitting lids; and
 - (2) Are leak-proof, fly-proof, and rodent-proof.

10.16.06.44

.44 Insect, Rodent, and Vermin Control.

An operator shall ensure that a facility at the camp is maintained to:

- A. Minimize the entry of insects, rodents, and other vermin into the structures or campsite; and
- B. Eliminate the harborage of insects, rodents, and other vermin.

10.16.06.45

.45 Rabies Controls.

An operator shall comply with animal vaccination requirements, as set forth in:

- A. Health-General Article, §18-318, Annotated Code of Maryland; and
- B. COMAR 10.06.02.

10.16.06.46

.46 Fire and Other Hazards.

A. Except for the operator of a primitive camp and as provided in §B of this regulation, an operator shall ensure that:

(1) A camp is:

- (a) In compliance with all fire and safety code requirements; and
- (b) Approved by the State or county fire authority;
- (2) Buildings within the camp are constructed and maintained in accordance with State and local fire and safety codes; and
- (3) An electrical system at a camp is:

- (a) Installed and maintained in compliance with local electrical codes; or
- (b) In the absence of a local electrical code, safe and inspected for safety by a master electrician licensed by the State, as evidenced by written documentation from the inspecting electrician.

B. An operator may provide written documentation from the building owner that there are no outstanding electrical and fire safety code violations for a building used or to be used as a youth camp facility that is:

- (1) Owned by the State or a local government and used by the public for more than 170 calendar days per year; or
- (2) Owned and operated as a nonpublic school and used as a school for more than 170 calendar days per year.

C. An operator shall ensure that a:

(1) Pesticide, toxic chemical, or hazardous material is:

- (a) Properly labeled;
- (b) Stored in a safe manner;
- (c) Not accessible to a camper; and
- (d) Used only by a camp staff member;

(2) Camp staff member is trained to use a hazardous material safely before the staff member handles a hazardous material at the camp;

(3) Material safety data sheet for a potentially hazardous chemical is available to the camp staff members; and

(4) Chemical is handled, used, stored, and disposed of according to the material safety data sheet and all applicable federal, State, and local codes.

D. An operator shall:

(1) Ensure that a camp is maintained to eliminate or minimize a safety hazard such as:

- (a) Entrapment;
- (b) Entanglement;
- (c) Impact with moving equipment or a moving vehicle;
- (d) Impact from equipment tipover or failure;
- (e) Contact with hazards such as protrusions, pinch points, sharp edges, or hot surfaces;
- (f) A water fall;
- (g) Poisonous snakes, insects, or plants;
- (h) A natural or man-made hazard specific to the site; or
- (i) Any other condition or situation that poses a risk of injury to a camper or staff member; and
- (2) Provide warning signs or a barrier around a hazard that cannot be eliminated due to a natural condition at the camp.

10.16.06.47

.47 Specialized Activities: Aquatic Programs.

A. For a camp that offers an aquatic program, an operator shall ensure that:

- (1) During the aquatic activity, a director is present at the camp or, when the activity occurs off the camp premises, at the activity site;
- (2) A safety plan is developed and implemented:
 - (a) According to Regulation .52 of this chapter; and
 - (b) That includes procedures for:
 - (i) Evaluating and classifying a camper's swimming ability and other appropriate aquatic skills before a camper participates in water activities;
 - (ii) Assigning a camper to areas, equipment, facilities, and activities appropriate for the camper's abilities;
 - (iii) Maintaining water activity equipment and facilities in good working condition;
 - (iv) A safety system to account quickly for all campers during the water activity;
 - (v) Supervision ratios in §C of this regulation;
 - (vi) When natural swimming areas are used, meeting the requirements in §E(2) of this regulation; and
 - (vii) When watercraft activities occur, meeting the requirements of §F of this regulation.

B. Emergency and First Aid Information and Equipment. At the site of the aquatic program, an operator shall:

- (1) Post in a conspicuous place, or for a primitive camp have available, a list of emergency procedures and, if a phone is provided, a list of emergency telephone numbers; and
- (2) Provide first aid and rescue equipment.

C. Swimming. An operator shall ensure that:

- (1) When swimming instruction is given, an instructor is present and supervising the activity;
- (2) One lifeguard, with lifeguard certification appropriate for the swimming site, is on duty for each group of 50 campers or fraction of 50 campers in the water;
- (3) A watcher, who is a staff member or volunteer who is 16 years old or older and is not the individual required in §C(1) or (2) of this regulation, is on duty at pool side observing the campers for each group of 25 campers or a fraction of 25 campers in the water;
- (4) Two individuals certified in first aid and CPR are on duty at the activity;
- (5) An additional instructor, lifeguard, counselor, or assistant counselor is on duty if any condition exists that compromises the ability of the staff member to perform the staff member's job duty; and
- (6) One adult staff member, adult volunteer, counselor, or assistant counselor is on duty and supervising the campers for each group of ten campers or fraction of ten campers participating in the swimming activity;

D. Pool and Equipment. An operator shall ensure that a swimming pool facility and equipment:

- (1) Complies with the requirements of COMAR 10.17.01; and
- (2) Are maintained in good condition.

E. Natural Diving and Swimming Areas. For a youth camp that uses a natural diving or swimming area, an operator shall:

- (1) Comply with the requirements of COMAR 26.08.09; and
- (2) Ensure that:
 - (a) A hazard is assessed and eliminated or clearly marked before a camper swims, dives, or bathes at a natural diving or swimming area;
 - (b) A swimmer is not subjected to a dangerous condition such as a strong current, a sharp drop-off, a quicksand bottom, or rough surf;
 - (c) Water is free from dangerous aquatic life;
 - (d) The bottom is free from hazardous debris, sharp stones, and sharp shells;
 - (e) Swimming, diving, and boating areas are clearly marked or roped off; and
 - (f) Diving and swimming programs are conducted at separate times or in separate areas from boating programs.

F. Activities Involving the Use of Watercraft. An operator shall ensure that:

- (1) A watercraft is equipped with U.S. Coast Guard approved personal flotation devices of Types I, II, or III, as prescribed for the specific type of craft and number and age of occupants;
- (2) A water skier wears a personal flotation device approved by the U.S. Coast Guard for that particular activity;
- (3) A watercraft towing a water skier has an observer on board in addition to the driver;
- (4) An occupant of a watercraft wears a U.S. Coast Guard approved personal flotation device;
- (5) An individual using a watercraft has been given training in boarding, debarking, and safety procedures for the craft;
- (6) Except on a river trip when the instructor's supervision is described in a written safety plan, an instructor is within sight and hearing of the watercraft activity;
- (7) An individual holding certification in first aid and CPR is present at each watercraft activity;

- (8) One lifeguard or water safety rescuer who has lifeguard or rescuer certification appropriate for the watercraft site and activity is present at each watercraft activity; and
- (9) One adult staff member, adult volunteer, counselor, or assistant counselor is on duty and supervising the campers for each group of ten campers or fraction of ten campers participating in the watercraft activity.

10.16.06.48

.48 Specialized Activities: Marksmanship Using Rifles and Air Guns.

A. Rifle Range. For a camp that offers riflery activities, an operator shall ensure that:

- (1) The rifle range is located where a camper will not wander into the field of fire while engaged in other camp activities;
- (2) If possible, the direction of fire is to the north to minimize a shooter being blinded by the sun;
- (3) A blind approach to the field of fire is fenced, with warning signs posted;
- (4) The firing line is level from one flank to the other with a minimum of 5 feet between firing points;
- (5) A ready line is established 10 feet to the rear of the firing points;
- (6) The rifle range is free of an object that might cause a bounce back or a ricochet; and
- (7) Except when visibility extends downrange for at least 3,000 feet beyond the targets, a backstop is present that is:
 - (a) A hill that:
 - (i) Has a crest of not less than 30 feet above the level of the firing point;
 - (ii) Is clear of brush for an area at least 100 yards up the slope from the targets or to the crest of the hill;
 - (iii) Has a cut taken out of the face of the hillside immediately behind the targets to provide a perpendicular face to catch the bullets and prevent ricochet;
 - (iv) Has all rocks, glass, and metal removed from the perpendicular cut immediately behind the targets; and
 - (v) Has a nonremovable obstacle covered with at least 6 inches of soil and sodded or seeded to prevent a ricochet; or
 - (b) A wood crib that is:
 - (i) Filled with dry earth or sand; and
 - (ii) At least 10 feet high, 30 inches thick, and 6 feet beyond the end of the targets.

B. Air Gun Range. An operator shall ensure that an air gun range:

- (1) Complies with all requirements of §A(1)—(6) of this regulation; and
- (2) Except when the entire safety fan area of the air gun range is unoccupied, has a backstop that meets all requirements of §A(7) of this regulation or has a backstop that:
 - (a) Is covered with soft material to prevent a ricochet, a bounce back, or a shot from leaving the range area;
 - (b) Has walls or side berms that are covered with soft materials to prevent a ricochet, a bounce back, or a shot from leaving the range area; and
 - (c) Is sufficient to stop or contain the pellets.

C. For a camp that offers a riflery or an air gun activity, or both, an operator shall ensure that:

- (1) A camper is instructed in safe firing range procedures before the camper participates in the activity;
- (2) Red firing flags are conspicuously displayed when the range is in use;
- (3) Only an individual ready to fire is on the firing line and anyone waiting to fire remains behind the ready line;
- (4) An individual stays behind the firing line at all times, except when ordered by the instructor to retrieve targets; and
- (5) Guns and ammunition are stored separately in a locked storage area.

D. Riflery and Air Gun Activity Staff Members.

- (1) An operator shall ensure that:
 - (a) During the riflery or air gun activity, a director is present at the camp or, when the activity occurs off the camp premises, the activity site;
 - (b) An instructor and at least one counselor or assistant counselor to assist are on the range at all times during a firing session; and
 - (c) One adult staff member, adult volunteer, counselor, or assistant counselor is on duty and supervising the campers for each group of ten campers or fraction of ten campers on the firing line.
- (2) An instructor shall ensure that:
 - (a) The equipment is clean and in good repair;
 - (b) The equipment is stored safely and secured;
 - (c) The equipment use is controlled by means of a checkout system;
 - (d) Safety glasses are provided for and worn by each shooter and staff member on the firing line; and
 - (e) Except at an air gun activity, ear protection is provided for and worn by each shooter and staff member on the firing line.

E. Procedures. An operator shall ensure that a safety plan is developed and implemented:

- (1) According to Regulation .52 of this chapter; and
- (2) That includes procedures for meeting the requirements of §§A—D of this regulation.

10.16.06.49

.49 Specialized Activities: Archery.

A. Archery Range. For a camp that offers archery activities, an operator shall ensure that:

- (1) An archery range is located where a camper will not wander into the danger area while engaged in other camp activities;
- (2) An archery range is clearly marked to warn individuals away from the danger area;
- (3) When possible, the shooting direction is to the north to minimize an archer being blinded by the sun;
- (4) The shooting area has at least 50 yards of clearance or an archery net behind each target; and
- (5) When different archer-to-target distances are required for a group that is shooting at the same time on the same field:
 - (a) One common shooting line is used; and
 - (b) The targets are set at a distance from the shooting line that is appropriate with the skill level of the camper.

B. An operator shall ensure that:

- (1) Archers fire from a common firing line with a ready line marked behind it;
- (2) Only an archer ready to shoot is on the firing line and anyone waiting to shoot remains behind the ready line;
- (3) An individual stays behind the firing line at all times except when ordered by the instructor to retrieve a target or an arrow; and
- (4) Bows and arrows are stored in a locked enclosure.

C. Staff Members. For a camp that offers archery activities, an operator shall ensure that:

- (1) During the archery activity, a director is present at the camp or, when the activity occurs off the camp premises, the activity site;
- (2) An instructor and at least one counselor or assistant counselor to assist are on the range at all times during a firing session; and
- (3) One adult staff member, adult volunteer, counselor, or assistant counselor is on duty and supervising the campers for each group of ten campers or fraction of ten campers on the firing line.

D. Procedures. An operator shall ensure that a safety plan is developed and implemented:

- (1) According to Regulation .52 of this chapter; and
- (2) That includes procedures for meeting the requirements of §§A—C of this regulation.

10.16.06.50

.50 Specialized Activities: Horseback Riding.

A. For a camp that offers horseback riding, an operator shall ensure that:

- (1) A riding instructor determines a camper's riding experience and level of skill before assigning a horse and deciding whether the camper rides in a ring or on a trail;
- (2) A rider wears:
 - (a) Protective headgear at all times that bears the label of the American Society for Testing and Materials (ASTM) F1163; and
 - (b) Shoes with heels or uses closed stirrups;
- (3) All horses are healthy and well cared for; and
- (4) A horse riding stable meets the requirements of COMAR 15.16.01 and is maintained in good condition.

B. Staff Members. For a camp that offers horseback riding, an operator shall ensure that:

- (1) During the horseback riding activity, a director is present at the camp or, when the activity occurs off the camp premises, at the activity site;
- (2) An instructor is present at each:
 - (a) Horseback riding activity; and
 - (b) Trail excursion; and
- (3) One adult staff member, adult volunteer, counselor, or assistant counselor is on duty and supervising the campers for each group of ten riders or a fraction of ten riders at each:
 - (a) Horseback riding activity; and
 - (b) Trail excursion.

C. Procedures. An operator shall ensure that a safety plan is developed and implemented:

- (1) According to Regulation .52 of this chapter; and
- (2) That includes procedures for meeting the requirements of §§A and B of this regulation.

10.16.06.51

.51 Other Specialized Activities.

A. An operator shall ensure that a specialized activity safety plan is developed and implemented according to §C of this regulation for a camp that offers a specialized activity or program of:

- (1) Firearms control;
- (2) Adventure camping;
- (3) Artistic gymnastics;
- (4) Hang gliding;
- (5) Road cycling;
- (6) Skiing;
- (7) Rock climbing;
- (8) Spelunking;
- (9) Motorized vehicle activities;
- (10) Rappelling; or
- (11) High ropes.

B. Staff Members. For a camp that offers a specialized activity set forth in §A of this regulation, an operator shall ensure that during the specialized activity:

- (1) A director is present at the camp or, when the activity occurs off the camp premises, the activity site;
- (2) An instructor is present at the specialized activity; and
- (3) One adult staff member, adult volunteer, counselor, or assistant counselor is on duty and supervising the campers for each group of ten campers or fraction of ten campers.

C. Procedures. An operator shall ensure that a safety plan is developed and implemented:

- (1) According to Regulation .52 of this chapter; and
- (2) That includes procedures for meeting the requirements of §B of this regulation.

D. Except when an auto-belay system is utilized, an individual participating in rock climbing or high ropes activities, regardless of whether the activity occurs on manufactured equipment or natural formations, shall wear a helmet.

10.16.06.52

.52 Specialized Activity and Camp Trip Safety.

A. Safety Plan. An operator shall ensure that a written safety plan:

- (1) Is prepared for each specialized activity, specialized activity location, and trip before a camper participates in a specialized activity or embarks on a trip;
- (2) Defines and addresses the potential health and safety risks for each specialized activity and trip;
- (3) Identifies camp staff members' qualifications and responsibilities for each specialized activity and trip;
- (4) Includes operating procedures for:
 - (a) Informing a parent or guardian, camper, staff member, and volunteer of the activity before a camper participates in an activity or embarks on a trip;
 - (b) Obtaining written authorization from a child's parent or guardian before the child participates in an activity or embarks on a trip;
 - (c) Participation eligibility requirements;
 - (d) Supervision requirements including camper to staff member ratios;
 - (e) Safety rules, standards, and practices; and
 - (f) Equipment use, maintenance, and storage; and
- (5) When an activity occurs off the camp premises, includes procedures for:
 - (a) Maintaining campers, staff members, and volunteers' health and emergency information including when and where the information is maintained;
 - (b) Emergency communication;
 - (c) Designating a contact person; and
 - (d) Attendance.

B. Camp Trip.

(1) Staff Members. An operator shall ensure that on a camp trip:

- (a) A director is present;
- (b) One adult staff member, adult volunteer, counselor, or assistant counselor is on duty and supervising the campers for each group of ten campers or a fraction of ten campers;
- (c) An adult with cardiopulmonary resuscitation certification from a national organization is on duty; and
- (d) An adult with first aid certification from a national organization is on duty.

(2) An operator shall ensure that the camp's contact person maintains trip information including:

- (a) A roster of participants;
- (b) Departure and return times;
- (c) Attendance during the:
 - (i) Departure;
 - (ii) Activity; and
 - (iii) Return;
- (d) An itinerary;
- (e) The route taken; and
- (f) Inclement weather plans;

C. Specialized Activity and Camp Trip Safety Training. An operator shall ensure that:

(1) Not more than 30 calendar days before working at the camp's specialized activity or participating in a trip, each staff member or volunteer:

- (a) Is trained in the camp's safety plan;
 - (b) Demonstrates knowledge of the camp's safety plan; and
 - (c) Is provided with the opportunity to discuss the procedures and have any questions answered by a supervisor; and
- (2) Documentation is kept on file that each staff member or volunteer received the training required in §C(1) of this regulation.

D. Specialized Activity and Camp Trip Safety Procedures. An operator shall ensure that:

- (1) A camper is instructed in safety procedures and the use of protective equipment;
- (2) A camper, staff member, or volunteer is provided with and uses safety equipment suitable to the specialized activity or camp trip; and
- (3) The specialized activity or trip is conducted according to the safety plan.

10.16.06.53

.53 Transportation.

A. When a camper, staff member, or volunteer is transported, an operator shall ensure that:

- (1) Transportation is provided according to applicable State law;
- (2) A transportation safety plan is developed and implemented that includes:
 - (a) Transportation safety rules, standards, and practices;
 - (b) Supervision requirements including camper to staff ratios;
 - (c) Emergency transportation services; and
 - (d) Severe weather procedures;
- (3) Not more than 30 calendar days before the camp uses transportation, each staff member or volunteer involved in the transportation and each transportation service provider or driver:
 - (a) Is trained in the camp's transportation safety plan;
 - (b) Demonstrates knowledge of the camp's transportation safety plan; and
 - (c) Is provided with the opportunity to discuss the procedures and have questions answered by a supervisor;
- (4) Documentation is kept on file that each staff member or volunteer received the training required in §A(3) of this regulation;
- (5) A camper, staff member, or volunteer is provided with and uses transportation safety equipment;
- (6) The driver of a vehicle is:
 - (a) An adult; and
 - (b) Licensed according to applicable State law;
- (7) The number of occupants in a vehicle does not exceed the vehicle manufacturer's seating capacity;
- (8) Before a camper is transported, written authorization from a camper's parent or guardian is obtained; and
- (9) Vehicular traffic is controlled on the campsite.

B. When the camp operator provides or arranges camper transportation to camp, from camp, or to and from camp, the operator shall:

- (1) Ensure that a director is available for consultation;
- (2) Provide written information to the camper's parent or guardian that includes the:
 - (a) Camper's pick-up time and designated pick-up location;
 - (b) Camper's drop-off time and designated drop-off location;
 - (c) Camp's pick-up and drop-off safety procedures;
 - (d) Camp's policy concerning the camp's responsibility for supervising a camper when the camper is picked up, dropped off, and transported;

- (3) Obtain a written agreement from the camper's parent or guardian concerning the parent's or guardian's responsibility for supervising a camper before the camper is picked up and after the camper is dropped off; and
 - (4) In addition to the driver, ensure that one assistant counselor or adult is on duty and supervising the campers when there are ten or more campers in a vehicle.
- C. An operator may not transport a camper in a:
- (1) Non-passenger vehicle; or
 - (2) An individual's car without obtaining written authorization from the:
 - (a) Camper's parent or guardian; and
 - (b) Owner of the vehicle.

10.16.06.54

.54 Supervision of Campers During Routine Activities.

During a routine activity, an operator shall ensure that:

- A. A camp director is available for consultation at all times when campers are present at a camp;
- B. For campers who are 3-1/2 to 5 years old:
 - (1) When there are one to eight campers, one adult is on duty and supervising the camper or campers;
 - (2) When there are nine to 16 campers, on duty and supervising the campers are:
 - (a) One adult; and
 - (b) A second staff member who is an assistant counselor or adult;
 - (3) When there are 17 to 24 campers, on duty and supervising the campers are:
 - (a) One adult; and
 - (b) Two additional staff members who are assistant counselors or adults; and
 - (4) A group does not exceed 24 campers;
- C. For campers who are 6 to 10 years old:
 - (1) When there are one to 15 campers, one adult is on duty and supervising the campers;
 - (2) When there are 16 to 30 campers, on duty and supervising the campers are:
 - (a) One adult and two assistant counselors; or
 - (b) Two adults; and
 - (3) A group does not exceed 30 campers;
- D. For campers who are 11 years old or older:
 - (1) When there are one to 15 campers, one adult is on duty and supervising the campers;
 - (2) When there are 16 to 30 campers, on duty and supervising the campers are:
 - (a) One adult and two assistant counselors; or
 - (b) Two adults;
 - (3) When there are 31 to 40 campers, on duty and supervising the campers are:
 - (a) Two adults and two assistant counselors; or
 - (b) Three adults; and
 - (4) A group does not exceed 40 campers;
- E. When a camper who is 3-1/2 to 5 years old is grouped together with older campers, supervision is provided as required in §B of this regulation;
- F. When a camper who is 6 to 10 years old is grouped together with older campers, supervision is provided as required in §C of this regulation; and
- G. An assistant counselor under the direction of an adult may supervise, for up to 30 minutes, no more than five campers without an adult supervisor present.

10.16.06.55

.55 Implementation of This Chapter.

Implementation of this chapter is contingent on the availability of funds.

10.16.06.9999

Administrative History

Effective date:

Regulations .01—.24 adopted as an emergency provision effective June 19, 1989 (16:13 Md. R. 1413); emergency status expired November 12, 1989

Regulations .01—.24 adopted effective June 11, 1990 (17:11 Md. R. 1343)
Regulation .01B amended effective March 2, 1992 (19:4 Md. R. 473)
Regulation .02 repealed effective March 2, 1992 (19:4 Md. R. 473)
Regulation .03B amended effective March 2, 1992 (19:4 Md. R. 473)
Regulations .03B and .05A amended as an emergency provision effective June 30, 1994 (21:15 Md. R. 1301); emergency status expired effective December 31, 1994
Regulation .05B and D amended effective March 2, 1992 (19:4 Md. R. 473)
Regulation .05-1 and .05-2 adopted effective March 2, 1992 (19:4 Md. R. 473)
Regulation .06 repealed and new Regulation .06 adopted effective March 2, 1992 (19:4 Md. R. 473)
Regulation .08 amended effective March 2, 1992 (19:4 Md. R. 473)
Regulation .11E amended effective March 2, 1992 (19:4 Md. R. 473)
Regulation .13A and B amended effective March 2, 1992 (19:4 Md. R. 473)
Regulation .19C amended effective March 2, 1992 (19:4 Md. R. 473)
Regulation .20C and D amended effective March 2, 1992 (19:4 Md. R. 473)
Regulation .21E amended effective March 2, 1992 (19:4 Md. R. 473)
Regulation .22C amended effective March 2, 1992 (19:4 Md. R. 473)
Regulation .23B amended effective March 2, 1992 (19:4 Md. R. 473)
Regulation .24 amended effective March 2, 1992 (19:4 Md. R. 473)

Regulations .01—.24 repealed and new Regulations .01—.55 adopted effective September 1, 2004 (31:2 Md. R. 85)
Regulation .02B amended as an emergency provision effective January 3, 2014 (41:2 Md. R. 88); amended permanently effective May 12, 2014 (41:9 Md. R. 521)
Regulation .06 amended as an emergency provision effective January 3, 2014 (41:2 Md. R. 88); amended permanently effective May 12, 2014 (41:9 Md. R. 521)
Regulation .08 amended as an emergency provision effective April 5, 2011 (38:10 Md. R. 612)
Regulation .08 amended effective June 27, 2011 (38:13 Md. R. 755)
Regulation .08B amended as an emergency provision effective January 3, 2014 (41:2 Md. R. 88); amended permanently effective May 12, 2014 (41:9 Md. R. 521)
Regulation .09A amended as an emergency provision effective January 3, 2014 (41:2 Md. R. 88); amended permanently effective May 12, 2014 (41:9 Md. R. 521)
Regulation .14A amended as an emergency provision effective April 5, 2011 (38:10 Md. R. 612)
Regulation .14A amended effective June 27, 2011 (38:13 Md. R. 755)
Regulation .25B amended as an emergency provision effective January 3, 2014 (41:2 Md. R. 88); amended permanently effective May 12, 2014 (41:9 Md. R. 521)
Regulation .27E amended as an emergency provision effective May 12, 2011 (38:12 Md. R. 703)
Regulation .27E amended effective June 27, 2011 (38:13 Md. R. 755)

Chapter revised effective April 13, 2015 (42:7 Md. R. 569)
Regulation .33A amended as an emergency provision effective July 8, 2015 (42:16 Md. R. 1052); emergency status expired effective January 3, 2016

Chapter revised effective March 28, 2016 (43:6 Md. R. 408)

ATTACHMENT S – EXPENSE ACTIVITY LOG

Expense Activity Log is included as a separate Microsoft Excel document.

APPENDIX 1

ABBREVIATIONS AND DEFINITIONS

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

1. **American Camp Association** – A national, non-profit organization that works to promote and improve camp experiences and that accredits camps which meet industry-accepted and government-recognized standards. See www.acacamps.org for more information.
2. **BCODSS** – Baltimore County Department of Social Services, the local department within the Department of Human Services designated by the Baltimore County Government, to ensure the implementation of a local, interagency serviced delivery system for children, youth and families; pursuant to the Human Services Article Title 3, Subtitle 2 of the Annotated Code of Maryland.
3. **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).
4. **Camper** – An individual younger than 18 years old who is attended a Youth Camp. See COMAR 10.16.06.02(7).
5. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
6. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The **Contract** will be in the form of **Attachment A**.
7. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.
8. **Contractor** – The selected Offeror that is awarded a Contract by the State.
9. **Counselor or BCODSS Counselor** – An individual who has a supervisory role with Campers and is either at least 18 years old or a high school graduate. See COMAR 10.16.06.02(10).
10. **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 service programs.
11. **eMaryland Market Place (eMM)** – The State of Maryland’s internet-based procurement system that provides an efficient means to improve vendor access to State procurement information and bid opportunities (see RFP Section 4.2).
12. **Foster Care** – A temporary service that provides short-term care and supportive services to children who are unable to live at home because of child abuse or neglect in either family foster homes or group care settings.
13. **Go-Live Date** – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation.

14. **Key Personnel** – All personnel identified in the solicitation as such, or personnel identified by the Offeror in its Proposal that are essential to the work being performed under the Contract. See RFP Sections 3.10 and 5.4.2.7.
15. **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.
16. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
17. **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 – keyword: State Holidays.
18. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go-Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department State Project Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
19. **Offeror** – An entity that submits a Proposal in response to this RFP.
20. **Out-of Home Placement** - Consist of the Foster Care, Kinship Care and Adoption programs which provide services to children and youth, from birth to the youth’s 21st birthday, who are placed in the care and custody of the State of Maryland.
21. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the **Contract (Attachment M)**, and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
22. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
23. **Recreational Activity** – A pleasurable, interesting and activity as further defined at COMAR 10.16.06.02(29).
24. **Request for Proposals (RFP)** – This Request for Proposals issued by the Department of Human Services Baltimore County Department of Social Services with the Solicitation Number and date of issuance indicated in the RFP Key Information Summary Sheet (Page iii), including any addenda.
25. **Residential Camp** – A Youth Camp operating at a facility at which the Campers live apart from the Campers’ relatives, parents, or legal guardians for at least five consecutive days an individual who has a supervisory role with Campers and is either at least 18 years old or a high school graduate. See COMAR 10.16.06.02(30).
26. **Specialized Activity** – A Recreational Activity as further defined at COMAR 10.16.06.02(33).
27. **State** – The State of Maryland.
28. **State Project Manager** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance,

and achieving completion of the Contract on budget, on time, and within scope. The State Project Manager may authorize in writing one or more State representatives to act on behalf of the State Project Manager in the performance of the State Project Manager's responsibilities.

29. **Substantial Outdoor Recreational Component** – a component that requires more than 25 percent of a Camper's time at camp to be spent in outside Recreational Activities. See COMAR 10.16.06.02(34).
30. **Total Proposal Price** - The Offeror's total proposed price for services in response to this solicitation, included in the Financial Proposal with **Attachment B – Financial Proposal Form**, and used in the financial evaluation of Proposals (see RFP Section 6.3).
31. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
32. **Youth Camp** – A day camp, residential camp, travel camp, or trip camp that meets the definitions provided at COMAR 10.16.06.02(39).