

**STATE OF MARYLAND**  
**NOTICE TO VENDORS/CONTRACTORS**

To help us improve the quality of State solicitations, and make our procurement process more responsive and “business friendly”, we ask that you take a few minutes to complete this form. Please return your comments via fax or email to the Issuing Office (Section 1.2) with your bid, proposal or “no bid”, as the case may be. Thank you for your assistance.

Bid/Proposal Number SSA/KC 09-001-S entitled Kinship Care Resource Center

I. If you are not bidding, please indicate why:

- Other commitments preclude our participation at this time.
- The subject of the Contract is not in our business line.
- We lack experience in the work / commodities required.
- The scope of work is beyond our current capacity.
- We cannot be competitive. (Please explain below.)
- The specifications are either unclear or too restrictive. (Please explain below.)
- Bid / proposal requirements, other than the specifications, are unreasonable or too risky. (Please explain below.)
- Time for completion is insufficient.
- Bonding/Insurance requirements are prohibitive. (Please explain below.)
- Doing business with Government is simply too complicated.
- Prior experience with State of Maryland Contracts was unprofitable or otherwise unsatisfactory. (Please explain in Remarks section.
- Other: \_\_\_\_\_

II. Please explain your response further, offer suggestions, or express concerns. (Use the back for additional information.)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTIONAL  
Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Contact : \_\_\_\_\_ Phone: \_\_\_\_\_  
Address or email \_\_\_\_\_

**THANK YOU!!!**

**ADPICS NUMBER N00R9201194**

**STATE OF MARYLAND  
Department of Human Resources (DHR)  
Social Services Administration  
311 West Saratoga Street  
Baltimore MD 21201-3521**

**REQUEST FOR PROPOSALS (RFP)  
FOR  
KINSHIP CARE RESOURCE CENTER**

**DHR AGENCY CONTROL NUMBER: SSA/KC 09-001-S**

**FINAL COPY**

**IMPORTANT NOTICE:** *Prospective Offerors who have received this document electronically via eMaryland Marketplace or the DHR Web Page should immediately contact the Issuing Office and provide their name, mailing address, and e-mail address in order that communications regarding this RFP can be sent to them. Any prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.*

*In order to receive a contract award, a vendor must be registered on eMaryland Marketplace (eMM). The eMM website is [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).*

**The State of Maryland encourages Minority Business Enterprises to participate in this procurement process.**

**Issue Date: June 15, 2009**

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## SECTION I. OBJECTIVE OF REQUEST FOR PROPOSALS

### 1.1 Summary Statement

The Department of Human Resources (DHR), Social Services Administration (SSA), intends to acquire a qualified Contractor to manage a Kinship Care Resource Center in the State of Maryland. The Resource Center will provide information and referrals as well as supportive services to both formal and informal kinship care providers throughout Maryland.

It is anticipated that only one contract will be awarded as the result of this RFP. The Contract resulting from this RFP shall be for an initial period of two (2) years beginning on or **about September 1, 2009 through August 31, 2011**. In addition, there will be one (1) one-year renewal option which may be exercised at the sole discretion of the State.

### 1.2 Issuing Office

The sole point of contact in the State for purposes of this RFP is the issuing office presented below:

Elsa Singleton, Procurement Officer  
Department of Human Resources  
311 W. Saratoga Street, Rm. 946  
Baltimore Maryland 21201  
Phone: (410) 767- 7525  
Fax: (410) 333- 0258  
E-Mail: [esinglet@dhr.state.md.us](mailto:esinglet@dhr.state.md.us)

### 1.3 Pre-Proposal Conference

A Pre-Proposal Conference will be held on **June 30, 2009** beginning at 10:00 a.m. in Room 104 of the Department of Human Resources, 311 West Saratoga St., Baltimore, Maryland 21201.

Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their Proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 4:00 PM on **June 23, 2009**, all potential Offerors planning to attend call Elsa Singleton at (410) 767- 7525 with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, DHR will make reasonable efforts to provide such special accommodation.

The Conference will be transcribed. As promptly as is feasible subsequent to the Conference, a copy of the transcript of the Pre-Proposal Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be made available to all prospective Offerors known to have received the RFP, free of charge, via *eMaryland Marketplace* and the DHR web page, [www.dhr.state.md.us](http://www.dhr.state.md.us).

#### **1.4 Questions and Inquiries**

Written questions from prospective Offerors will be accepted by the Procurement Officer (ref. Section 1.2) prior to the Pre-Proposal Conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the Pre-Proposal Conference. Additional questions, both written and oral, will be accepted from the prospective Offerors attending the Pre-Proposal Conference and will be answered at this conference or in a subsequent transmittal. (No substantive question will be answered prior to the Pre-Proposal Conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Answers to all substantive questions that have not previously been answered, will be distributed to all vendors who are known to have received the RFP.

**Should a potential Offeror identify alleged ambiguities in the specifications or Contract provisions included in the RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential Offeror must request clarification from the Procurement Officer prior to the Proposal due date.**

#### **1.5 Closing Date**

An original, to be so identified, and five (5) copies of the Technical Proposal and Financial Proposal (See Section IV) must arrive to the Procurement Officer (ref. Section 1.2) by **4:00 p.m., July 13, 2009** in order to be considered. Offerors mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer. Proposals or unsolicited amendments to Proposals arriving after the closing time and date will not be considered.

#### **1.6 Duration of Proposal Offer**

The content of this RFP and the Proposal of the successful Offeror or Offerors will be included by reference in any resulting Contract. All prices, costs, terms and conditions in the Proposal shall remain fixed and valid for 120 days after the closing date for receipt of Proposals or the date Best and Final offers if any, are submitted. This period may be extended by written mutual agreement between the Offeror and the requesting State organization.

#### **1.7 State Project Manager**

The State Project Manager for this Contract is:

**Pamela Miller, Project Manager  
Social Services Administration, 5<sup>th</sup> Floor  
311 West Saratoga Street  
Baltimore, Maryland 21201  
Telephone: 410-767-7171  
Fax: 410-333-0127  
E-Mail: [pmiller@dhr.state.md.us](mailto:pmiller@dhr.state.md.us)**

This person will serve as the sole point of contact for the Contractor in regards to the Contract(s) resulting from this RFP.

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## **1.8 Glossary Of Terms**

### **Abandoned**

The identity of the child's parents is unknown and no one has claimed to be the child's parents within 30 days of the alleged abandonment of the child.

### **Abuse**

The physical or mental injury of a child under circumstances that indicate that the child's health or welfare is harmed or at substantial risk of being harmed by: a parent or other individual who has permanent or temporary care or custody or responsibility of supervision of a child; or any household or family member under circumstances that indicate that the child's health or welfare is harmed or at substantial risk of being harmed.

### **Award**

The transmission by the procurement agency, after all required approvals have been obtained: of (a) the executed contract; or (b) written notice of award to the successful Offeror(s). (COMAR 21.01.02.01 B(8)).

### **Board of Public Works (BPW or Board)**

Consists of the Governor, the State Treasurer and the State Comptroller. The Board must approve all State Contracts where the dollar amount is \$200,000.00 or greater.

### **Caretaker Relative**

A parent or other person related by blood, marriage, or adoption living with and caring for a minor child".

### **Child**

An individual younger than 18 years old, or between 18 and 21 years old if the court retains jurisdiction over the child

### **Child in Need of Assistance (CINA)**

A child who requires court intervention because the child has been abused, neglected and the child's parent or parents, guardian, or custodian are unable or unwilling to give proper care and attention to the child and the child's needs.

### **Code of Maryland Regulations (COMAR)**

Published by the Maryland Secretary of State, Division of State Documents for implementing State law. Title 21 governs State procurement procedures. Title 07 governs all programs under the Department of Human Resources.

### **Contract**

The agreement entered into by the procurement agency resulting from this solicitation.

### **Custody/Custodian**

Person appointed by a juvenile court to act on behalf of the children in order to provide for their care. Any power given to a custodian necessarily limits the rights of parents to control their

child's care. A custodian, typically, has a duty to care for and protect the child and a responsibility to make ordinary medical and educational decisions. A custodian maintains physical custody and can make only ordinary decisions, subject to the residual rights of the parent and/or legal guardian.

### **Department of Human Resources (DHR or Department)**

As Maryland's fourth largest State agency, the Department serves families and individuals who, due to hardship, disability, age, chronic disease, or any other cause, need help in obtaining the basic necessities of food and shelter. Children in particular are the concern of day care, foster care, adoption and protective services that also extend to vulnerable adults. DHR directs State programs for homeless persons, migrant workers, victims of crime and women who are displaced, battered or assaulted. The Department also administers federally funded programs such as Child Support, Family Investment, Food Stamps and Medical Assistance.

### **Formal Kinship Care**

A child who is committed to a Local Department of Social Services and placed with a relative caregiver.

### **Guardianship**

Court ordered authority granted to an agency (or individual) to plan for and/or care for another in place of parents. Guardians have a legal duty to care for and protect children in their care. They can make decisions for the child's parents. The appointment of a guardian does not require termination of parental rights, and parents retain the duty to support and, where appropriate, the right to visitation.

### **Kinship Care**

A formal or informal kinship caregiver who provides continuous 24-hour a day care and supportive services for a minor child.

### **Kinship Caregiver**

An individual who provides continuous 24-hour a day care and supportive services for a minor child.

### **Informal Kinship Care**

A child placed with a relative as a result of arrangements with the child's parent(s) without the involvement of child welfare services from a local department of social service.

### **Local Department of Social Services (LDSS or DSS or Local Department)**

The Department of Human Resources (DHR) administers all major social services programs in Maryland through the local Departments of Social Services in the 24 jurisdictions (counties), including the Baltimore City Department of Social Services and the Montgomery County Department of Health and Human Services.

### **Maryland Minority Business Enterprise (MBE)**

The State of Maryland instituted the Minority Business Enterprise Program (MBE) in 1978. The MBE Program is, by State law, a procurement provision of Title 21 of the State Procurement Regulations, which authorizes all State agencies to attempt to achieve 25% participation on all

procurements and contracting activity with MBE vendors that have been certified by the Maryland State Department of Transportation (MDOT).

**Notice to Proceed (NTP)**

Written notification to the Contractor to proceed on a specific date, to begin Kinship Care service delivery Statewide.

**Out-of-Home Placement**

The placement of a child into foster care, kinship care, group care, or residential treatment care.

**Permanency Plan**

A plan specifying where and with whom the child shall live, and the proposed legal relationship between the child and the permanent caretaker or caretakers.

**Proposal**

The Offeror(s) Technical and Financial Proposal submitted in response to this solicitation.

**Recommendation of Contract Award**

A notice from the procurement officer to the selected Offeror(s) of the intent by the procuring agency to award the contract pending obtaining all required State approvals (either DPW or the BPW).

**Request for Proposals (RFP)**

Any document, whether attached or incorporated by reference, used for soliciting proposals from Offerors under any method allowed under Title 21 State Procurement Regulations excluding competitive sealed bidding and comparable small procurement methods. COMAR 21.01.02.01B(25).

**Restricted Foster Home**

A family foster home approved to serve only a specific child according to COMAR 07.02.11.03.

**Supportive Services**

The services provided to facilitate achievement of the child's permanency plan and to support the kinship caregiver in providing continuous 24-hour a day care for a minor child.

**State/Statewide**

Refers to the State of Maryland.

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**SECTION II. GENERAL INFORMATION**

## 2.1 Purpose

The overall purpose of this RFP is to provide information to Offerors interested in preparing and submitting Proposals to meet the requirements for contractual services described herein.

## 2.2 Revisions to the RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required from all Offerors receiving the RFP in the Transmittal Letter accompanying the Proposal. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such amendment.

## 2.3 Cancellation of the RFP

The State may cancel this RFP, in whole or in part, whenever this action is determined to be fiscally advantageous to the State or otherwise in the State's best interest. If the RFP is canceled, a notice of cancellation will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP.

## 2.4 Acceptance of Proposal and Terms and Conditions

The State reserves the right to accept or reject any and all Proposals, in whole or in part, received in response to this RFP, or to waive or permit cure of minor irregularities to serve the best interests of the State of Maryland.

By submitting a Proposal in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its Proposal as an attachment to the transmittal letter as required in Section 4.1. **A Proposal that takes exception to these terms may be rejected.**

## 2.5 Additional Information

Offerors who submit Proposals may be required to provide additional information orally or in writing or to submit to a site inspection by State representatives in order to clarify or document their proposals.

## 2.6 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal in response to this RFP, including making an oral presentation, holding discussions, making a presentation or conducting an on-site inspection. Any expenses incurred by State personnel or representatives for on-site inspections will be borne by DHR.

## 2.7 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal for meeting the requirements of this RFP. Oral, electronic mail or facsimile Proposals will not be accepted.

## 2.8 Alternate Proposals

An Offeror shall not submit an alternate proposal in response to this RFP.

## 2.9 Multiple Proposals

An Offeror shall not submit more than one proposal in response to this RFP.

## 2.10 Working Hours and Location(s)

Contractual personnel shall be available during normal State operation hours, Monday through Friday, 8:30 a.m. to 5:00 p.m. However, because of the nature of the work it may be necessary that contractual personnel be scheduled to work other than normal State operation hours, such as evening activities or events from 5:00 p.m. to 10:00 p.m., or weekend activities or events from 8:00 a.m. to 6:00 p.m.

## 2.11 Contract Term

The Contract awarded as a result of this solicitation shall be for a period of two years. **It shall begin on or about September 1, 2009 through August 31, 2011;** however, if the term does not start September 1, 2009, the Contract will last for two years.

## 2.12 Multi-Year Contract

- A. The required service shall be provided for the entire Contract period.
- B. A unit price shall be given for the service and that the unit price shall be the same throughout the contract;
- C. The multi-year contract shall be canceled automatically if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first.
- D. The State's Project Manager shall notify the Contractor on a timely basis if the funds are not available for the continuation of the Contract for each succeeding fiscal period;
- E. Offerors may submit prices for both the first fiscal period and the entire time of performance, including the option year on the Pricing Proposal included as **Attachment A**.

### **2.13 Options**

The Contract will contain one, one-year option to renew, upon the same base period Contract terms and conditions, for an additional one year. Exercise of the renewal option will be solely at the discretion of the State. The price for the option period(s) shall be provided in the Pricing Proposal included as **Attachment A**.

### **2.14 Bid/Proposal Affidavit**

The Bid/Proposal Affidavit, **Attachment B**, must be completed by all Offerors responding to this RFP and submitted with their Technical Proposal. This Affidavit includes anti-bribery, non-collusion, debarment, and financial disclosure and political contribution disclosure affirmations.

### **2.15 Corporate Registration**

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller's Office as well as with the Department of Labor, Licensing and Regulation and must have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation, which represents other corporations as a resident agent.

Any potential Offeror who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Offeror be completely registered prior to the due date for receipt of proposals. Failure to do so may result in a proposal being deemed unacceptable.

### **2.16 Contract Affidavit**

The Contract Affidavit (**Attachment C**) must be completed and submitted by the selected Offeror when notified of recommendation of award. This affidavit includes the certification of corporation registration and tax payment and a reaffirmation of the Bid/Proposal Affidavit.

### **2.17 Public Information Act Notice**

Offerors should give specific attention to the identification of those portions of their Proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information must be divulged to the party. A blanket statement declaring the entire proposal confidential is not acceptable.

## **2.18 Contractor's Responsibilities**

The State will enter into contractual agreement(s) with the selected Offeror(s). The selected Offeror(s) shall be responsible for all services as required by this RFP. Subcontractors are prohibited from performing the services under any contractual agreement resulting from this solicitation without the prior written approval of the State.

## **2.19 Document Ownership**

In the event of contract award, all data and documentation produced as part of the contract will become the exclusive property of the Department of Human Resources, State of Maryland and may not be removed by an employee of the contractor or subcontractor(s) or used, sold, reproduced or duplicated in any way for any purpose by the contractor or subcontractor(s) without the written permission of the Department. Technical proposals received from Offerors in response to this RFP and the corresponding financial proposals from qualified Offerors will become the property of the Department of Human Resources, State of Maryland, and will not be returned to the Offeror.

## **2.20 General Contractual Conditions**

Any contract resulting from this RFP shall be governed by the laws of the State of Maryland and shall include at a minimum all the terms and conditions set forth in the Services Contract (**Attachment D**) and Contract Affidavit (**Attachment C**).

Prior to Award, both the Contract and the Affidavit must be completed along with witnessed signatures and dates and submitted by the recommended Contractor.

## **2.21 Payment Terms/Billing**

The successful vendor shall bill the Department monthly, by the 15<sup>th</sup> working day of the month (**Attachment R**). The invoice is due the 15<sup>th</sup> of each month after incurred expenses. **The invoice must include documentation of line item(s) expenditure as specified by the Project Manager.** Line item budgets need justification for each line item.

Funding for any contract(s) resulting from this RFP is dependent upon appropriations from the Maryland General Assembly.

The Department reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract.

Invoices must be addressed to:

**Pamela Miller, Project Manager  
Social Services Administration, 5<sup>th</sup> Floor  
311 West Saratoga Street  
Baltimore, Maryland 21201.**

All invoices must (at a minimum) be signed and dated in addition to including the Contractor's mailing address, the Contractor's Social Security number or Federal Tax ID number, the State's assigned Contract control number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

The final invoice (**Attachment R**) shall be due 30 days after the completion of the contract.

## **2.22 e-Maryland Marketplace (eMM) Registration**

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website ([www.dhr.state.md.us](http://www.dhr.state.md.us)) for transmitting the RFP and associated materials, the summary of the Pre-Proposal Conference, Offeror's questions and the Procurement Officer's responses, and addenda will be provided via eMM.

**In order to receive a Contract award, a vendor must be registered on *eMaryland Marketplace*.** Registration is free. Go here to register: <https://ebidmarketplace.com/>. Click on "Registration" to begin the process and follow the prompts. As a registered vendor to *eMaryland Marketplace*, you will be privileged to many benefits including:

- *Online Goods and Services Profile:*

You can create and maintain your company's goods and services profile with the State. Your online profile will allow you to receive solicitations issued by the State that are in your area of interest.

- *Instant Notification of Opportunities:*

Registered vendors will receive instant, automatic notification via e-mail when a procurement opportunity is issued by State and local government buying organizations in your area of interest.

- *Solicitations Online:*

You can review and respond to State and in some cases local government issued solicitations via the Internet without leaving your desk.

**Note: *eMaryland Marketplace* registration is active for one year and must be active at the time of Contract award. *eMaryland Marketplace* registration should be maintained thereafter in order to receive notice of future bid opportunities.**

## **2.23 Electronic Funds Transfer (EFT)**

Electronic funds transfer will be used by the State to pay Contractor(s) for this Contract and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption. The selected Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (**Attachment E**) upon notification of selection for award.

If your organization has previously registered for EFT with the Comptroller's Office, unless there has been a change, there is no need to re-register. If previously registered, indicate that information on the COT/GAD X-10 form and return the form to the Procurement Officer upon notification of selection for award. 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 and must include the business identification information as stated on the form and include the reason for the exemption.

## **2.24 Contract Type**

The Contract that results from this RFP shall be a firm fixed-price contract in accordance with COMAR 21.06.03.02.A.1.

## **2.25 Contract Award**

Award of a Contract or Contracts, if any, generally will be made within 120 days after the closing date for submission of Proposals or the date Best and Final Offers, if any, are submitted, and will be subject to appropriate Federal and State approvals. The Contract shall be awarded to the qualified Offeror whose Proposal is determined to be most advantageous to the State based on the results of the technical and financial evaluations.

This procurement is being conducted in accordance with COMAR Title 21.05.03, §1.1 and Procurement by Competitive Sealed Proposals.

## **2.26 Compliance with Law**

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the contract. By submitting a Proposal in response to the RFP, the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation 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 if selected for award, that it shall not become so in arrears during the term of the contract.

## **2.27 Protests**

An Offeror may protest the proposed award or the award of a Contract for this procurement. Any protest must be filed in accordance with Title 15, Subtitle 2 of the

State Finance and Procurement Article, Annotated Code of Maryland, and COMAR 21 (State Procurement Regulations), Subtitle 10, Administrative and Civil Remedies.

**2.28 Minority Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation.

**2.29 Minority Business Enterprise Reporting**

The Department of Human Resources is responsible for reporting procurement activity with all Minority Business Enterprises (MBEs) to the Governor's Office of Minority Affairs. Only those vendors who have been certified as a MBE by the Maryland Department of Transportation (MDOT) can be counted in this report. In order to fulfill the reporting responsibility, it is requested that all Offerors complete the Minority Business Enterprise Report (**Attachment F**) and return it as part of their proposal.

A non-profit entity organized to promote the interests of the mentally or physically disabled and vendors who are at least 51% owned and controlled by one or more of the following categories meet the definition for MDOT certification: African Americans, American Indians, Hispanics, Asian Americans, Women, Physically or Mentally Disabled. Inquiry and/or application can be made directly to the Maryland Department of Transportation, Office of Minority Business Enterprise.

**2.30 Minority Business Enterprise Participation**

The Offeror shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise goal stated in this Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by COMAR 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

**2.31 Minority Business Enterprise Participation Goal(s) and Sub-Goal(s)**

An MBE subcontract participation goal of **25 percent** of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises.

By submitting a response to this solicitation, the Offeror agrees that these dollar amounts of the contract will be performed by certified Minority Business Enterprises as specified.

- A prime Contractor – including an MBE prime contractor – must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- A prime Contractor comprising a joint venture that includes MBE partner(s)

must accomplish the MBE subcontract goal with certified MBE subcontractors.

## **2.32 Minority Business Enterprise Participation Requirements**

### **A. DEFINITIONS**

As used in this Solicitation, the following words have the meanings indicated.

1. “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a Minority Business Enterprise.
2. “MBE Liaison” is the employee designated to administer this Department’s MBE program.
3. “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
  - a) at least 51-percent owned and controlled by one or more individuals who are social and economically disadvantaged; and
  - b) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it. A Minority Business Enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals. A MBE must be certified in order to participate in the Department’s MBE program.

### **B. CONTRACTOR’S RESPONSIBILITIES**

1. Offerors agree to exercise all good faith efforts to carry out the requirements set forth in this Solicitation. The Offeror shall;
  - a) Identify specific work categories within the scope of the procurement appropriate for subcontracting.
  - b) Solicit minority business enterprises in writing at least 10 days before proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts.
  - c) Attempt to make personal contact with the MBE’s solicited and to document these attempts.
  - d) Assist MBE’s to fulfill, or to seek waiver of, bonding requirements.
2. Each prime contractor given solicitation documents as part of a procurement under the MBE subcontract method, can obtain the

electronic version of the MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) for purposes of soliciting subcontract quotations, bids, or offers from certified MBE's.

3. A minimum certified MBE participation goal has been established for this procurement (see **Section 2.31**). Contractor agrees that at least this amount of the contract will be performed by certified MBEs.
4. If awarded the contract the contractor shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

C. SOLICITATION AND CONTRACT FORMATION

- An Offeror must include with its offer:
  1. A completed Certified MBE Utilization and Fair Solicitation Affidavit **Attachment G** whereby the Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the Solicitation process.
  2. A completed MBE Participation Schedule (**Attachment H**) whereby the Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The Offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

**If an Offeror fails to submit Attachment G and Attachment H with the offer as required, the Procurement Officer shall deem the offer non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

- Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer:
  - a) Outreach Efforts Compliance (**Attachment I**)
  - b) Subcontractor Project Participation Statement (**Attachment J**)
  - c) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.

- d) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE participation goal.

**If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.**

D. AMENDMENT OF MBE DUE TO UNFORSEEN CIRCUMSTANCES

Any changes to the MBE Participation Schedule **prior to or after Contract execution** must receive approval in accordance with COMAR 21.11.03.12. The apparent awardee(s) shall immediately notify the Procurement Officer regarding MBE changes before execution of a Contract. Contractors shall immediately notify the State's Project Manager regarding MBE changes after execution of a Contract.

E. CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (Prime Contractor Unpaid MBE Invoice Report, Attachment K).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (Subcontractor Payment Report, Attachment L).
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. The contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.

5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

F. WAIVER

.11 Waiver. Code of Maryland Regulations (COMAR) 21.11.03

If for any reason, an Offeror is unable to achieve the contract goal for certified MBE participation, the Offeror may request, in writing, a Waiver (**Attachment M**) to include the following:

1. A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
  - a) The names, addresses, dates and telephone numbers of certified MBEs contacted, and
  - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
3. As to each certified MBE that placed a subcontract quotation or offer that an Offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
4. A list of minority subcontractors found to be unavailable. This list should be accompanied by an **MBE Unavailability Certification (Attachment N)** signed by the minority business enterprise, or a statement from an Offeror that the minority business refused to give the written certification.

**2.33 Late Payment of Subcontractors – Prompt Payment Policy**

- A. If a Contractor 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:
  1. Not process further payments to the Contractor until payment to the subcontractor is verified,
  2. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work,
  3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due,

4. Place a payment for an undisputed amount in an interest-bearing escrow account, or
  5. Take other or further actions as appropriate to resolve the withheld payment.
- B. An “undisputed amount” means an amount owed by a Contractor 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 Contract under which the amount is withheld.
- C. An act, failure to act, or decision of a Procurement Officer or a representative of DHR, concerning a withheld payment between a Contractor and its subcontractor(s) under this policy directive, may not:
1. Affect the rights of the contracting parties under any other provision of law;
  2. Be used as evidence on the merits of a dispute between DHR and the Contractor in any other proceeding; or
  3. Result in liability against or prejudice the rights of DHR.
- D. 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.
- E. To ensure compliance with certified MBE subcontractor participation goals, DHR may, consistent with COMAR 21.11.03.13, take the following measures:
1. Verify that the certified MBEs listed in the MBE Participation Schedule actually are performing work and receiving compensation as set for in the MBE Participation Schedule.
  2. This verification may include, as appropriate:
    - a. Inspecting any relevant records of the Contractor
    - b. Inspecting the jobsite; and
    - c. Interviewing subcontractors and workers.
    - d. Verification shall include a review of:
      - 1) The Contractor’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 Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
  3. If DHR determines that a Contractor is in noncompliance with certified MBE participation goals, then DHR will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.

- a. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
4. If DHR determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that DHR requires, then DHR may:
  - a. Terminate the Contract;
  - b. Refer the matter to the Office of the Attorney General for appropriate action; or
  - c. Initiate any other specific remedy identified by the Contract, including the contractual remedies stated above regarding the payment of undisputed amounts.
5. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

#### **2.34 Insurance Requirements**

Workers' Compensation -- The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, as well as any other applicable statute.

The State of Maryland must be named as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage must be provided prior to the commencement of any activities.

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

(i) commercial general liability policy, with a minimum of \$1,000,000 per occurrence and \$3,000,000 in aggregate; (ii) motor vehicle liability policy of not less than \$500,000 combined single limit per accident; (iii) professional liability policy with minimums of \$1,000,000 per incident and \$3,000,000 aggregate for each occurrence

#### **2.35 Certification Regarding Lobbying**

Section 319 Of Public Law 101-121 prohibits the use of Federal funds for lobbying Federal officials, including members of Congress, in conjunction with a specific contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The law also requires the disclosure of

lobbying efforts using other than Federal funds. Each proposal must include a completed Certification Regarding Lobbying (**Attachment O**).

### **2.36 Oral Presentations**

Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of the proposal to the Evaluation Committee, possibly on short notice. All representations made by an Offeror during an oral presentation must be reduced to writing. All such written representations will become part of the offeror's proposal and are binding if the contract is awarded. The time and location for this oral presentation will be scheduled by the Procurement Officer. The oral presentation will assist the Evaluation Committee with its ranking of the Technical Proposal.

### **2.37 Non-Profit Affirmation**

It is recognized that several Departments do a significant amount of business with non-profit organizations that cannot be certified as Minority Business Enterprises (MBE's) regardless of their minority makeup. This business has a detrimental effect on the Department's ability to meet its overall MBE procurement participation goal.

Accordingly, the Governor's Office of Minority Affairs has developed the Minority Managed Non-Profit Affirmation Form (**Attachment P**), as a means of reporting these procurements. Non-profit organizations are encouraged to complete the Affidavit and include it along with their proposals.

### **2.38 Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in the following section entitled *Living Wage Requirements for Service Contracts* (**Attachment T**). If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least **\$11.72 per hour**, if State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value is performed in the Tier 2 Area, a bidder shall pay each covered employee at least **\$8.81 per hour**. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation has been deemed to be a **Tier 1** Contract.

**2.39 Hiring Agreement**

By submitting a bid or proposal in response to this solicitation, the Offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (**Attachment Q**). The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) business days following the receipt of notice by the Offeror that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

**2.40 Confidentiality**

Except in accordance with a court order, neither Party shall use or disclose any information concerning a recipient of the services provided under this agreement for any purposes not directly connected with the administration of such services, except upon written consent of the Party providing the information and the recipient or his or her responsible parent, guardian, or legal representative or as required in §10-611 et. Seq., State Government Article and Article 88A, Sections 6 and 6A, Maryland Annotated Code and COMAR 07.01.07

Nothing in this Contract shall prevent the Parties from using and disclosing statistical data derived from information concerning a recipient of the services provided under this Contract so long as that statistical data does not identify any recipient of such services.

**2.41 False Statements**

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

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

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

## **2.42 Non-Visual Access**

The Offeror warrants that the information technology offered under this proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information including prompts used for interactive communication, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent.

For purposes of this regulation, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille or other audible or tactile means for output.

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## SECTION III. SPECIFICATIONS

### 3.1 Background

The Department of Human Resources Social Services Administration (SSA) intends to award a Contract to one Offeror to manage a Statewide Kinship Care Resource Center (Resource Center). The Resource Center will be located in the Baltimore Metropolitan area but will serve the kinship care population Statewide. The Resource Center provides information and referrals, and facilitates the development of peer support networks to assist kin families who are raising children.

Maryland's kinship care population is divided into two facets: formal and informal kinship care. The formal kinship care arrangement occurs when a child is removed from the biological parents because of abuse or neglect. The family comes before juvenile court and the child is committed to the Local Department of Social Services and placed in the custody of the LDSS. The Adoption and Safe Families Act (ASFA) of 1997 requires that all child welfare agencies explore relatives first, as a placement option, before placing a child in a non-relative foster home. Formal kinship care arrangements are sanctioned by the State, given priority and take place when it is determined to be in the best interest of the child. Maryland's Kinship Care Services supports the importance of maintaining family ties and allowing children to remain connected to those they know and love.

As of November 2008, the total number of kinship homes in Maryland was 2,895. Of that number, 1,788 are formal kinship foster homes and 1,107 restricted foster homes.

The informal kinship care arrangement occurs when a family member voluntarily takes on the responsibility of raising a relative's child. This "caretaker relative" (a parent or other person related by blood, marriage, or adoption living with and caring for a minor child) usually enters into an agreement with the parents to care for the child. These children are not involved in the child welfare system; therefore, the family maintains full autonomy to make all the decisions pertaining to the child.

Often times an extended family experiences financial or economic hardships as a result of accepting an additional person emergently (in this case a child or children) into the home. Nationally, States have set aside Temporary Assistance for Needy Families (TANF) funds as an attempt to assist families in need. Caretaker relatives can apply on behalf of the child (ren) without their income being considered for eligibility.

Kinship caregivers, such as grandparents, uncles, aunts and cousins, share a commonality in parenting a second generation that creates tremendous stress. Many caregivers are faced with issues such as financial burdens, parenting children who may have mental and emotional problems, a lack of childcare resources, housing issues, limited supportive services, and the caregivers own health problems. Both formal and informal caregivers have expressed an interest in having services available, specifically for kinship care families, in the area of information and

referrals, peer support, and information in time of crisis.

### **3.2 Scope of the Project**

Kinship Care is designed to help support a child who resides outside of his or her own home, either temporarily or for the long term, with relatives (such as an adult brother or sister, a first cousin, a nephew or niece, an uncle or aunt or a grandparent, among others).

Kinship Care supports the concept of children residing with a relative to alleviate family stress or temporary familial problems, rather than being placed in a foster home or other type of out-of-home placement. For children who do come to the attention of the child welfare system, Kinship Care creates another placement option for a child who may not be able to continue living at home with his or her parents.

The Resource Center will provide resources for relatives caring for children throughout the State of Maryland. Resource information, training, services, and products shall be made available for kin providers, and shall cover, at a minimum the following services:

- Child Support
- Temporary Cash Assistance
- Education
- Healthcare
- Mental Health
- Legal
- Parenting
- Substance Abused
- Childcare

The Resource Center will have an Advisory Board with Statewide representation and be composed of kin, advocates and community service providers. The Board will provide input on the delivery of services to kin. The Board will meet at least of four (4) times a year. The Board shall serve voluntarily, without compensation.

### **3.3 Objectives**

- A. Develop and implement programs and services designed to preserve, empower, and strengthen families that provide kinship care throughout the State.
- B. Develop relationships with public/private organizations and advocacy groups in an effort to link kinship families to preventive, rehabilitative, and supportive services.
- C. Provide the Department with a comprehensive data profile of Statewide kinship care families.

### **3.4 Requirements**

### **3.4.1 Offeror Requirements:**

The Offeror shall possess:

- A. Prior experience and/or knowledge of the public child welfare system with emphasis on Kinship Care.
- B. Knowledge of the financial entitlements and welfare programs available for kinship care families. This includes the Family Investment Administration (FIA) programs, Child Support Enforcement Administration (CSEA) programs and the Social Security Administration programs.
- C. Familiarity with the juvenile court system.
- D. Demonstrated knowledge and experience working with the Kinship Care population.
- E. Knowledge of various community resources and services available from public/private agencies. These resources may include legal services, financial resources, healthcare, childcare, parenting classes, support services (i.e. counseling and mental health services, housing, transportation assistance and emergency assistance).
- F. Demonstrated knowledge and experience working with diverse communities and populations.
- G. Demonstrated knowledge and experience with program development, community organization and community outreach strategies.

### **3.4.2 Contractor Requirements**

The Contractor shall:

- A. Provide office space, staff, and appropriate, accessible meeting space for approximately 25 persons to facilitate support groups and training workshops.
- B. Maintain a toll free telephone number for citizens to call and obtain information and assistance regarding Kinship Care. The line will be staffed at least eight (8) hours a day, five (5) days week (State holidays excluded).
- C. Make available print media such as brochures, booklets, flyers, etc., from public/private service agencies for persons coming into the Center.
- D. Provide materials on specific information and guidance on how to access services available at the State and local county levels. Materials shall be available in electronic and hardcopy format, and shall be updated at least semiannually.

- E. Develop and maintain a website, which shall include, information relating to: Child Support, Temporary Cash Assistance, Education, Healthcare, Mental Health, Legal Parenting, Substance Abuse, Childcare, and linkages to other Kinship Care programs, Local Management Boards, the Department of Aging and Maryland State Government. The website shall provide links to each Local Department of Social Services explaining the services that are available in that jurisdiction and how to apply for services. The Resource Center will also provide links to community, local, and State service providers. Information shall be updated at least quarterly throughout the year.
- F. Provide transportation assistance such as cab vouchers, bus tokens, or van service to referrals, activities and appointments related to the care of the children.
- G. Develop and maintain a Statewide database of kinship caregivers that seek resource and referral information, and participate in the Statewide support groups. This database will include but is not limited to following data elements:
- basic family demographic information,
  - services needed and/or requested,
  - services received,
  - referral information, and
  - relationship of caregiver to the child.
- H. Provide quarterly professional development training for staff.
- I. Provide quarterly training opportunities for kinship caregivers and/or children.
- J. Provide Social Services Administration Project Manager with monthly reports that provides the following information:
- By jurisdiction, the numbers of participants, frequency, and type of services and/or information requested and organizations referred to.
  - The number of phone calls received.
  - A summary of the activities. If there are program barriers, include plans of action to resolve these barriers to services.
  - The status of ongoing and newly developed community partnerships.
  - Training and workshop schedules for staff, kinship caregivers, and/or children, as well as copies of the training agendas, objectives, outcomes and sign-in sheets.
  - A detailed account of all expenditures. (Attachment R)
- K. Develop a Resource Center Advisory Board with Statewide representation, composed of kin, advocates and community service providers. The Advisory Board shall provide input on the delivery of kinship care services. The Advisory Board shall meet no less than four (4) times per year and serve voluntarily, without compensation.

- L. Refrain from participation in any lobbying activities.
- M. Develop partnerships with community outreach programs that will deliver services to support the kinship caregiver's parenting skills through education and peer learning support.
- N. Develop a Statewide network of support groups for kinship care providers. Under the guidance and support of designated Project Staff, the support groups should meet at least monthly to provide peer support and establish buddy systems. Support Group meetings are open and continuous for any kin provider. Issues identified by the group shall be discussed in a confidential setting. Initially the support groups can be regional with a plan and goal to have a support group in each jurisdiction.
- O. Develop social, emotional and cultural enrichment activities for the children and their providers.
- P. Provide resource information and training to local department staff, Local Management Board Staff, Local Department of Aging staff, and others as identified or referred by the Department, on the resources and services available to kinship care providers.
- Q. Host conferences/forums for Kinship Care providers Statewide. DHR staff shall be included in the planning of the conference. There shall be at least one (1) conference annually, which may be held regionally.
- R. Prepare an annual Statewide confidential data profile of the kinship care families based on information from the database. The content of the report will be discussed at the post-award conference.
- S. Maintain a sufficient number of knowledgeable customer service representatives to provide resource information, training, and services for kin providers throughout the State of Maryland. Develop a quarterly newsletter of current events, upcoming events, legislative updates and items of interest to kinship caregivers.

### **3.5 Personnel**

#### **A. Project Director**

This individual will assume overall responsibility for implementing the proposed project and oversee administrative requirements to achieve the projected goals and objectives of the project. The Project Director will preside over the Advisory Board. The Project Director will have knowledge of child welfare and juvenile court systems. Additionally, in collaboration with the project coordinator, this individual will ensure that all Deliverables are met, and meet with the SSA/Project Manager once a month. The Project Director will have a minimum of seven (7) years of professional employment in a human service capacity in a public or private agency or institution. Four (4) years of the above

experience must have been in an administrative, supervisory, or consultative capacity. The Project Director shall possess a valid driver's license and complete a criminal background check.

B. Project Coordinator

The Project Coordinator, with the assistance of the Project Director, will oversee the day-to-day activities proposed to accomplish the goals/objective of the project. The Coordinator will be responsible for supervising staff and preparing data collection tools for evaluation and caregivers' satisfaction surveys after training. The Project Coordinator shall possess at a minimum a Bachelor's Degree in Social Work or a related field with excellent writing skills, public speaking abilities, and community organizing abilities. The Project Coordinator shall possess a valid driver's license and complete a criminal background check.

C. Administrative Aide/Customer Service Representatives

These individuals will devote at least twenty (20) hours a week to the project under the supervision of the Project Coordinator. These individuals will answer the phone, assist caregivers in accessing resources, participate in disseminating information to the public and caregivers, direct callers to the appropriate resources, and assist with the set-up and maintenance of the Center. These individuals shall have demonstrated knowledge of kinship care issues and provide general clerical support. The Administrative Aide/Customer Service Representatives shall complete a criminal background check.

**3.6 Deliverables**

**All deliverables shall be submitted on the appointed time and date to the State Project Manager as listed in Section 1.7 of the RFP unless otherwise indicated.**

- A. A fully functional and operating Statewide database due ninety (90) days after receipt of the NTP. The database shall be updated as required.
- B. A user-friendly Statewide kinship care website within thirty (30) days of NTP.
- C. A quarterly newsletter of current events, upcoming events, legislative updates and items of interest to kinship caregivers. The first quarterly newsletter will be completed and ready for distribution sixty (60) days after the NTP. Thereafter, the newsletter shall be issued quarterly. The newsletter shall be accessible on the website. The newsletter shall be attached to the quarterly progress report.
- D. Resource information for local department staff, Local Management Board Staff, Local Department of Aging staff and others on the resources and services that are available to kinship care providers within thirty (30) days after the NTP and, thereafter provide quarterly updates.
- E. The Contractor shall host conferences/forums for kinship caregivers Statewide. The

conference will be held at least annually, but can be done regionally. The Contractor will include the focus, date, outcomes, and number of attendees on the annual report.

- F. The Advisory Board shall be in place within ninety (90) days after the NTP of the Contract. The Contractor will include the location, number of attendees, and outcomes of the meeting with the monthly report.
- G. Monthly invoice report that includes the approved line item budget, expenditures for the report month, documentation for those expenditures, expenditures to date and the balance for payment, **15 days following the close of the report month (Attachment R).**
- H. Monthly written progress reports with the monthly invoice **15 days following the close of the report month. (Attachment S)** This report shall include the following:
- A summary of the services to families by type, outcomes, location
  - The number of attendees and focus of the monthly caregivers support groups
  - The number of phone calls received and referrals made, type of referrals made.
  - The number, type, date of training/workshops offered to caregivers/staff, and number of attendees.
  - Any resolution and results of any problems.
  - Each activity, objective, completion date, and whether each objective was achieved as described in the scope of the project.
- I. An annual written report outlining an overview of all services provided and outcomes, statistical data on the number of families served and an outline of identified barriers during the Contract period. Recommendations outlining areas for improvement are to be included. The annual report is due thirty **(30) days after the end of the first year of the Contract term (October 1, 2010).**
- J. A comprehensive Statewide data profile of the kinship care families served in each jurisdiction. The data profile is due thirty **(30) days after the end of the first year of the Contract term (October 1, 2010). The content of the data profile will be discussed at the Post Award Conference.**
- K. Prime Contractor Unpaid Invoice Report: **Due: The 15<sup>th</sup> day of the month following the report month (Attachment K).**
- L. MBE Subcontractor Payment Report: **Due the 15<sup>th</sup> of the month with the Invoice. (Attachment L)**

### **3.7 Contractor's Project Manager**

The Contractor shall designate someone to serve as the Contractor's Project Manager. The Project Manager may be the Project Director or Coordinator. The Contractor's Project Manager shall be the sole point of contact for this project, and

shall be available to discuss the day-to-day operations of the project. The Contractor's Project Manager shall also be available to attend meetings with SSA and/or local Departments of Social Services to discuss project progress, challenges and opportunities for project improvement, enhancements, etc., that are revealed through the course of fulfilling these requirements. Notice of meeting dates, places and times will be provided in advance. It is estimated that there will be as many as one (1) meeting per month but no less than one (1) per quarter. All meetings will be held at the Department of Human Resources Saratoga State Center unless otherwise determined by the SSA Project Manager.

### **3.8 Post-Award Orientation Conference**

Within two weeks after Board of Public Works approval, the SSA Procurement Officer, SSA Project Manager, the Contractor and/or Contractor's Project Manager, and any other SSA or Contractor staff deemed appropriate shall attend a post-award orientation Conference. The purpose of the post-award orientation conference is to discuss service delivery, invoice processing, monitoring and other Contract terms and conditions. The date, time and location of the post-award orientation conference will be indicated to the successful Offeror.

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## SECTION IV. REQUIREMENTS FOR PROPOSAL PREPARATION

### 4.1 Transmittal Letter

A transmittal letter prepared on the Offeror's business stationery shall accompany the proposal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief. The letter shall contain the title of the solicitation, include the Offeror's name, federal tax identification or social security number, *eMaryland Marketplace* identification number and address, and shall be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the Proposal. The letter shall also acknowledge any addenda to the RFP that were received. **An Offeror shall be deemed to have accepted all the term, conditions, and requirements set forth in this RFP unless otherwise clearly noted as an attachment to the transmittal letter. A Proposal that takes exception to these terms may be rejected.**

### 4.2 Two Volume Submission

The selection procedure for this procurement requires that the technical evaluation and ranking of the Proposals be completed before the Financial Proposals are distributed to the Evaluation Committee. Consequently, each Proposal shall be submitted as two separate enclosures as indicated in Sections 4.3 (Volume I – Technical Proposal) and 4.4 (Volume II – Financial Proposal).

### 4.3 Volume 1 - Technical

The technical volume shall be prepared in a clear and precise manner. It shall address all appropriate points of this RFP except the price information and all pages shall be consecutively numbered. This volume shall contain the following sections:

#### A. Proposed Service:

This section shall contain a definitive description of the Offeror's proposed plan to achieve the objectives of the RFP. This section shall also contain **Compliance with RFP Specifications (Section III)** and shall be prepared in the same sequence as the Specifications of this RFP. The Proposal shall include a detailed work plan. The Offeror's work plan shall describe how the proposed services or product will satisfy the State requirements or conditions. Any special equipment requirements or approaches shall also be explained in this section. The Proposal in addition to addressing the scope of services and objectives, shall at a minimum address the following:

1. A detailed description of the staffing plan
2. A detailed description of the location where informational support group meetings and training will be conducted.
3. A detailed description of the Offeror's Work Plan to fulfill the referral and training requirements of the RFP.

**B. Qualifications**

A description of the Offeror's qualifications shall clearly show any related education, experience, and training providing similar services relative to the requirements **as described in Section 3 of the RFP** of this RFP and knowledge related to children in the public child welfare system.

Note: Any professional licenses, certificates, etc. required of the Offeror or the Offeror's staff should be included here.

**C. Understanding the Problem:**

This section shall contain the Offeror's analysis of the environment in which the proposed work or solution will be implemented.

**D. Personnel:**

This section shall include job descriptions and individual resumes for the personnel who are to be assigned to this project if the Offeror is awarded the Contract. Indicate the role or assignment that each individual is to have in this project. The key personnel identified in the offeror's proposal are considered to be essential to the work being performed under this RFP. Prior to diverting any of the specified individuals to assignments other than this project, the Contractor selected shall notify the Department of its intent at least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. No diversion shall be made by the Contractor without the written consent of the Department. Replacement of any personnel, including personnel who leave the employment of the Contractor, shall be with personnel of equal ability, qualifications and experience.

**E. References:**

The Offeror shall supply three (3) business references to support the Proposal. Reference letters are required. Reference letters can be sent directly to the Procurement Officer from the reference source, or submitted by the reference source directly to the Offeror in a separately sealed envelope for inclusion with the Offeror's Proposal. Reference letters should include the solicitation number, Offeror's name and speak to the Offeror's qualifications, character, service provided, performance, etc. The references shall be provided for work performed within the last two years. Identify the name of each reference, point of contact, and telephone number. The State shall have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the Offeror but otherwise known by the Department. The State will notify the Offeror of any references contacted who were not identified by the Offeror.

As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:

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

Information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

#### **F. Financial Responsibility and Stability**

This section shall contain information to show that the Offeror has the capacity in all respects to perform fully the Contract requirements and the fiscal integrity and reliability to assure good faith performance. Information that can be used to demonstrate requisite responsibility and stability include:

- a) Audited financial statements (for Offeror only) for the past three years,
- b) Dunn and Bradstreet report and rating,
- c) Line of Credit from a financial institution approved by the State Treasurer, or
- d) Evidence of adequate working capital.

In addition, the Offeror shall describe any docketed or adjudicated civil or criminal litigation.

All financial information that is not otherwise publicly available, received in response to this section will be maintained as confidential information releasable only to those evaluating the technical proposal. Other than the Procurement Officer, persons who will be given access to this information for evaluation purposes will have signed a Confidentiality Statement.

#### **G. Economic Benefit to the State of Maryland**

Each proposal submitted in response to this Solicitation shall describe the benefits that will accrue to the Maryland economy as a direct result of the Offeror's performance of the Contract resulting from this solicitation. **DO NOT INCLUDE ANY DETAIL OF THE FINANCIAL PROPOSAL WITH THIS TECHNICAL INFORMATION. DO NOT INCLUDE ACTUAL DOLLAR AMOUNTS, USE PERCENTAGES ONLY.** Economic benefits include:

- a) The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- b) The estimated numbers and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll percentage to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- c) Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- d) The estimated percentage of subcontract dollars committed to Maryland small business and MBEs.
- e) The Offeror shall explain any other economic benefits to the State of Maryland that would result from the offeror's proposal.

**H. Additional Information:**

This section, which is optional, should include any additional information the Offeror deems relevant to this procurement as well as any information that meets the satisfaction of the State's objectives.

**I. Company Literature:**

If company literature or other material is intended to respond to any RFP requirements, it must be included in this section and the Offeror's responses in previous sections of the proposal must include reference to the documents by name and page citation. Proposals submitted without these references and citations will be considered complete without need to refer to documents in this section for the offeror's responses to RFP requirements.

**J. Forms**

- 1. Bid/Proposal Affidavit – Attachment B
- 2. MBE Forms:
  - Minority Business Enterprise Report – Attachment F
  - Certified MBE Utilization and Fair Solicitation Affidavit – Attachment G
  - MBE Participation Schedule – Attachment H
  - MBE Waiver Request – Attachment M

3. Certification Regarding Lobbying - Attachment O
4. Living Wage: Affidavit of Agreement – Attachment U

#### **4.4 Volume II - Financial**

This volume should contain all price information for all services and products proposed. This volume must contain the following sections:

- Pricing Proposal – Attachment A
- Line Item Budget Worksheet – Attachment A-1
- Line Item Budget Instructions – Attachment A-2

The price quoted shall be fully loaded and include all services performed. Fully loaded costs include all direct and indirect costs associated with performing this service. The indirect costs shall include all costs that would normally be considered general and administrative costs and/or routine travel costs.

#### **4.5 Living Wage**

The Contractor shall be compliant with the requirements of Section 2.38 of the RFP.

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## SECTION V. EVALUATION PROCEDURES

### 5.1 Evaluation Committee

All Offeror's proposals received by the closing deadline will be evaluated by an Evaluation Committee established by the requesting State organization. The Committee may request additional technical assistance from any source.

Proposals will not be opened publicly, but will be opened in the presence of at least two State employees. Proposals shall be held in a secure place until the established due date. After the established due date, a Register of Proposals shall be prepared that identifies each Offeror. The Register of Proposals shall be open to public inspection after award of the Contract. Proposals shall be shown only to members of the Evaluation Committee or State employees having a legitimate interest in them.

### 5.2 Reciprocal Preferences

The provisions of State Finance and Procurement Law Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation.

Although Maryland law does not authorize procuring agencies to favor resident bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors as described in COMAR 21.05.01.04. A resident business preference will be given if a responsible Offeror, whose principal office or principal base of operations is in another State, submits the most advantageous offer, and the State in which the non-resident's principal operations through which it would provide the goods or services, gives a preference to its residents through law, policy, or practice, and the preference does not conflict with a Federal law or grant affecting the procurement contract. Therefore, a preference will be given to the lowest possible responsible bid from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. Where such a resident business preference is provided, the preference shall be the same as that provided by the State in which the nonresident business is located.

A nonresident bidder submitting a proposal for a State project shall attach to the proposal a copy of any current statute, resolution, policy, procedure or executive order of the bidder's resident State that pertains to that State's treatment of nonresident bidders.

### 5.3 Qualifying Proposals

Qualifying proposals are those proposals received from responsible Offerors that are initially classified by the Procurement Officer as reasonably susceptible of being selected for award. Vendors whose technical proposals are not accepted will be notified in writing and the financial proposal will be returned unopened.

## 5.4 Technical Evaluation

The State reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations. The Evaluation Committee will rank the proposals according to the criteria established in Section 5.5. No price data should be provided in the technical proposal. During this technical evaluation phase, the Procurement Officer shall reserve the right to enter into discussions with vendors. If discussions are held, all Offeror who are initially classified as reasonably susceptible of being selected for award will be given an equal opportunity for discussion.

Those Proposals determined at any time to be not reasonably susceptible of being selected for award and/or not responsible will be dropped from further consideration in the awarding of the contract.

### A. RESPONSIBILITY

#### General

1. The procurement regulations in Title 21 of the Code of Maryland Regulations (COMAR) define a “responsible” Offeror as one “...who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which shall assure good faith performance.”
2. COMAR, Title 21, also requires that the Procurement Officer determine before awarding a contract to an Offeror whether the Offeror is responsible. The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a “responsible” Offeror.
3. In addition, the unreasonable failure of an Offeror to supply information promptly in connection with the determination of responsibility shall be grounds for a determination that the Offeror is not responsible.

### B. DISCUSSIONS

The State may award a Contract from this solicitation without discussion with any offering vendor. The Department reserves the right to discuss and negotiate with qualified or potentially qualified Offerors, i.e., Offerors which appear to be responsible at the time discussions and negotiations are conducted and whose proposals are initially judged to be reasonably susceptible of being selected for award. Discussions or negotiations will be conducted with all Offerors. The Department, however, is not obligated to conduct any discussions or negotiations. Each Offeror should be aware that the Department can select a proposal without first discussing the matter with the selected Offeror.

## **5.5 Criteria for Technical Evaluation**

The criteria that will be used by the Committee for the technical evaluation of the Proposals for this specific procurement are listed below in descending order of importance. The Technical Proposal will carry more weight than the Financial Proposal. Technical Proposals will be ranked according to the following major criteria:

### **Evaluation Criteria**

- A. Proposed Services – Section 4.3 A**
- B. Qualifications – Section 4.3 B**
- C. Understanding the Problem – Section 4.3 C**
- D. Personnel – Section 4.3 D**
- E. References - Section 4.3 E**
- F. Financial Responsibility and Stability – Section 4.3 F**
- G. Economic Benefit to the State – Section 4.3G**

## **5.6 Financial Evaluation**

The separate price volume of each qualifying Proposal will be distributed to the Evaluation Committee for all Proposals deemed reasonably susceptible of being selected for award following the completion of the technical evaluation. The Committee will determine the grand total price (including option year) of each Proposal in order to establish a financial ranking of the Proposals, from lowest to highest price.

## **5.7 Best and Final Offers**

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial Financial Proposal by submitting a Best and Final Offer. The Procurement Officer shall notify each qualified Offeror of the scope of the requested Best and Final Offer, and shall establish a date and time for their submission. The Procurement Officer may require more than one series of Best and Final Offers and discussions if the agency head or designee makes a determination that it is in the State's best interest to do so. If more than one Best and Final Offer is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another Best and Final Offer. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the Best and Final Offer process.

The State reserves the right to award the Contract without issuing a BAFO if it is determined to be in the best interest of the State.

**5.8 Debriefing of Unsuccessful Offerors**

Unsuccessful Offerors shall be debriefed upon their written request, provided the request is made within a reasonable period of time after receiving notice of not being recommended for award from the procurement officer. Requests for debriefings shall be honored by the Department at the earliest feasible time after the request is received. Debriefings shall be held in accordance with COMAR 21.05.03.06.

**5.9 Final Evaluation and Recommendation for Award**

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contract(s) to the responsible Offeror(s) whose Proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors.

Contract award, if any, resulting from the RFP is subject to appropriate State approvals. Awards exceeding \$200,000 require approval of the State Board of Public Works.

## SECTION VI. APPENDICES

### **State Forms Required with Every RFP**

Attachment A	Pricing Proposal (to be prepared by the Procurement Officer, completed by Offeror and returned with proposal)
Attachment B	Bid/Proposal Affidavit (complete and submit with offer)
Attachment C	Contract Affidavit (to be completed by successful Offeror only upon notification of selection)
Attachment D	Contract Sample (sample only)
Attachment E	COT/GAD X-10 (Mandatory for all contracts expected to exceed \$200,000 – includes base + options years)
Attachment F	Minority Business Enterprise Report (complete and submit with Technical Proposal)
Attachment G	Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with offer)
Attachment H	MBE Participation Schedule (must be submitted with offer)
Attachment I	Outreach Efforts Compliance (must be submitted within 10 working days after notification of apparent award)
Attachment J	Subcontractor Project Participation Statement (must be submitted with Outreach Efforts Compliance)
Attachment K	Prime Contractor Unpaid MBE Invoice Report
Attachment L	MBE Subcontractor Payment Report
Attachment M	MBE Waiver Request Form (must be submitted within 10 working days after notification of apparent award, if applicable)
Attachment N	MBE Unavailability Certificate
Attachment O	Certification Regarding Lobbying (mandatory for procurements where Federal funds are used totaling \$25,000 or more)
Attachment P	Minority Managed Non-Profit Affirmation Form
Attachment Q	Hiring Agreement (must be submitted within 10 working days after notification of apparent award, if applicable)
Attachment R	Sample Invoice Report
Attachment S	Sample Quarterly Report
Attachment T	Living Wage Requirements for Service Contracts
Attachment U	Affidavit of Agreement-Maryland Living Wage Requirements-Services Contracts

### **Other Optional RFP Forms or Attachments**

- Medicare, Medicaid Patient and Program Protection Act Affidavit (for procurements where SSBG funds are being used)
- Supplemental Specification Data (if required by the Procurement Officer)
- Implementation Plan/Schedule (if required by the Procurement Officer)

