

***Subcontractor Project Participation
Statement***

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ (*Prime Contractor Name*) is awarded the State contract in conjunction with Agency Control No. _____, it and _____ (*Subcontractor Name*), MDOT Certification No. _____, intend to enter into a contractual agreement by which Subcontractor shall:
(describe work)

No bonds are required of Subcontractor

The following amount and type of bonds are required of Subcontractor:

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title

By: _____
Name, Title

Date

Date

**MARYLAND DEPARTMENT OF HUMAN RESOURCES
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

**Prime Contractor Unpaid MBE Invoice Report
To be Completed Monthly by Prime Contractor**

Report Month/Year: ____ (Report due by 15th of following month) Contract No.: ____

Prime Contractor Name		
Contact Person:		
Address:		
City:	State:	Zip:
Phone:	Fax:	

Subcontractor Name:		
Contact Person:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
Subcontractor Services Provided:		
List any unpaid invoices over 30 days old received from this vendor and reason for non-payment:		
1.		
2.		
3.		
Total Amount Unpaid \$:		

PLEASE COMPLETE A SEPARATE REPORT FOR EACH SUBCONTRACTOR PARTICIPATING IN THIS CONTRACT

Return one (1) copy of this form to the DHR
Contract Monitor and one (1) copy to the following
Address:

MBE Liaison Department of Human Resources
311 West Saratoga Street, 1st Floor
Baltimore, MD 21201

OFFICIAL USE ONLY

Contract No.
Contracting Unit
Contract Amount
MBE Subcontract Amount
Contract Begin Date
Contract End Date

Signature

Date

Title

**MARYLAND DEPARTMENT OF HUMAN RESOURCES
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

**Subcontractor Payment Report
To be Completed Monthly by MBE Subcontractor**

Report Month/Year: ____ (Report due by 15th of following month) Contract No.: ____

MBE Subcontractor Name:		
Contact Person:	MDOT Cert. #:	Fed ID #:
Address		
City:	State:	Zip:
Phone:	Fax:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during the reporting month	List dates and amounts of any outstanding invoices	
1.	1.	
2.	2.	
3.	3.	
Total Payments \$:	Total Unpaid \$:	

Prime Contractor Name:		
Contact Person:		
Address:		
City:	State:	Zip:
Phone:	Fax:	

Return one (1) copy of this form to the DHR Contract Monitor and one (1) copy to the following Address:

MBE Liaison Department of Human Resources
311 West Saratoga Street, 1st Floor
Baltimore, MD 21201

<u>OFFICIAL USE ONLY</u>
Contract No.
Contracting Unit
Contract Amount
MBE Subcontract Amount
Contract Begin Date
Contract End Date

Signature

Date

Title

DEPARTMENT OF HUMAN RESOURCES
WAIVER REQUEST FORM

PLEASE FORWARD THIS INFORMATION WITH NECESSARY ATTACHMENTS TO:

MBE ADMINISTRATOR
311 WEST SARATOGA STREET, BALTIMORE MD 21201

RFP# TITLE: _____

ADMINISTRATION/AGENCY: _____

PROCUREMENT/PROJECT OFFICER: _____

TELEPHONE NUMBER: _____

E-MAIL: _____

MBE SUBCONTRACT GOAL: _____

WAIVER DOLLAR AMOUNT REQUESTED: _____

WAIVER PERCENTAGE REQUESTED: _____

REASON FOR WAIVER REQUEST (USE ADDITIONAL PAGES IF NECESSARY):

ATTACH THE FOLLOWING DOCUMENTATION: CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT, PRIME CONTRACTOR OUTREACH STATEMENT, MBE PARTICIPATION SCHEDULE, MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE, FINANCIAL STATEMENTS OF PRIME CONTRACTOR, ADDITIONAL SUPPORTING DOCUMENTATION NOT LISTED ABOVE.

REVIEW TEAM RECOMMENDATION AND COMMENTS

___ APPROVED AS SUBMITTED

___ APPROVED WITH RECOMMENDED CHANGED (SEE COMMENTS)

___ DENIED (SEE COMMENTS)

___ OTHER (SEE COMMENTS)

COMMENTS:

OEPE MBE LIAISON: _____ DATE: _____

OFFICE OF ATTORNEY GENERAL: _____ DATE: _____

PROCUREMENT DIRECTOR: _____ DATE: _____

FINAL AUTHORITY

OFFICE OF THE SECRETARY: _____ DATE: _____

**MARYLAND DEPARTMENT OF HUMAN RESOURCES
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE**

SECTION I (TO BE COMPLETED BY PRIME CONTRACTOR)

I HEREBY CERTIFY THAT _____
(Name of Contractor)
CONTACTED _____ MDOT CERT # _____
(Name of MBE Subcontractor)
_____ ON _____
(Complete Address of MBE Subcontractor) (Date)

TYPE OF WORK/SERVICE REQUESTED:

To the best of my knowledge and belief, said Minority Business Enterprise is either unavailable to perform the work/services requested in relation to this contract or is unable to prepare a bid/quote for the following reason(s):

SIGNATURE OF PERSON COMPLETING THIS FORM: _____

PRINTED NAME _____ DATE _____

SECTION II (TO BE COMPLETED BY CERTIFIED MINORITY BUSINESS ENTERPRISE)

IT IS HEREBY CERTIFIED THAT _____ MDOT CERT # _____
(Name of Certified MBE Subcontractor)

(Complete Address of Certified MBE Subcontractor)

WAS OFFERED THE OPPORTUNITY TO BID/PREPARE A QUOTE ON THE ABOVE REFERENCED CONTRACT. THE ABOVE STATEMENT(S) ARE TRUE AND ACCURATE ACCOUNTS OF WHY A BID OR QUOTE WAS NOT SUBMITTED ON THIS CONTRACT.

SIGNATURE OF PERSON REPRESENTING THE MBE: _____

PRINTED NAME _____ DATE _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

RETURN THIS FORM TO: **DONNA FOSTER, MBE LIAISON
DEPARTMENT OF HUMAN RESOURCES, OFFICE OF EMPLOYMENT AND PROGRAM EQUITY
1st Floor, 311 W. SARATOGA STREET, BALTIMORE, MD 21201-3521**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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 For 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 document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

Typed Name

Title

Signature

Date

Agency / Organization

ATTACHMENT P

**GOVERNOR'S OFFICE OF MINORITY AFFAIRS
MINORITY MANAGED NON-PROFIT AFFIRMATION FORM
HUMAN SERVICE INDUSTRY**

Nonprofit entity must be 51 % owned and controlled by one or more person(s) from the following minority categories:

African Americans (not of Hispanic origin)

American Indians

Asians

Hispanics

Physically or Mentally Disabled

Women

1. Company Name: _____

2. Mailing Address: _____

3. Company Contact Person: _____

Title: _____

Phone Number: _____

4. Nature of Non-Profit Activity

5. List the names of key management staff and indicate minority status:

Key Management Staff

Minority (Yes/No)

Yes No

Yes No

Yes No

Yes No

6. List current Board of Directors and minority status:

<u>Name(s)</u>	<u>Minority (Yes/No)</u>
_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

7. List Product(s) and/or Service(s) (BE SPECIFIC AND DESCRIBE FUNCTIONS):

8. Is this organization an affiliate or subsidiary of another organization or business?

Yes, Explain: No

9. Has your firm applied for Minority Certification with the State through the Maryland Department of Transportation (MDOT) as a non-profit entity?

Yes, Date: _____ No

If yes, what is the status?

Pending: Denied: Date of MDOT Denial: _____

I HEREBY AFFIRM THAT:

I am the (*Title*) _____ and duly authorized representative of (*Company Name*) _____ a non-profit minority controlled and managed company.

Signature

Date

The undersigned officer personally appeared _____, known to be the person described in the foregoing affirmation and acknowledged that He/She executed the same capacity therein stated for the purposes therein contained and that the

statements contained therein are true and correct. IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Notary Public

SEAL

My Commission Expires on _____

**MARYLAND
DEPARTMENT OF HUMAN RESOURCES
HIRING AGREEMENT**

This agreement (“Agreement”) is made and entered into by and between the Maryland Department of Human Resources (hereinafter referred to as DHR) and _____ (hereinafter referred to as the CONTRACTOR). This “Agreement” has been developed pursuant to Section 13-224, State Finance and Procurement Article, Annotated Code of Maryland. This “Agreement” will be carried out by DHR and the Local Department (s) of Social Services (hereinafter referred to as the LOCAL DEPARTMENT) and the CONTRACTOR cognizant in support of contract number _____ (“Procurement Contract”).

WITNESSETH:

WHEREAS, the CONTRACTOR, DHR, and the LOCAL DEPARTMENT, when appropriate, have met and reviewed an inventory of job openings that exists or the CONTRACTOR is likely to fill during the term of the “Procurement Contract” at its various locations in the State of Maryland;

WHEREAS, the CONTRACTOR, DHR and the LOCAL DEPARTMENT, when appropriate, have met and reviewed the job descriptions, locations, and skill requirements for those positions;

WHEREAS, DHR and the LOCAL DEPARTMENT, when appropriate have identified and discussed with the CONTRACTOR the following services that DHR and the LOCAL DEPARTMENT can provide to the CONTRACTOR for its Workforce related needs:

Medicaid coverage for the employee and the employee’s dependents for up to one year after placement in the job;

Maryland Children’s Health Program (MCHP) medical coverage for the employee’s dependents after one year of employment for as long as eligibility is met;

Food Stamps for the employee and the employee’s dependents for as long as eligibility requirements are met;

Child Care subsidies for the employee’s dependents for up to one year after employment as long as eligibility requirements are met;

Transportation subsidies for the employee for a period of time after employment;

Other Retention services including counseling on an as needed basis; and

Assistance with claiming tax credits for having hired Temporary Cash Assistance customers;

NOW THEREFORE, the CONTRACTOR and DHR agree to work cooperatively to develop responses to the workforce development requirements faced by the CONTRACTOR in the State of Maryland and to promote the hiring of DHR Temporary Cash Assistance customers by the CONTRACTOR.

Specifically, they agree as follows:

A. That the CONTRACTOR will:

1. Notify DHR of all job openings that exists or result from the "Procurement Contract" that the CONTRACTOR may have with an agency of the State of Maryland;
2. Declare DHR and the LOCAL DEPARTMENT the "first source" in identifying and hiring candidates for those openings;
3. Work with DHR and the LOCAL DEPARTMENT, as necessary and appropriate, to develop customized training programs which enable Temporary Cash Assistance customers to qualify for and secure the jobs;
4. Give preference and first consideration (to the extent permitted by law and given any existent labor agreements) to candidates the LOCAL DEPARTMENT refers, within three (3) working days to fill job openings, provided the candidates meet the qualifications specified;
5. Agree to consider filling a minimum of _____ of the job openings with LOCAL DEPARTMENT referred candidates, provided that the LOCAL DEPARTMENT refers qualified candidates within three (3) working days;
6. Provide the LOCAL DEPARTMENT with feedback regarding the disposition of all LOCAL DEPARTMENT referrals, to include an explanation of why any such candidate was not hired or considered qualified;
7. Provide the LOCAL DEPARTMENT with feedback regarding the progress and employment status of those candidates who are hired; and
8. Designate a specific contact person who will:

provide additional information regarding first source" jobs and clarify their requirements,

receive LOCAL DEPARTMENT referrals, and provide feedback to a LOCAL DEPARTMENT account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those candidates hired by the CONTRACTOR.

B. That DHR and the LOCAL DEPARTMENT will designate account representatives who will:

1. Process all the CONTRACTOR'S job notices in accordance with this "Agreement";
2. Refer screened and qualified candidates to the CONTRACTOR'S designated contact person;
3. Make referral in a timely manner, that is, within three (3) working days after receiving the CONTRACTOR'S job opening notices;
4. Assist in the development of any mutually agreed upon customized training and/or internship programs that will better prepare LOCAL DEPARTMENT candidates for employment with the CONTRACTOR;
5. Provide follow-up and post hire transitional/supportive services, (e.g. Medicaid, MCHP, Food Stamps, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate;
6. Insure that the CONTRACTOR is advised of available subsidies and is assisted with the associated application/claiming processes; and
7. Report the CONTRACTOR to the cognizant State Procurement Agency if the CONTRACTOR does not fulfill its responsibilities as listed in Section A. of this "Agreement";
8. Review and evaluate the effectiveness of this undertaking with the CONTRACTOR and make modifications as necessary and appropriate.

DISCLAIMERS:

Nothing in this "Agreement" shall cause the CONTRACTOR, except as explicitly provided in Section A above, to alter existing hiring practices or to hire an individual into a position for which he/she is not qualified.

NON-DISCRIMINATION:

DHR and the CONTRACTOR agree that there shall be no discrimination against any employee or candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, disability or any other factor specified in Title VI of the

Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent federal and State laws regarding discrimination.

MARYLAND LAW PREVAILS

The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws and regulations of the State of Maryland, including approval of the Board of Public Works where appropriate.

EFFECTIVE DATE:

This "Agreement" shall take effect on the date of the aforementioned "Procurement Contract"; and it shall remain in effect for the duration of the "Procurement Contract".

IN WITNESS, WHEREOF, the CONTRACTOR and DHR have affixed their signatures below:

**FOR THE
CONTRACTOR:**

**FOR THE
DEPARTMENT OF HUMAN
RESOURCES:**

SIGNATURE

SIGNATURE

Type Title Here
TITLE

Type Title Here
TITLE

DATE

DATE

**Approved as to form and Legal Sufficiency by the
DHR Attorney General's Office**