



*Maryland's Human Services Agency*

**DEPARTMENT OF HUMAN RESOURCES**

**REQUEST FOR GRANT PROPOSALS (RFGP)**

**SOLICITATION NO. CARLN/SERV/17-009-S**

**Foster Youth Employment Program**

**Issue Date: January 18, 2017**

**NOTICE**

A Prospective Applicant that has received this document from the Department's website located at [www.dhr.maryland.gov](http://www.dhr.maryland.gov), or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFGP, should immediately contact the Procurement Officer and provide the Prospective Applicant's name and mailing address so that addenda to the RFGP or other communications can be sent to the Prospective Applicant.

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

**STATE OF MARYLAND  
NOTICE TO VENDORS**

In order to help us improve the quality of State solicitations and to make our competitive grant process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer, Christy Reid, at [Christy.reid@maryland.gov](mailto:Christy.reid@maryland.gov) or fax no. 410-819-4501.

**Title: Foster Youth Employment Program**  
**Solicitation No: CARLN/SERV/17-009-S**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the Proposal is insufficient.
- Start-up time is insufficient.
- Insurance requirements are restrictive. (Explain in REMARKS section.)
- Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- Prior State of Maryland grant experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: \_\_\_\_\_

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

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

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Your comments will help us improve the competitive grant process.  
**Thank You.**

**STATE OF MARYLAND  
DEPARTMENT OF HUMAN RESOURCES**

**RFGP KEY INFORMATION SUMMARY SHEET**

**Request for Grant Proposals:** Foster Youth Employment Program

**Solicitation Number:** CARLN/SERV/17-009-S

**RFGP Issue Date:** January 18, 2017

**RFGP Issuing Office:** Caroline County Department of Social Services

**Procurement Officer:** Christy Reid  
Caroline County Department of Social Services  
207 S. Third Street  
Denton, MD 21629  
Phone: 410-819-4500 Fax: 410-819-4501  
e-mail: christy.reid@maryland.gov

**State Project Manager:** Denise R.Winder, MSW  
Regional Independent Living Coordinator  
627 Race Street  
Cambridge, MD 21613  
Phone : 410-901-4253 Fax: 410-901-1060  
denise.winder@maryland.gov

**Proposals are to be sent to:** Caroline County Department of Social Services  
207 S. Third Street  
Denton, MD 21629  
Attention: Christy Reid

**Pre-Proposal Conference:** Monday, January 30, 2017 at 10:00 A.M. Local Time  
(207 S. Third St.), (Denton, MD 21629)

**Closing Date and Time:** (February 17, 2017 at 11:00 A.M.) Local Time

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## SECTION 1 - GENERAL INFORMATION

### **1.1 Summary Statement**

- 1.1.1 The Caroline County Department of Social Services (CCDSS or the Department) is issuing this Request for Proposals (RFP) on behalf of the Mid-Shore Departments of Social Services to provide an Employment program for Foster Care Youth.
- 1.1.2 The Department intends to award one grant as a result of this Request for Grant Proposals. (RFGP)
- 1.1.3 The anticipated duration of services to be provided under this Contract is 18 months.
- 1.1.4 Eligible Applicants include public, non-public, or private organizations that provide services in the State of Maryland.

### **1.2 Abbreviations and Definitions**

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

- A. Applicant:** An entity that submits a Proposal in response to this RFGP.
- B. 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).
- C. COMAR:** Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
- D. Department or DHR:** Maryland State Department of Human Resources. Maryland’s fourth largest State agency, established to administer the State’s public assistance, social services, child support, and community services programs.
- E. eMM – eMaryland Marketplace:** The State of Maryland’s internet-based procurement system is a business tool that provides an efficient means to improve vendor’s access to State procurement information and bid opportunities.
- F. Family Involvement Meeting (FIMS):** A meeting held at key points in youth’s case planning to determine permanency plans with youth, individuals, and professionals who are involved in youth’s life.
- G. Foster Care:** A temporary service that provides short-term and supportive services to children who are unable to live at home because of child abuse or neglect. Foster children live in family homes and group care settings.
- H. Grant:** The Grant awarded to the successful Applicant pursuant to this RFGP. The Grant Agreement will be in the form of **Attachment A**.

- I. Grantee:** The eligible recipient of a grant, often (but not always) a nonprofit entity, educational institution, business or an individual.
- J. Job Placement:** Matching an individual with a job in the public or private sector based on the individual’s skill level, maturity, and interest.
- K. 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.
- L. Mid-Shore Departments of Social Services –** The Caroline, Dorchester, Kent, Queen Anne’s and Talbot County Departments of Social Services.
- M. Normal State Business Hours:** Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- N. Procurement Officer:** Prior to the award of any Grant, the sole point of contact in the State for purposes of this solicitation. After Grant award, the Procurement Officer has responsibilities as detailed in the Grant Agreement (Attachment A), including being the only State representative who can authorize changes to the Grant. The Department may change the Procurement Officer at any time by written notice to the Grantor.
- O. Proposal:** As appropriate, either or both of an Applicant’s Technical or Financial Proposal.
- P. Request For Grant Proposals:** This Request for Grant Proposals issued by the Department of Human Resources, Solicitation Number CARLN/SERV-17-009-S including any addenda.
- Q. State:** The State of Maryland.
- R. State Project Manager (SPM):** The State representative for this Grant who is primarily responsible for Grant administration functions, including issuing written direction, invoice approval, monitoring this Grant to ensure compliance with the terms and conditions of the Grant, monitoring MBE and VSBE compliance, and achieving completion of the Grant on budget, on time, and within scope.
- S. Working Day(s):** Same as “Business Day(s).”

<b>1.3 Grant Duration</b>
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- 1.3.1 The Grant awarded as a result of this solicitation shall be for a period of eighteen (18) months.
- 1.3.2 Multi-Year Grant
  - A. This is a multi-year Grant. The services specified in Section 3 shall be provided for the entire Grant period.

- B. The Grant shall be canceled or modified if any funds are not appropriated or otherwise made available to support the Grant. Funding for the Grants resulting from this RFGP is dependent upon appropriations from the Maryland General. Within a reasonable time following receipt of notification that the funding for the Grants will be reduced or eliminated, the State Project Manager will notify the Grantee in writing.

1.3.3 The Grantee’s obligations to pay invoices to subcontractors that provided services during the Grant term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Grant Agreement (see Attachment A) shall survive expiration or termination of the Grant Agreement and continue in effect until all such obligations are satisfied.

#### **1.4 Procurement Officer**

The Procurement Officer is the sole point of contact in the State for purposes of this solicitation prior to the award of any Grant (see definition of “Procurement Officer” in Section 1.2).

The name and contact information of the Procurement Officer are indicated in the RFGP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).

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

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

The State Project Manager is the State representative for this Grant who is primarily responsible for Grant administration functions after Grant award (see definition of “State Project Manager” in Section 1.2).

The name and contact information of the State Project Manager are indicated in the RFGP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).

The Department may change the State Project Manager at any time by written notice.

#### **1.6 Pre-Proposal Conference**

A Pre-Proposal Conference (the Conference) will be held at the date, time, and location indicated in the RFGP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).

All prospective Applicants are encouraged to attend in order to facilitate better preparation of their Proposals.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Applicants known to have received a copy of this RFGP. This summary, as well as the questions and answers, will also be posted on the DHR Web Site ([www.dhr.maryland.gov](http://www.dhr.maryland.gov)).

In order to assure adequate seating and other accommodations at the Conference, please e-mail or fax the Pre-Proposal Conference Response Form (**Attachment C**) 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.

## **1.7 Questions**

Written questions from prospective Applicants will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the Procurement Officer's e-mail address indicated in the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Applicants attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the RFGP in sufficient time for the answer to be taken into consideration in the Proposal.

## **1.8 Proposals Due (Closing) Date and Time**

Proposals, in the number and form set forth in Section 4.2 "Proposals" must be received by the Procurement Officer at the Procurement Officer's address and no later than the Proposal Due date and time indicated in 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. Applicants mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Proposals received after the due date and time listed in this section will not be considered.

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

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

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

## **1.9 Multiple or Alternate Proposals**

Multiple and/or alternate Proposals will not be accepted.

## **1.10 Economy of Preparation**

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

## **1.11 Public Information Act Notice**

An Applicant should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4, Subtitle 3. (Also, see RFGP Section 4.4.2.2 "Claim of Confidentiality"). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

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

## **1.12 Award Basis**

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

## **1.13 Oral Presentation**

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

## **1.14 Revisions to the RFGP**

If it becomes necessary to revise this RFGP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Applicants that were sent this RFGP or which are otherwise known by the Procurement Officer to have obtained this RFGP. In addition, addenda to the RFGP will be posted on the Department's procurement web page. It remains the responsibility of all prospective Applicants to check the website for any addenda issued prior to the submission of Proposals.

Addenda made after the due date for Proposals will be sent only to those Applicants that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

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

### **1.15 Cancellations**

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

### **1.16 Incurred Expenses**

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

### **1.17 Applicant Responsibilities**

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

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

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

### **1.18 Mandatory Grant Terms**

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

#### **1.19 Bid/Proposal Affidavit**

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

#### **1.20 Compliance with Laws/Arrearages**

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

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

#### **1.21 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. The SDAT website is [www.dat.state.md.us/](http://www.dat.state.md.us/).

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

#### **1.22 Payments by Electronic Funds Transfer**

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

#### **1.23 Electronic Communications Authorized**

1.23.1 The following transactions are authorized to be conducted by electronic means on the terms described. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. DHR's website), and electronic data interchange.

A. The Procurement Officer may conduct the RFGP using the DHR website, e-mail or facsimile to issue:

1. the RFGP;
2. any amendments;
3. Pre-Proposal Conference documents;
4. questions and responses;
5. communications regarding the RFGP or proposal to any Applicant including requests for clarification, explanation, or removal of elements of an Applicant's Proposal deemed not acceptable; and
6. notices of award selection or non-selection.

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

1. ask questions regarding the RFGP; and
2. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer.

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

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

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

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

## **1.24 Federal Funding Acknowledgement**

- 1.24.1 There are programmatic conditions that apply to this Grant due to Federal funding. (see **Attachment I**).
- 1.24.2 This Grant contains federal funds. The source of these federal funds is: the Department of Health and Human Services, Administration for Children and Families. The CFDA number is 93.670. The conditions that apply to all federal funds awarded by the Department are contained in **Federal Funds, Attachment I**. Any additional conditions that apply to this particular federally-funded grant are contained as supplements to **Federal Funds Attachment I** and Applicants are to complete and submit these Attachments with their Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Applicant's intent to comply with all conditions, which are part of this Grant.

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

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

### **1.26 Non-Disclosure Agreement**

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

## **SECTION 2 – MINIMUM QUALIFICATIONS**

### **2.1 Applicant Minimum Qualifications**

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

- 2.1.1 The Applicant shall have three (3) years of experience providing Job Placement services. Experience monitoring and supervising youth is preferred. As proof of meeting this requirement, the Applicant shall provide with its Proposal three (3) references from the past five years able to attest to the Applicant's experience in providing such services.

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## SECTION 3 – SCOPE OF WORK

### **3.1 Background and Purpose**

The Mid-Shore Departments of Social Services are local units of DHR that administer a wide range of social services programs that protect the children, families and citizens of the Mid-Shore Area. One of these services is the Foster Care Program. Foster Care is 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.

The Mid-Shore Departments of Social Services aims to help youth in Foster Care to enter the workforce. One way The Mid-Shore Departments of Social Services accomplish this is through a Summer Foster Care Youth Employment Program. For roughly 7 years, CCDSS has engaged the services of a vendor on behalf of the Mid-Shore Departments of Social Services to provide paid summer job placement services to help foster youth, ages 14-21, acclimate to the world of work through the development of work habits and skills. However, there is a need to provide year-round services to older Foster Care Youth, ages 17-21, who are close to gaining independence. Consequently, CCDSS is issuing this RFGP to acquire the services of a contractor who can assist older Foster Care Youth choose, find and keep a job by providing work-readiness skill building, career assessments, job coaching, work experience, and on-site mentoring.

### **3.2 Scope of Work**

The Foster Care Youth Employment Program will accept Foster Care youth from the Mid-Shore Departments of Social Services. The Mid-Shore Departments of Social Services will screen the youths and provide referrals to the Grantee. Each referral will include the youth's preferred career field. The Program's roster will likely contain between 5-7 youth at any given time.

After receiving a referral, the Grantee will provide 20 hours per week of subsidized employment opportunities for participants in a 3-tier approach that provides a higher level of service at the start with a decrease in intensity as the youth progresses with the goal of entering into a competitive and sustained position that matches the youth's interests, skills and goals. The tiers are as follows (note: the length of time each youth will spend in a tier will vary based on their skill level and progress):

- Tier One – Orientation – A beginning level of service that includes education and orientation to prepare youth for work and placements with job shadowing for those youth in need of higher levels of supervision. All youth will start in Tier One and remain in that tier for a minimum of two weeks. However, youths shall not remain in Tier One for more than six weeks without written approval.
- Tier Two – Individual Placement – This tier involves Job Placement for youth in a position that requires a lower level of supervision. During this phase, the Grantee will provide a minimum of weekly check-ins with the youth as well as their employer to track progress and address employment barriers. The Grantee will perform on-site observations of the youth, but does not provide continuous supervision.

- Tier Three – Transition –The final level of the program. At this level, the Grantee will help the youth sustain their current placement independent from the Program or find and transition to permanent placement.

### 3.2.1 PROGRAM REQUIREMENTS

The Grantee shall:

- A. Manage the implementation of the year-round youth employment program
- B. Provide pre and post assessments for youth as they enter and exit the program.
- C. Provide all youth with an initial work readiness orientation adjusted to meet their individualized needs based on academic, cultural and or learning styles. Orientation shall last between 2 and 6 weeks and shall include:
  - 1. Career readiness skills training including, but not limited to, the following:
    - a) Workplace ethics and responsibility;
    - b) Problem-solving and conflict resolution;
    - c) Resume building; and
    - d) Interview skills.
  - 2. Career interest assessments to assist the Grantee in placing youths in jobs; and
  - 3. The creation of an individualized work plan.

**Note: No youth’s orientation may run for more than 6 weeks without the written approval of the State Project Manager.**

- D. Prior to Job Placement:
  - 1. Provide educational and vocational site visit opportunities for youths to gain exposure to employment and employer expectations; and
  - 2. Assist youths with the development of a functional resume and work portfolio.
- E. Pay each youth at least minimum wage (\$9.25 effective 7/1/17)
- F. Match youth with employment experiences based on their career interest.
  - 1. The Contractor shall ensure that the employment experiences are located in the county in which the youth resides.
- G. Identify on-site job mentors at each work site that houses the youth. This will require the Grantee to provide an orientation to volunteer mentors to understand their role in supervising and guiding the youth in real-world, work-related issues.
- H. Assist participants with job search and job placements with a potential for permanent employment.
- I. Provide job coaching to: build participants’ work readiness skills; develop participants’ career goals; and address day-to-day barriers that may impact the participants’ work performance.
- J. Develop working relationships with employers in order to develop a varied list of employment sites for youth with worksite mentors providing work experience opportunities, job-shadowing, internships, apprenticeships, or other career development opportunities across the Maryland Mid-Shore Region (Dorchester, Caroline, Queen Anne’s, Kent and Talbot Counties).
- K. Develop relationships with employers that are willing to provide apprenticeship opportunities and/or access to job openings for sustained employment after the youth successfully moves to Tier Three.

- L. Complete a minimum of weekly contact with youth and employer to ensure that both are satisfied with the job placement match and the employer is willing to take the youth on as an employee at the end of the program.
- M. Provide follow-up services to help youth secure and retain employment including addressing barriers to access of employment.
- N. Provide information and guidance on career planning and preparation to DSS staff, resource parents, and mentors. Information may be in the form of handouts, emails, presentations, etc.
- O. Attend Family Involvement Meetings (FIMs) and case staffing to work with Mid-Shore Departments of Social Services staff to identify: 1) opportunities for educational or career advocacy aligned with the youth's unique strengths; and 2) team barriers that may impact work placement or career development. Each youth has at least two FIMs a year (though more may be held depending on the youth's needs/situation).
- P. Recommend or help create educational and work opportunities to support the youths' strengths and goals to ensure sustained success beyond the Program.
- Q. Provide a Monthly Individual Assessment Progress Review (Attachment G) for each youth.
- R. Provide a Quarterly Progress Review (Attachment H) of the program.
- S. Be available on weekends for youth who work their placements on the weekend in order to help resolve issues between the youth and their employer or to provide on-site job coaching to youth.
- T. Have an office, located in one of the Mid-Shore Counties, which has space to provide orientation, job coaching and trainings.
- U. Participate in the evaluation of the program. This shall include, but is not limited to, holding focus groups for youths (at around the 9 and 18-month mark of the Grant) in order to identify the Program's successes and challenges

### 3.2.2 PROGRAM STAFFING REQUIREMENTS

The Contractor shall, at a minimum, provide the following staff:

- A. **Year Round Employment Program Coordinator-** This individual will work closely with the Mid-Shore Departments of Social Services, government agencies, and local businesses (including networks of vocational training associations and the local chambers of commerce) in order to develop and implement successful youth employment interventions. S/he will conduct detailed assessments to understand existing hindrances to youth training and employment. S/he will coordinate the design and the implementation of individualized and culturally competent youth focused skill development modalities including classroom learning, job placement/apprentice, job shadowing among others. S/he will foster effective partnership, representation and outreach with key stakeholder bodies to advance the youth agenda. This is a 20 hour/week position.

#### 1. Responsibilities

- a. Design and implement the year-round employment program for at-risk youth.
- b. Provide at-risk youth with market-relevant employment skills and education in a safe learning environment.
- c. Evaluate the needs of the youth and employers to develop successful employment matches/Job Placements.
- d. Maintain an organized system of recording and tracking work sites, youth referred and results. Records should include all necessary documentation related to services such as

intake assessments, specific plans for placement and follow-up, monthly and quarterly reports.

- e. Monitor consumer work experience training activities for attendance, appropriate on-the-job behavior and attainment of competencies. Attendance is recorded on timesheets which should be verified and calculated for accuracy.
- f. As part of prevocational and work experience training, familiarize youth with job readiness soft skills, job search techniques, resume development, job applications, interviewing techniques, and scheduling of interview appointments.
- g. Work collaboratively with the Mid-Shore Departments of Social Services.
- h. Create and foster partnerships with employers to promote at-risk youth employment.
- i. Strengthen the understanding and capacity of local community businesses to support relevant vocational training and employment opportunities for youth.

## 2. **Qualifications:**

- a. Computer Skills, including familiarity with MS Office.
- b. Valid Driver's License and transportation.
- c. Respect for diversity.
- d. Ability to inspire and motivate.
- e. Outstanding communication and interpersonal skills.
- f. Excellent organizational and problem-solving ability.
- g. Associates degree.
- h. 2 years of experience in a leadership position identifying and fostering employment opportunities.
- i. Experience working with employers' organizations, trade unions or other child-serving systems on issues related to employment opportunities for at-risk youth.

**B. Job Coach-** This individual will act as a mentor to at-risk youth. S/he will partner with the identified youth to help discover and build on their strengths as it relates to their work and life goals. This is a 10-20 hour/week position.

### 1. **Responsibilities:**

- a. Develop effective job coaching and employment plans for each youth.
- b. Communicate with youth to understand their goals and ambitions.
- c. Assist youth to discover and overcome their personal barriers and set goals with the support of their Family Involvement Teams through their local Department (if applicable).
- d. Assess the strengths of individuals and teach them to use them effectively.
- e. Guide youth in learning to complete job tasks.
- f. Help in the development of motivation and skills.
- g. Provide coaching in effective job search techniques.
- h. Assist youth with special needs in developing social and life skills.
- i. Advise on workplace accommodations for youth with special needs.
- j. Monitor and evaluate progress of Program participants.
- k. Keep records and documentation and prepare appropriate reports.

### 2. **Qualifications:**

- a. Proven experience as a job coach.
- b. Experience in working with people with disabilities is a plus.
- c. Experience in developing employment plans.
- d. Working knowledge of MS Office.
- e. Outstanding communication and interpersonal skills.
- f. Excellent organizational and problem-solving ability.
- g. Respect for diversity.
- h. Ability to inspire and motivate.
- i. High school diploma (degree in human services or related field a plus).
- j. Ability to work a flexible schedule including possible evenings or occasional weekends as needed.
- k. Valid Driver's License and transportation.

### **3.2.3 REPORTING REQUIREMENTS**

All items listed in this Section shall be sent to the State Project Manager, via email:

- A. A Monthly Individual Assessment Progress Review (Attachment G). This report shall be submitted by the 15th of each month.
- B. A Quarterly Progress Review of the program as a whole. (Attachment H). This report shall be submitted by the 15th day of each new quarter. (January, April, July, October)
- C. Program Evaluation Forms and Results- due no later than 30 days following the conclusion of the Program. The Mid-Shore Departments of Social Services will create these forms in conjunction with the Grantee towards the end of the term of the Grant.

Failure to submit required reports/information within timeframes identified may result in termination of any Grant awarded through this RFGP or reduction/withholding of Grant Payment as identified in Section 3.6.1 of this RFGP. Final invoice payment is contingent upon receipt of all reports identified above.

## **3.3 Security Requirements**

### **3.3.1 Employee Identification**

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

### **3.3.2 Criminal Background Check**

The Grantee shall obtain from each prospective employee a signed statement permitting a criminal background check. The Grantee shall secure at its own expense a Maryland State Police and/or

FBI background check and shall provide the State Project Manager with completed checks on all new employees prior to assignment. The Grantee may not assign an employee with a criminal record to work under this Grant unless prior written approval is obtained from the State Project Manager. However, the State Project Manager shall not approve any individual who has been convicted of the following crimes:

- (a) Child abuse;
- (b) Child neglect;
- (c) Spousal abuse; or
- (d) Any other crime against children including possession and/or distribution of child pornography.

### 3.3.3 Information Technology

For purposes of this solicitation and the resulting Grant:

- (a) "Sensitive Data" means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI) or other private/confidential data, as specifically determined by the State. Sensitive Data includes information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of "personal information" under Md. Code Ann., Com. Law § 14-3501(d); or (4) falls within the definition of "personal information" under Md. Code Ann., State Govt. § 10-1301(c).
- (b) "Relevant subgrantee" includes any subgrantee that assists the Grantee in the critical functions of the Grant, handles Sensitive Data, and/or assists with any related implemented system, excluding subgrantees that provide secondary services that are not pertinent to assisting the Grantee in the critical functions of the Grant, handling Sensitive Data, and/or assisting with any related implemented system.
- (c) The Grantee, including any relevant subgrantee(s), shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below, and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting Grant.
- (d) The Grantee, including any and all subgrantee(s), agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State of Maryland Department of Information Technology Security Policy: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>. The State IT Security Policy may be revised from time to time. The Grantee and all subgrantees shall comply

with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

### 3.3.3.1 Information Security Requirements

To ensure appropriate data protection safeguards are in place, the Grantee and any relevant subgrantee(s) shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Grant. The Grantee and any relevant subgrantee(s) may augment this list with additional information technology controls.

- (a) Establish separate production, test, and training environments for systems supporting the services provided under this Grant and ensure that production data is not replicated in the test and/or training environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
- (b) Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Grantee/subgrantee's systems' surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Grantee/subgrantee's system configuration files.
- (c) Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Grant. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Grantee's and/or subgrantee's security policy. The Grantee and any relevant subgrantee(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Grant.
- (d) Where website hosting or Internet access is the service provided or part of the service provided, the Grantee and any relevant subgrantee(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Grantee's and subgrantee's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Grantee and any relevant subgrantee(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to

confirm the effectiveness of these measures for the services being provided under this Grant.

- (e) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Grant; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
- (f) Enforce strong user authentication and password control measures over the Grantee/subgrantee's systems supporting the services provided under this Grant to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- (g) Ensure State data under this service is not processed, transferred, or stored outside of the United States.
- (h) Ensure that State data is not comingled with the Grantee's and subgrantee's other clients' data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user's access or security level.
- (i) Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the system, as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.  
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- (j) Enable appropriate logging parameters on systems supporting services provided under this Grant to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards including the current State of Maryland Department of Information Security Policy: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>
- (k) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. The Department shall have the right to inspect these policies and procedures and the Grantee or subgrantee's performance to confirm the effectiveness of these measures for the services being provided under this Grant.
- (l) Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of Sensitive Data from

unauthorized access as well as the separation of production and non-production environments.

- (m) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Grant from unsolicited and unauthenticated network traffic.
- (n) Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- (o) Ensure that the Grantee's and any subgrantee's personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State. The Grantee/subgrantee shall complete any necessary paperwork as directed and coordinated with the State Project Manager to obtain approval by the State to connect Grantee/subgrantee-owned equipment to a State LAN/WAN.

#### **3.3.3.2 Contingency / Disaster Recovery Plans**

- (a) The Grantee and any relevant subgrantee(s) shall have robust contingency and disaster recovery plans in place to ensure that the services provided under this Grant will be maintained in the event of disruption to the Grantee/subgrantee's operations (including, but not limited to, disruption to information technology systems), however caused.
- (b) The contingency and disaster recovery plans must be designed to ensure that services under this Grant are restored after a disruption within 48 hours in order to avoid unacceptable consequences due to the unavailability of services.
- (c) The Grantee and any relevant subgrantee(s) shall test the contingency/disaster recovery plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one annual test shall include backup media restoration and failover / fallback operations.
- (d) Such contingency and disaster recovery plans shall be available for the Department to inspect and to practically test at any reasonable time, and shall be subject to regular updating, revision, and testing throughout the term of the Grant.

#### **3.3.3.3 Incident Response Requirement**

- (a) The Grantee shall notify the State Project Manager when any Grantee and/or subgrantee system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or

access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

- (b) The Grantee shall notify the State Project Manager within one (1) Business Day of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the State Project Manager and Procurement Officer.
- (c) The Grantee shall notify the State Project Manager within two (2) hours if there is a threat to the Grantee and/or subgrantee's systems as it pertains to the use, disclosure, and security of the Department's Sensitive Data.
- (d) If an unauthorized use or disclosure of any Sensitive Data occurs, the Grantee must provide written notice to the State Project Manager within one (1) Business Day after the Grantee's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.
- (e) The Grantee, within one (1) Business Day of discovery, shall report to the State Project Manager any improper or non-authorized use or disclosure of Sensitive Data. The Grantee's report shall identify:
  - 1. the nature of the unauthorized use or disclosure;
  - 2. the Sensitive Data used or disclosed;
  - 3. who made the unauthorized use or received the unauthorized disclosure;
  - 4. what the Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - 5. what corrective action the Grantee has taken or shall take to prevent future similar unauthorized use or disclosure.
  - 6. the Grantee shall provide such other information, including a written report, as reasonably requested by the State.
- (f) The Grantee shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Grantee's security obligations or other event requiring notification under applicable law, the Grantee agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- (g) This Section 3.3.3.3 shall survive expiration or termination of the Grant.

### **3.4 Insurance Requirements**

- 3.4.1 The Grantee shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Grantee action or inaction in the performance of the Grant by the Grantee, its agents, servants, employees, or subcontractors, but no less than a Combined

Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$500,000 per occurrence and \$1,000,000 aggregate.

- 3.4.2 The Grantee 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.
- 3.4.3 Within five (5) Business Days of recommendation for Grant award, the Grantee shall provide the State Project Manager with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year grants, as directed by the State Project Manager. Such copy of the Grantee's current certificate of insurance shall contain the Commercial General Liability Insurance required in Section 3.4.1.
- 3.4.4 Within five (5) Business Days of recommendation for Contract award, and before any work begins, the Grantee shall provide the Procurement Officer with current certificates of insurance, and shall update such certificates periodically, but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Grantee's current certificate of insurance shall contain at minimum the following:
- a. Workers' Compensation – The Grantee shall maintain such insurance as necessary and/or as 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 3.4.1.
  - c. Automobile and/or Commercial Truck Insurance as required in Section 3.4.2.
- 3.4.5 The "State of Maryland, its officers, employees and agents" 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 Worker's Compensation Insurance, which is currently handled by the Chesapeake Employer's Insurance Company (formerly Injured Worker's Insurance Fund). All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Grantee shall provide the Contract Monitor 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 to provide such policies.
- 3.4.6 The Grantee 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 Contract Monitor with the same documentation as is required of the Grantee.

### **3.5 Problem Escalation Procedure**

- 3.5.1 The Applicant must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Applicant will address problem situations

as they occur during the performance of the grant, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Applicant 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.

3.5.2 The Applicant must provide the PEP no later than five (5) Business Days after notice of Grant award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Grant year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Grant will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- The maximum duration that a problem may remain unresolved at each level in the Applicant's organization before automatically escalating the problem to a higher level for resolution;
- Circumstances in which the escalation will occur in less than the normal timeframe;
- The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Identification of, and contact information for, progressively higher levels of personnel in the Applicant's organization who would become involved in resolving a problem;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- 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 Grant or applicable law.

## **3.6 Invoicing**

### **3.6.1 General**

(a) All invoices for services shall be signed by the Applicant and submitted to Christina Ford at 207 S. Third Street, Denton, MD 21629. All invoices shall include the following information:

- Applicant name and address;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period (i.e. time period during which services covered by invoice were performed);
- Invoice date;

- Invoice number;
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

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

- (b) The Department reserves the right to reduce or withhold Grant payment in the event the Grantee does not provide the Department with all required deliverables within the time frame specified in the Grant or in the event that the Grantee otherwise materially breaches the terms and conditions of the Grant until such time as the Grantee brings itself into full compliance with the Grant. Any action on the part of the Department, or dispute of action by the Grantee, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

### 3.6.2 Invoice Submission Schedule

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

Monthly, by the 15th of each month for the preceding month's activities for the duration of the Grant Agreement. A transportation stipend may be granted for a youth by request. The Contractor shall submit invoices to Christina Ford at 207 S. Third Street, Denton, MD 21629.

## 3.7 Grantee's Project Manager

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

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## SECTION 4 – PROPOSAL FORMAT

### **4.1 Two Part Submission**

Applicants shall simultaneously submit Proposals in separate volumes:

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

### **4.2 Proposals**

4.2.1 Volume I – Technical Proposal, and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, email address, and telephone number of the Applicant be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and five (5) copies, **except that financial statements submitted pursuant to Section 4.4.2.10 shall be contained in the unbound original and need not be contained in the five (5) copies.** Unless the resulting package will be too unwieldy, the State’s preference is for the two (2) sealed Volumes to be submitted together in a single package including a label bearing:

- The RFGP title and number,
- Name and address of the Applicant,
- Closing date and time for receipt of Proposals

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

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

4.2.3 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 Section 1.11 “Public Information Act Notice”).

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

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

### 4.3 Delivery

Applicants may either mail or hand-deliver Proposals.

- 4.3.1 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 RFGP will be deemed to be timely. If an Applicant chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. An Applicant using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
- 4.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Applicant. For any type of direct (non-mail) delivery, Applicants are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
- 4.3.3 After receipt, a Register of Proposals will be prepared that identifies each Applicant. The Register of Proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Grant.

### 4.4 Volume I – Technical Proposal

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

#### 4.4.1 Format of Technical Proposal

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

**4.4.2 The Technical Proposal** shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

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

The Technical Proposal should begin with a Title Page bearing the name and address of

the Applicant and the name and number of this RFGP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

#### **4.4.2.2 Claim of Confidentiality (If applicable, submit under TAB A-1)**

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Applicant's Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 1.11 "Public Information Act Notice"). The entire Proposal cannot be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

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

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

- Name and address of the Applicant;
- Name, title, e-mail address, and telephone number of primary contact for the Applicant;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Applicant to its Proposal;
- Federal Employer Identification Number (FEIN) of the Applicant, or if a single individual, that individual's Social Security Number (SSN);
- Acceptance of all State RFGP and Grant terms and conditions (see Section 1.18); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 4.4.2.4); and
- Acknowledgement of all addenda to this RFGP.

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

The Applicant shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall indicate whether the Applicant is the subsidiary of another entity, and if so, whether all information submitted by the Applicant pertains exclusively to the Applicant. If not, the subsidiary Applicant shall include a guarantee of performance from its parent organization as part of its Executive Summary (see RFP Section 1.22 for more information).

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

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

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

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

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

- a. The Applicant shall address each Scope of Work requirement (Section 3.2) in its Technical Proposal and describe, in detail, its proposed processes, procedures, plans, and overall approach to providing all required services. Additionally, the Applicant shall describe, in detail, how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Applicant agreement to any requirement(s), the Applicant shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work (Section 3.2) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Applicant deemed not responsible.
- b. The Applicant shall give a definitive description of the proposed plan to meet the requirements of the RFGP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Applicant in providing the required services as outlined in RFGP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Applicant and a project management plan, including project control mechanisms, approach to monitoring sub-grantees and overall timelines. Project deadlines considered grant deliverables must be recognized in the Work Plan.
- c. The Applicant shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State’s requirements as outlined in this RFGP.
- d. The Applicant must provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the State Project Manager should problems arise under the Grant (including the Applicant’s process for resolving billing errors); and explain how problems with work under the Grant will be escalated in order to resolve any issues in a timely manner. Final procedures must be submitted as indicated in RFGP Section 3.5.
- e. The Applicant shall include a description of its cost allocation methodology and detailed information on how it will document and allocate staff time and expenses.

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

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

- a. The number of years the Applicant has provided the similar services;
- b. The number of clients/customers and geographic locations that the Applicant currently serves;
- c. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract; and
- e. An organizational chart that identifies the complete structure of the Applicant, including any parent company, headquarters, regional offices, and subsidiaries of the Applicant.

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

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

The Applicant shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including: any staff of proposed subcontractor(s), as detailed in the Work Plan. The Applicant shall include individual resumes for the key personnel, including: 1) the two required positions listed in Section 3.2.2; and 2) key personnel for any proposed subcontractor(s), who are to be assigned to the project if the Applicant is awarded the Grant. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.

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

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

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

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

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

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

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

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

- a. Dun and Bradstreet Rating;
- b. Standard and Poor's Rating;
- c. Lines of credit;
- d. Evidence of a successful financial track record; and
- e. Evidence of adequate working capital.

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

The Applicant shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.4. See Sections 3.4 and 5.5 for the required insurance certificate submission for the recommended Applicant.

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

The Applicant shall provide a complete list of all subcontractors that will work on the Grant if the Applicant receives an award. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. See Section 4.4.2.6 and 4.4.2.8 for additional Applicant requirements related to Subcontractors.

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

This summary shall include:

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

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

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

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

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

- a. Completed Federal Funds Attachment (**Attachment E**) \*see Section 1.24.
- b. Completed Conflict of Interest Affidavit and Disclosure (**Attachment F**) \*see Section 1.25.

### 4.5 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 4.2 “Proposals,” the Applicant shall submit an original unbound copy, five (5) copies, and an electronic version in Microsoft Word or Microsoft Excel of the **Financial Proposal**. The Financial Proposal shall contain all price information in the format specified in **Attachment D**. The Applicant shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

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

### **5.1 Evaluation Committee**

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

### **5.2 Technical Proposal Evaluation Criteria**

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

#### **5.2.1 Applicant’s Technical Response to RFGP Requirements and Work Plan (See RFGP § 4.4.2.6)**

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

#### **5.2.2 Applicant Qualifications and Capabilities (See RFGP § 4.4.2.7 and 4.4.2.9 – 4.4.2.13)**

#### **5.2.3 Experience and Qualifications of Proposed Staff, including proposed Subcontractors (See RFGP § 4.4.2.8)**

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

All Qualified Applicants (see Section 5.4.2.3) 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 D** - Financial Proposal Form.

## **5.4 Selection Procedures**

### **5.4.1 General**

Although COMAR, Title 21, State Procurement Regulations, is not applicable to this RFGP, the selection procedure for award of this Grant will generally follow the evaluation and selection procedures described at COMAR 21.05.03.03. Specifically, the Procurement Officer may conduct discussions and obtain clarifications of Proposals that are determined to be reasonably susceptible of being selected for grant award or potentially so. The State reserves the right to make an award without holding discussions.

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

### **5.4.2 Selection Process Sequence**

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

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

5.4.2.3 The Financial Proposal of each Qualified Applicant (a responsible Applicant determined to have submitted an acceptable Proposal) will be evaluated as described in Section 5.3. All Qualified Applicants 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 RFGP and as submitted on Attachment D - Financial Proposal Form.

### **5.4.3 Award Determination**

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

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

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

- a. Grant Agreement (**Attachment A**),
- b. Non-Disclosure Agreement (**Attachment F**), if applicable; \*see **Section 1.26**,
- c. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” listing the State as an additional insured, if applicable; \*see **Section 3.4**.

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

## **RFGP ATTACHMENTS**

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

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

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

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

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

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

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

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

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

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

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

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 G – Monthly Progress Report (SAMPLE)**

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

### **ATTACHMENT H – Quarterly Progress Review (SAMPLE)**

If awarded, this report must be completed and submitted by the 15<sup>th</sup> day of each new quarter. (January, April, July, October)

## ATTACHMENT A – GRANT AGREEMENT

### Foster Youth Employment Program

#### CARLN/SERV/17-009-S

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

The DEPARTMENT and the GRANTEE agree as follows:

#### 1. Definitions

In this Grant Agreement, the following words have the meanings indicated:

- 1.1 "Department" means the Department of Human Resources or DHR.
- 1.2 "Financial Proposal" means the Grantee's Financial Proposal dated (Financial Proposal date).
- 1.3 "Grantee" means (Grantee's complete legal name) whose principal business address is (Grantee's primary address) and whose principal office in Maryland is (Grantee's local address).
- 1.4 "Procurement Officer" means the Department employee identified in Section 1.4 of the RFGP as the Procurement Officer.
- 1.5 "RFGP" means the Request for Grant Proposals for FOSTER YOUTH EMPLOYMENT PROGRAM Solicitation # CARLN/SERV/17-009-S, and any addenda thereto issued in writing by the State.
- 1.6 "State" means the State of Maryland.
- 1.7 "State Project Manager" means the Department employee identified in Section 1.5 of the RFGP as the State Project Manager.
- 1.8 "Technical Proposal" means the Grantee's Technical Proposal dated (Technical Proposal date).

#### 2. PROGRAM AND SERVICES TO BE PROVIDED

- 2.1. The Grant funding provided under this Grant Agreement shall be used by the GRANTEE to provide the services identified in GRANTEE'S Technical Proposal, dated \_\_\_\_\_, attached as the Appendix, entitled \_\_\_\_\_.
- 2.2. The Appendix includes an approved budget.
- 2.3. The DEPARTMENT retains the unilateral right to require changes in the services, as long as the changes are within the general scope of work to be performed.

3. TERM AND TERMINATION

- 3.1. Performance under this Grant Agreement shall commence on April 1, 2017 and shall continue through September 30, 2018.
- 3.2. The parties may agree in writing to an earlier termination date.
- 3.3. If the GRANTEE fails to fulfill its obligations under this Grant Agreement properly and on time, or otherwise violates any provision of the Grant Agreement, the DEPARTMENT may terminate the Grant Agreement. Prior to termination of this Grant Agreement, the DEPARTMENT shall give the GRANTEE thirty (30) days prior written notice of such default, and if the GRANTEE has not cured such default within the thirty (30) day period, the DEPARTMENT may, by written notice, within five (5) days after expiration of this period, terminate the Agreement. The notice shall specify the acts or omissions relied on as cause for termination. The DEPARTMENT shall pay the GRANTEE fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages, caused by the GRANTEE'S breach.

4. PAYMENT

- 4.1. Subject to the continuing availability of State and/or federal funds, the DEPARTMENT has agreed to make a Grant to the GRANTEE in a total amount not to exceed \_\_\_\_\_, ( \_\_\_\_\_ ), which the Grantor will disburse to the Grantee pursuant to this Agreement and subject to its conditions.
- 4.2. Payments by the DEPARTMENT shall be made promptly, no later than thirty (30) days after submission of an invoice from the GRANTEE.
- 4.3. The GRANTEE 'S Federal Tax Identification Number is \_\_\_\_\_. The GRANTEE agrees to include this number on all invoices. The DEPARTMENT may withhold payment for failure to comply with this provision.
- 4.4. Payment of these funds is conditional upon the DEPARTMENT receiving funds from **State of Maryland General Assembly and/or the federal government that have been appropriated under Grants Object 12** as specified, to pay for the total cost of the services set forth in the Appendix. The DEPARTMENT will give timely notice to the GRANTEE in the event that the DEPARTMENT does not receive the funds to pay for the total cost of the services provided under this Grant Agreement.

5. GENERAL PROVISIONS AND CONDITIONS

- 5.1. The terms of this Grant Agreement and its execution are subject to all applicable Maryland laws and regulations and approval of other agencies of the State of Maryland as required under State laws and regulations, including approval of the Board of Public Works where appropriate.
- 5.2. The DEPARTMENT shall not be liable in any action or tort, contract or otherwise for any action caused by the Grantee.
- 5.3. As a condition of the DEPARTMENT'S obligation to perform under this agreement, the

GRANTEE hereby represents and warrants that:

- 5.3.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;
  - 5.3.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Grant Agreement;
  - 5.3.3 It shall comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Grant Agreement; and
  - 5.3.4 It shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Grant Agreement.
- 5.4. The person executing this Grant Agreement on behalf of the GRANTEE certifies, to the best of that person's knowledge and belief, that:
- 5.4.1 Neither the GRANTEE, nor any of its officers or directors, nor any employee of the GRANTEE involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the GRANTEE'S application for the Grant or this Grant Agreement or has been convicted of bribery, or conspiracy to bribe under the laws of any State or of the United States;
  - 5.4.2 The GRANTEE has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the GRANTEE, to solicit or secure the Grant or this Grant Agreement, and the GRANTEE has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement;
  - 5.4.3 The GRANTEE, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, and has paid or arranged for the payment of all taxes due to the State;
  - 5.4.4 No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant; and
  - 5.4.5 Neither the GRANTEE, nor any of its officers, nor any person substantially involved in the contracting or fundraising activities of the GRANTEE, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08 of the Code of Maryland Regulations.

- 5.5. Indemnification and Claims:
- 5.5.1 The GRANTEE shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the GRANTEE or its subcontractors under this Grant Agreement.
  - 5.5.2 The State of Maryland has no obligation to provide legal counsel or defense to the GRANTEE or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Grant Agreement against the GRANTEE or its subcontractors as a result of or relating to the GRANTEE'S obligations under this Grant Agreement.
  - 5.5.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the GRANTEE or its subcontractors as a result of or relating to the GRANTEE'S obligations under this Grant Agreement.
  - 5.5.4 The GRANTEE shall immediately notify the Procurement Officer of any claim or suit made or filed against the GRANTEE or subcontractors regarding any matter resulting from or relating to the GRANTEE'S obligations under the Grant Agreement, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the GRANTEE'S performance under this Grant Agreement.
- 5.6. The persons performing the services as set forth in the Appendix shall be employees of the GRANTEE. The GRANTEE is responsible for complying with all federal and State laws as to tax and Social Security payments to be withheld from wages paid to said employees.
- 5.7. The DEPARTMENT shall furnish the GRANTEE with such technical assistance and consultation by the DEPARTMENT staff as is reasonably necessary to assure satisfactory performance in providing the services required by this Grant Agreement.
- 5.7.1 The GRANTEE shall designate INSERT THE GRANTEE'S PROJECT MANAGER'S NAME, ADDRESS, TELEPHONE #, FAX # AND E-MAIL ADDRESS or his/her designee, to serve as Project Manager for this Agreement. All contact between the DEPARTMENT and the GRANTEE regarding all matters relative to this Grant Agreement shall be coordinated through the DEPARTMENT'S and GRANTEE'S designated Project Managers.
  - 5.7.2 The use of funds under this Grant Agreement by the GRANTEE to hire consultants shall require the prior approval of any such arrangement and the proposed work plan of the consultant(s) involved by the DEPARTMENT, through its Project Manager. (Approval is not required if the Appendix indicates the consultant's use.)
- 5.8. This Grant Agreement may be amended as the DEPARTMENT and the GRANTEE mutually agree in writing. Except for the specific provision of the Grant Agreement which is thereby amended, the Grant Agreement shall remain in full force and effect after such amendment. Adjustments of funds between categories which do not affect the total authorized funding and are consistent with the objectives of this Grant Agreement do not require an amendment to the Grant

Agreement. They must, however, be approved in writing by the State's Project Manager.

- 5.9. The GRANTEE shall operate under this Grant Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, creed, national origin, age, marital status, sexual orientation, or physical or mental disability which would not reasonably preclude the required performance. Except in subcontracts for standard commercial supplies or raw materials, the GRANTEE shall include a clause similar to this clause in all subcontracts. The GRANTEE and each subcontractor shall post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.

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

- 5.10. Non-hiring of Employees: No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Grant Agreement, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
- 5.11. Financial Disclosure: The GRANTEE shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these 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.
- 5.12. Political Contribution Disclosure: The GRANTEE shall comply with Title 14 of the Election Law Article, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- 5.13. Unless otherwise provided in the Appendix, the GRANTEE may not, during the term of this Grant Agreement or any renewals or extensions of this Grant Agreement, assign or subcontract all or any part of this Grant Agreement without the prior written consent of the State's Project Manager.

- 5.14. Commercial Non-Discrimination: As a condition of entering into this Grant Agreement, upon the Commission on Civil Rights request, and only after the filing of a complaint against the GRANTEE under Title 19 of the State Finance and Procurement Article, as amended from time to time, the GRANTEE agrees to: provide to the State, within 60 days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the GRANTEE has used in the past four (4) years of any of its Grant Agreements that were undertaken within the State of Maryland including the total dollar amount paid by the GRANTEE on each subcontract or supply contract. The GRANTEE further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that is requested by the State. The GRANTEE understands and agrees that violation of this clause shall be considered a material breach of this agreement and may result in grant termination, disqualification by the State from participating in State Grant Agreements, and other sanctions.
- 5.15. All parties hereby expressly acknowledge the possibility of substantial changes in State and federal regulations applicable to this Grant Agreement and expressly agree to renegotiate this Agreement as necessary to comply with such changes; provided that any increase in the scope of work or cost of performance will be compensated for by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance.
- 5.16. The GRANTEE shall retain all books, records, and other documents relevant to this Grant Agreement for a period of no less than three (3) years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable written notice thereof, full access thereto and the right to examine any of said materials shall be afforded federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties, and such other persons as are authorized by the DEPARTMENT. The GRANTEE will provide to the DEPARTMENT a copy of that part of any audit performed by State or independent auditors which relates to the performance of this Grant Agreement and the administration of funds provided by the DEPARTMENT pursuant to this Grant Agreement. Any additional audit information requested by the DEPARTMENT may be secured at its own expense using Department of Human Resources auditors or other State-approved auditors.
- 5.17. Purchase and Treatment of Assets
- 5.17.1 GRANTEE shall obtain written approval of the DEPARTMENT for any purchase of assets with funds paid under this Grant, excluding ordinary office supplies, except that such is not required with regard to purchase of assets described in the Appendix attached hereto.
- 5.17.2 Title to all property furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property acquired by the GRANTEE at a cost of over FIFTY DOLLARS (\$50.00) including purchase by lease-purchase agreement for the cost of which the GRANTEE is to be reimbursed under this grant, shall immediately vest in the DEPARTMENT upon (i) issuance for use of such property in the performance of this grant, or (ii) reimbursement of the cost thereof by the DEPARTMENT, whichever occurs first.

- 5.17.3 The GRANTEE shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of the DEPARTMENT'S property so as to assure its full availability and usefulness for the performance of this grant.
- 5.17.4 The DEPARTMENT'S property shall, unless otherwise provided herein, or approved in writing by the DEPARTMENT, be used only for the performance of this grant.
- 5.17.5 In the event that the GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the DEPARTMENT'S property, it shall use the proceeds to repair, renovate, or replace the DEPARTMENT'S property involved, or shall credit such proceeds against the cost of the work covered by the grant, or shall otherwise reimburse the DEPARTMENT as directed by the DEPARTMENT.
- 5.17.6 At the conclusion of the term of this grant, the GRANTEE shall deliver to the DEPARTMENT a listing of all the DEPARTMENT'S property purchased hereunder, showing the following information as to each property item:
- a) description of the property;
  - b) manufacturer's serial number or other identification number;
  - c) acquisition date and cost;
  - d) source of the property;
  - e) percentage of Federal funds used in acquisition of the property; and
  - f) location, use and condition of the property.
- 5.17.7 Upon termination of the grant, the DEPARTMENT may require the GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of this grant.
- 5.17.8 As an alternative to the provisions of (a) - (g), the GRANTEE may elect to furnish property for use in the performance of this grant out of its own funds, for which the DEPARTMENT will reimburse it to the extent of its allocated share of the annual depreciation expense of such property allowed by IRS depreciation schedules.

## 6. Late Payment of Subcontractors – Prompt Payment Policy

- 6.1. If a Grantee withholds payment of an undisputed amount to its subcontractor(s), DHR at its option and in its sole discretion, may take one or more of the following actions:
- 6.1.1 Not process further payments to the Grantee until payment to the subcontractor is verified,
  - 6.1.2 Suspend all or some of the Grant work without affecting the completion date(s) for the Grant work,
  - 6.1.3 Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due,
  - 6.1.4 Place a payment for an undisputed amount in an interest-bearing escrow account, or

- 6.1.5 Take other or further actions as appropriate to resolve the withheld payment.
- 6.2 An “undisputed amount” means an amount owed by a Grantee to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the Grant under which the amount is withheld.
- 6.3 An act, failure to act, or decision of a Procurement Officer or a representative of DHR concerning a withheld payment between a Grantee and its subcontractor(s) under this policy directive, may not:
- 6.3.1 Affect the rights of the contracting parties under any other provision of law;
  - 6.3.2 Be used as evidence on the merits of a dispute between DHR and the Grantee in any other proceeding; or
  - 6.3.3 Result in liability against or prejudice the rights of DHR.
- 6.4 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 program.
- 6.5 To ensure compliance with certified MBE subcontractor participation goals, DHR may, consistent with COMAR 21.11.03.13, take the following measures:
- 6.5.1 Verify that the certified MBEs listed in the MDOT Certified MBE Utilization and Fair Solicitation Affidavit actually are performing work and receiving compensation as set forth in the MDOT Certified MBE Utilization and Fair Solicitation Affidavit.
  - 6.5.2 This verification may include, as appropriate:
    - a. Inspecting any relevant records of the Grantee
    - b. Inspecting the jobsite; and
    - c. Interviewing subcontractors and workers.
    - d. Verification shall include a review of:
      - 1) The Grantee’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
      - 2) The monthly report of each certified MBE subcontractor, which lists payments received from the Grantee in the preceding 30 days and invoices for which the subcontractor has not been paid.
- 6.6 If DHR determines that a Grantee is in noncompliance with certified MBE participation goals, then DHR will notify the Grantee in writing of its findings, and will require the Grantee to take appropriate corrective action.

6.6.1 Corrective action may include, but is not limited to, requiring the Grantee to compensate the MBE for work performed as set forth in the MDOT Certified MBE Utilization and Fair Solicitation Affidavit.

6.7 If DHR determines that the Grantee is in material noncompliance with MBE Grant provisions and refuses or fails to take the corrective action that DHR requires, then DHR may:

- a. Terminate the Grant;
- b. Refer the matter to the Office of the Attorney General for appropriate action; or
- c. Initiate any other specific remedy identified by the Grant, including the contractual remedies stated above regarding the payment of undisputed amounts.

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

## 7. TRANSPARENCY ACT COMPLIANCE

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

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

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

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

7.4 GRANTEE Identification. All Grantees are required to maintain a valid Dun & Bradstreet Data Universal Numbering System (DUNS) number and current registration in the Central Grantee Registry (CCR) prior to award. The registration procedure for the CCR can be found at [www.ccr.gov](http://www.ccr.gov). Grantees can request a DUNS number or modification to an existing DUNS record by using the online webform process at <http://fedgov.dnb.com/webform> (for US and International locations) or they can call 866-705-5711. The toll free number is for US locations only. Registrants will be asked for their entity name, address, city, state, country, postal code, highest ranking individual's name and title, line of business, # of employees and legal structure (corporation, non-profit, etc.) and socio-economic data (veteran owned, woman owned, etc.). If the webform is used, their mailing address area, SIC code and annual revenue data lines, but these are optional.

7.5 The GRANTEE is required to submit the following information required for reporting:

- a. Name of entity receiving award
- b. Amount of award
- c. Funding agency
- d. NAICS code for contracts / CFDA program number for grants
- e. Award title descriptive of the purpose of the funding action
- f. Location of the entity and place of performance (including congressional district)
- g. Unique identifier of the entity and its parent; and
- h. Total compensation and names of top five executives, as applicable.

CARLN/SERV/17-009-S

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

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

Attest:

For the GRANTEE:

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attest:

For the DEPARTMENT:

\_\_\_\_\_

\_\_\_\_\_

Signature

**Osvaldina Gomes Daly**

Name

**Director**

Title

\_\_\_\_\_  
Date

THIS GRANT AGREEMENT APPROVED FOR LEGAL SUFFICIENCY

\_\_\_\_\_  
ATTORNEY GENERAL'S OFFICE

\_\_\_\_\_  
DATE

**CARLN/SERV/17-009-S**

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

**B-1. Certification Regarding Minority Business Enterprises.**

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

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

## C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

\_\_\_\_\_.

#### D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

- (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) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

\_\_\_\_\_.

#### E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

\_\_\_\_\_.

#### F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

\_\_\_\_\_.

#### G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

#### H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Applicant or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

#### I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

#### J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for

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

#### K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

(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 bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §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 bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the

obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

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

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**ATTACHMENT C – PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**CARLN/SERV/17-009-S**

**FOSTER YOUTH EMPLOYMENT PROGRAM**

A Pre-Proposal Conference will be held at 10:00 A.M., on January 30, 2017, at Caroline County Department of Social Services 207 S. Third St, Denton, MD 21629. Please return this form by 12:00 P.M. on January 26, 2017, advising whether or not you plan to attend.

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

Christy Reid  
Caroline County Department of Social Services  
207 S. Thrid St.  
Denton, Maryland 21629  
Email: christy.reid@maryland.gov  
Fax #: (410) 819-4501

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 RFGP § 1.7 “Pre-Proposal Conference”): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm (please print)

## ATTACHMENT D – FINANCIAL PROPOSAL INSTRUCTIONS

### CARLN/SERV/17-009-S

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

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

- A) Double-click on the chart (Item 7 on the Financial Proposal Form) and enter pricing information in Column B (Budget Calculations) only. Information provided in this column will automatically carry over to Column C and compute a total proposed price.
- B) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- C) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- D) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- E) Any goods or services required through this RFGP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- F) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Applicant prior to submission shall be initialed and dated.
- G) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- H) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Applicant and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Applicant will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.
- I) If option years are included, Applicants must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- J) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Grantee. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

- J) Unless indicated elsewhere in the RFGP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFGP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Grant.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.
- L) **If an Applicant proposes a price for the ‘Other’ category, it shall attach a separate page to the Financial Proposal that discusses each charge/expense included in the ‘Other’ figure.**

**ATTACHMENT D-1 – FINANCIAL PROPOSAL FORM**

**CARLN/SERV/17-009-S  
STATE OF MARYLAND  
DEPARTMENT OF HUMAN RESOURCES  
FINANCIAL PROPOSAL**

**MUST SUBMIT SEPARATELY FROM TECHNICAL PROPOSAL**

- (1) AGENCY: Department of Human Resources
- (2) COMPONENT: Caroline County Department of Social Services
- (3) ADDRESS: 207 S. Third Street, Denton MD 21629
- (4) SERVICE OR ITEM REQUIRED: Foster Youth Employment Program
- (5) RFGP RELEASE DATE: January 18, 2017
- (6) VENDOR RESPONDING: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FEDERAL TAX I.D. #: \_\_\_\_\_

(7) **PROPOSED PRICE**

A	B					C	
<b>Budget Items</b>	<b>Budget Calculations</b>					<b>Total Amount</b>	
Youth Salary*	0	per hour X	1560	hours X	7	youth	0
Program Coordinator Salary						0	
Job Coach Salary						0	
Supplies						0	
Other						0	
<b>TOTAL PROPOSED PRICE (Used as basis for Financial Evaluation)</b>						<b>0</b>	

\*The salary rate shall include all payroll costs including FICA, UI, etc. **No price adjustments will be allowed during the contract period.**

- (8) MINORITY VENDOR: YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, State MDOT Certification Number \_\_\_\_\_
- (9) SMALL BUSINESS: YES \_\_\_\_\_ NO \_\_\_\_\_  
If Yes, State SBR Certification Number \_\_\_\_\_

(10) \_\_\_\_\_  
(Name and Title of Person Authorized to Bind Services and Prices)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

**CARLN/SERV/17-009-S**

**(submit with Bid/Proposal)**

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

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

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

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

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

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

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

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

## ATTACHMENT F – NON-DISCLOSURE AGREEMENT

### CARLN/SERV/17-009-S

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

#### RECITALS

**WHEREAS**, the Grantee has been awarded a contract (the “Grant”) following the solicitation for **FORSTER YOUTH EMPLOYMENT PROGRAM**, Solicitation #**CARLN/SERV/17-009-S**; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the Grantee in connection with the Grant, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the Grantee views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Grant.
2. Grantee shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the Grant. Grantee shall limit access to the Confidential Information to the Grantee’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Grant and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Grantee’s Personnel are attached hereto and made a part hereof as **ATTACHMENT F-1**. Grantee shall update **ATTACHMENT F-1** by adding additional names (whether Grantee’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Grantee intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Grantee’s performance of the Grant or who will otherwise have a role in performing any aspect of the Grant, the Grantee shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Grantee hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and

to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Grantee shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Grantee's Personnel or the Grantee's former Personnel. Grantee shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Grantee shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Grant.
7. A breach of this Agreement by the Grantee or by the Grantee's Personnel shall constitute a breach of the Grant between the Grantee and the State.
8. Grantee acknowledges that any failure by the Grantee or the Grantee's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Grantee agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Grantee consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Grantee and the Grantee's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Grantee or any of the Grantee's Personnel to comply with the requirements of this Agreement, the Grantee shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. Grantee and each of the Grantee's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Grantee shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the Grantee under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
  - f. The Recitals are not merely prefatory but are an integral part hereof; and
  - g. The effective date of this Agreement shall be the same as the effective date of the Grant entered into by the parties.

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

Grantee:: TYPE GRANTEE'S LEGAL NAME

Department of Human Resources

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

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

Printed Name: TYPE REP'S NAME HERE

Printed Name: \_\_\_\_\_

Title: TYPE REP'S TITLE HERE

Title: \_\_\_\_\_

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

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



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

**CARLN/SERV/17-009-S**

**CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION**

I AFFIRM THAT:

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

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

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

NAME OF GRANTEE: TYPE GRANTEE LEGAL NAME

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

(Signature)

TITLE: TYPE REP'S TITLE HERE

(Authorized Representative and Affiant)

**ATTACHMENT G – SAMPLE MONTHLY INDIVIDUAL ASSESSMENT PROGRESS REVIEW**

**CARLN/SERV/17-009-S**

**Monthly Individual Assessment and Progress Review**

**Youth:** [Click here to enter full name.](#)     
**Date Review Completed:** [Click here to enter a date.](#)  
**Program/Tier 1 Enrollment Date:** [Click here to enter a date.](#)  
**Tier 2 Enrollment Date:** [Click here to enter a date.](#)   
**Tier 3 Enrollment Date:** [Click here to enter a date.](#)

**TIER 1**

Tasks	Date Completed	Youth Initials
<input type="checkbox"/> Orientation – workplace ethics and responsibility	<a href="#">Click here to enter a date.</a>	_____
<input type="checkbox"/> Orientation - problem-solving and conflict resolution	<a href="#">Click here to enter a date.</a>	_____
<input type="checkbox"/> Orientation - resume building	<a href="#">Click here to enter a date.</a>	_____
<input type="checkbox"/> Orientation - interview skills	<a href="#">Click here to enter a date.</a>	_____
<input type="checkbox"/> Complete career assessment and review	<a href="#">Click here to enter a date.</a>	_____
<input type="checkbox"/> Research career interests	<a href="#">Click here to enter a date.</a>	_____
<input type="checkbox"/> Create shadowing opportunities matched with youth's interests	<a href="#">Click here to enter a date.</a>	_____
<input type="checkbox"/> Identify job opportunities in alignment with interests and abilities	<a href="#">Click here to enter a date.</a>	_____
<input type="checkbox"/> Develop Individualized Work Plan (attach plan)	<a href="#">Click here to enter a date.</a>	_____
<input type="checkbox"/> Attend Family Involvement Meetings as scheduled	<a href="#">Click here to enter a date.</a>	_____
<input type="checkbox"/> Communicate back to youth's team with status	<a href="#">Click here to enter a date.</a>	_____
<input type="checkbox"/> Confirm checking account	<a href="#">Click here to enter a date.</a>	_____
<input type="checkbox"/> Address perceived barriers to employment (e.g. owning appropriate attire, transportation)	<a href="#">Click here to enter a date.</a>	_____

**TIER 2**

Pre-Employment Tasks	Date Completed	Youth Initials
<input type="checkbox"/> Complete Interviews		
Interviewed at: <a href="#">Click here to enter employer.</a>	<a href="#">Click here to enter a date.</a>	_____
Interviewed at: <a href="#">Click here to enter employer.</a>	<a href="#">Click here to enter a date.</a>	_____
Interviewed at: <a href="#">Click here to enter employer.</a>	<a href="#">Click here to enter a date.</a>	_____
Interviewed at: <a href="#">Click here to enter employer.</a>	<a href="#">Click here to enter a date.</a>	_____
<input type="checkbox"/> Grow resume and portfolio	<a href="#">Click here to enter a date.</a>	_____

**Employment Information**

Employer:	<a href="#">Click here to enter text.</a>
Hire Date:	<a href="#">Click here to enter a date.</a>
Hours per Week:	<a href="#">Click here to enter number.</a>
On-Site Job Mentor:	<a href="#">Click here to enter name.</a>
Vendor Job Coach:	<a href="#">Click here to enter name.</a>

## Monthly Individual Assessment and Progress Review

### Post-Employment Tasks

Recurring Tasks – Weekly	Date Last Completed	Youth Initials																
<input type="checkbox"/> Check-in with employer-based job mentor with a minimum of phone contact for progress (complete log) <ul style="list-style-type: none"> <li>• Review timesheets and any attendance concerns</li> </ul>	Click here to enter a date.	_____																
<input type="checkbox"/> Check-in to with youth to address barriers and celebrate success (complete log) <ul style="list-style-type: none"> <li>• Job satisfaction</li> <li>• Money management</li> <li>• Brainstorm any barriers (transportation, dress, personal conflict)</li> </ul>	Click here to enter a date.	_____																
<input type="checkbox"/> Communicate back to youth’s team with status  <b>Additional Tasks</b>	Click here to enter a date.	_____																
<input type="checkbox"/> On-the-job observation evaluation  <input type="checkbox"/> Attend Family Involvement Meetings as scheduled  <input type="checkbox"/> Enhance employability skills and career connections (list trainings, workshops, Individual sessions, group work attended below)	Click here to enter a date.	_____																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Event</th> <th style="width: 50%;">Date Attended</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">Click here to enter event name.</td><td style="text-align: center;">Click here to enter a date.</td></tr> <tr><td style="text-align: center;">Click here to enter event name.</td><td style="text-align: center;">Click here to enter a date.</td></tr> <tr><td style="text-align: center;">Click here to enter event name.</td><td style="text-align: center;">Click here to enter a date.</td></tr> <tr><td style="text-align: center;">Click here to enter event name.</td><td style="text-align: center;">Click here to enter a date.</td></tr> <tr><td style="text-align: center;">Click here to enter event name.</td><td style="text-align: center;">Click here to enter a date.</td></tr> <tr><td style="text-align: center;">Click here to enter event name.</td><td style="text-align: center;">Click here to enter a date.</td></tr> <tr><td style="text-align: center;">Click here to enter event name.</td><td style="text-align: center;">Click here to enter a date.</td></tr> </tbody> </table>			Event	Date Attended	Click here to enter event name.	Click here to enter a date.	Click here to enter event name.	Click here to enter a date.	Click here to enter event name.	Click here to enter a date.	Click here to enter event name.	Click here to enter a date.	Click here to enter event name.	Click here to enter a date.	Click here to enter event name.	Click here to enter a date.	Click here to enter event name.	Click here to enter a date.
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Click here to enter event name.	Click here to enter a date.																	

### TIER 3

Tasks	Date Completed	Youth Initials
<input type="checkbox"/> Transition to payroll of current employer If not possible, Reason: Click here to enter text. <ul style="list-style-type: none"> <li><input type="checkbox"/> Identify new placement opportunities with no subsidy</li> </ul>	Click here to enter a date.	_____
<input type="checkbox"/> Negotiate hours and increase for youth who desire full-time employment  <input type="checkbox"/> Transition Individualized Work Plan to career	Click here to enter a date.	_____

## Monthly Individual Assessment and Progress Review

goals and on-going support needs	
<input type="checkbox"/> Attend Family Involvement Meetings as scheduled	Click here to enter a date. _____
<input type="checkbox"/> Communicate back to youth's team with status	Click here to enter a date. _____

\_\_\_\_\_  
Youth Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Coach Signature

\_\_\_\_\_  
Date

## Monthly Individual Assessment and Progress Review

### Employer Check-in Log

Contact Date	Narrative Summary of Contact
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.

## Monthly Individual Assessment and Progress Review

### Youth Check-in Log

Contact Date	Narrative Summary of Contact
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
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**ATTACHMENT H – SAMPLE QUARTERLY PROGRESS REVIEW**

**CARLN/SERV/17-009-S**

**Objective 1: Manage implementation of the year round youth employment program**

Tasks	Progress Made & Current Status
<p><b>1A.</b> Maintain employment of a program coordinator and a job coach with weekend availability to assist with the program implementation.</p>	
<p><b>1B.</b> Develop working relationships with employers and others providing work experience opportunities, job-shadowing, internships, apprenticeships, or other career development opportunities who are willing to invest in transitional-age youth living within the Maryland Mid-Shore Region.</p>	
<p><b>1C.</b> Maintain a list of employment sites for youth with worksite mentors in placements across the Maryland Mid-Shore Region.</p>	
<p><b>1D.</b> Provide a comprehensive quarterly progress report on all youth and quarterly billing based on youths’ levels of service.</p>	
<p><b>1E.</b> Provide information and guidance on career planning and preparation to DSS staff, resource parents, and mentors, and attend Family Involvement Meetings (FIMS) and case staffing to work with LDSS staff to identify opportunities for educational or career advocacy aligned with the youth’s unique strengths as well as team barriers that may impact work placement or career development.</p>	
<p><b>1F.</b> Fully cooperate with the University of Maryland, School of Social Work for evaluation of the program.</p>	

## Objective 2: Provide job coaching and mentoring

Tasks	Progress Made & Current Status
<p><b>3A.</b> Administer career readiness and interest assessments to identify youth's career goals and review assessments with youth to develop a career path.</p>	
<p><b>3B.</b> Provide job-sampling as well as vocational site visit opportunities and other educational experiences to support the youth's strengths and goals to ensure sustained success beyond the program.</p>	
<p><b>3C.</b> Assist youth with development of a functional resume and work portfolio and how to conduct a job search.</p>	
<p><b>3D.</b> Identify job placements with a potential for permanent employment for each youth based on youth's career interests that will further the youth's career goals and ensure success beyond the program.</p>	
<p><b>3E.</b> Provide job coaching to build work readiness skills, develop career goals provide career instruction and address identified barriers that may impact educational and/or career success.</p>	
<p><b>3F.</b> Serve as a liaison between youth and employer and provide work placement support as needed to assist with employment retention.</p>	
<p><b>3G.</b> Administer a pre and post assessment for each youth as they enter and exit the program, and provide monthly progress reports for each youth on youth status on workplace behavior, dress code, employee-employer relations and plans for the coming month.</p>	

**Objective 3: Provide 20-hour per week subsidized employment opportunities for qualified youth through the year in a three level approach with the final goal that the youth enter into a competitive and sustained position that matches their interests, skills, and goals at the completion of the program.**

Tasks	Progress Made & Current Status
<p><b>2A.</b> Provide Orientation (Level 1) - Education and orientation to prepare youth for work, and placements with job shadowing for those youth in need of higher levels of supervision, to last between 2 and 6 weeks. The first week will provide work readiness orientation on workplace ethics and responsibility, problem-solving and conflict resolution, resume building, interview skills, and a career assessment with shadowing for interest and skills identified, and will be modified as needed to meet the individualized needs of each youth.</p>	
<p><b>2B.</b> Provide Individual Placement (Level 2) - Placement for youth in a position that requires a lower level of supervision, in which job coach will do on-site observations of the youth but does not provide continuous supervision. The job coach will establish a work-based mentor at the selected site and provide a minimum of weekly check-ins with the youth as well as their employer to track progress and address barriers to ensure both youth and employer satisfaction and that the employer is willing to take the youth on as an employee at the end of the program.</p>	
<p><b>2C.</b> Provide Transition (Level 3) - The final level of the program, in which the job coach will help the youth sustain their current placement independent from the year-round employment program or find and transition to permanent placement.</p>	

## ATTACHMENT I - FEDERAL FUNDS ATTACHMENT

### CARLN/SERV/17-009-S

#### 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) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$300,000 or more (*\$500,000 for fiscal years ending after December 31, 2003*) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OMB) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the State’s Project Manager.
  - B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
  - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

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

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

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Grant Compliance

Programs may direct to enforce such provisions, including action for non-compliance.

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

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

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

CARLN/SERV/17-009-S

**CERTIFICATION REGARDING LOBBYING**

**Certification for Grants, Grants, Loans, and Cooperative Agreements**

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

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

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

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

ATTACHMENT I-2

**CARLN/SERV/17-009-S  
DISCLOSURE OF LOBBYING ACTIVITIES**

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

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. Grant</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><b>2. Status of Federal Action:</b></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><b>3. Report Type:</b></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><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime    <input type="checkbox"/> Subawardee    Tier _____, if known:</p> <p>Congressional District, <i>if known</i>:</p>	<p><b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, <i>if known</i>:</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, <i>if applicable</i>:</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b> (<i>if individual, last name, first name, MI</i>):</p>	<p><b>b. Individuals Performing Services</b> (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):</p>	
<p><b>11. Amount of Payment</b> (<i>check all that apply</i>)</p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment</b> (<i>check all that apply</i>)</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><b>12. Form of Payment</b> (<i>check all that apply</i>)</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b></p>		

(attach Continuation Sheet(s) SF-LLLA, if necessary)

**15. Continuation Sheet(s) SF-LLLA attached:**

Yes

No

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

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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Standard Form LLL  
(Rev. 7-97)

## **INSTRUCTIONS FOR COMPLETION OF SELF-DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-Grantee 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-Grant recipient. Identify the tier of the sub-Grantee, e.g., the first sub-Grantee 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-Grantee," 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 Grant Proposal (RFGP) 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., "RFGP-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.

**CARLN/SERV/17-009-S**

**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.

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Signature of Authorized Certifying Individual