

**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: FIA/ORA-10-465-S, entitled Employment Services for Refugees & Asylees

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: N00R9201708

**STATE OF MARYLAND  
DEPARTMENT OF HUMAN RESOURCES**

**FAMILY INVESTMENT ADMINISTRATION  
MARYLAND OFFICE FOR REFUGEES AND ASYLEES  
311 WEST SARATOGA STREET  
BALTIMORE, MARYLAND 21201**

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**EMPLOYMENT SERVICES FOR REFUGEES & ASYLEES  
DHR AGENCY CONTROL NUMBER: FIA/ORA-10-465-S**

**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.**

Issued: (RFP Release Date)

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## SECTION I. OBJECTIVE OF REQUEST FOR PROPOSALS

### 1.1 Summary Statement

The Maryland Department of Human Resources, Family Investment Administration, Maryland Office for Refugees and Asylees (MORA) intends to award 2 contracts to provide employment services for legal refugees living in: (1) the Baltimore Area (includes Baltimore City and Anne Arundel, Baltimore, Carroll, Harford and Howard counties) and (2) Montgomery and Prince George's counties. Employment services to refugees in the Baltimore Area will be offered from the Baltimore Resettlement Center (BRC), and services to refugees in Montgomery and Prince George's counties will be offered from the Suburban Washington Resettlement Center (SWRC). **Office space (for service provision - includes certain amenities – see Section 3.2 C. and D.) is being provided by MORA at the BRC and SWRC (see addresses below in Section 1.3).** The small minority of refugees residing outside of the regional jurisdictions above are served by departments of social services, local sponsors and other resettlement agencies. Employment services are defined as direct services that assist an employable adult in preparation for, development of, placement in, or maintenance of employment. Services include outreach, intake and assessment, job placement, job retention, and job upgrade services, when appropriate. Only one contract will be awarded for each regional jurisdiction listed above for a 5-year period beginning on or about October 1, 2009 and ending September 30, 2014.

An Offeror may submit a proposal for more than one regional jurisdiction however an Offeror may not submit more than one proposal for the same jurisdiction. Each Proposal must be bound separately and prepared in accordance with Section IV of this RFP.

### 1.2 Issuing Office

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

Roland Knox  
Procurement Officer  
Maryland State Department of Human Resources  
Procurement Division, Room 946  
311 West Saratoga Street  
Baltimore, Maryland 21201  
Voice Mail – (410) 767-7370  
TTY - 800-925-4434  
FAX - 410-333-0258

### 1.3 Pre-Proposal Conference

A Pre-Proposal Conference will be held on **May 15, 2009** beginning at 10am in the Conference Room, at the Baltimore Resettlement Center, 3516 Eastern Avenue, Baltimore, MD 21224. Metered parking is available. A site visit of the Suburban

Washington Resettlement Center, 8700 Georgia Avenue, Suite 500, Silver Spring, MD 20910, will take place 2 hours after the Pre-Proposal Conference. The Center is walking distance to the Silver Spring metro stop on the red line and County Parking Garages.

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 **May 13, 2009**, all potential Offerors planning to attend call **Roland L. Knox** at **410-767-7370** 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 a copy of this 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 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. Additionally 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 **4** copies of the Technical Proposal and Financial Proposal (See Section IV) must arrive to the Procurement Officer by **June 16, 2009** by **4 p.m.** 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:

Martin Ford, Deputy Director  
Maryland State Department of Human Resources  
Family Investment Administration  
Maryland Office for Refugees and Asylees  
311 West Saratoga Street, Rm. 210  
Baltimore, Maryland 21201  
410-767-7514  
800-925-4434 TTY  
410-333-0244 FAX

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

## **1.8 Glossary Of Terms**

**Asylee** - someone granted asylum (protective status) in the U.S., because s/he is likely to face persecution or death if s/he returns to his or her homeland, based on his or her religion, ethnicity, political opinion, or membership in a particular social group. Those who are granted asylum status are eligible for the same transitional benefits as a refugee, starting on the date asylum is granted.

**Asylum Applicant** – An individual who petitions for asylum status with the federal government, but who has not been officially granted that status.

**Baltimore Resettlement Center (BRC)** – A one-stop service center for refugees and asylees. Located in the Highlandtown neighborhood of Baltimore, the BRC houses staff of several agencies, including the International Rescue Committee, Baltimore City Community College, Lutheran Social Services, the Baltimore City Department of Social Services.

**Economic Self-Sufficiency** is attained when an individual/family earns sufficient income

to support its basic needs without reliance on cash assistance grants.

**Employability Plan** - an individualized plan written for a refugee who is registered for employment services which sets forth a program of services and tasks intended to result in the earliest possible employment of that refugee.

**Employable Adult** (See Employable Refugee)

**Employable Refugee** - a refugee who is not exempt (see below) from registration for employment services, participation in employability service programs, and acceptance of appropriate offers of employment.

**Criteria for exemption** from participation in employability services for any refugee/asylee who meets at least one of the following:

1. Under the age of 16.
2. Between the ages of 16 and 22 years, and regularly attending classes on a full-time basis in grade school or secondary school (12<sup>th</sup> grade or below).
3. Sixty-five years of age or older.
4. Physically or mentally ill, or has been injured seriously enough to prevent entry into employability services (as determined by an appropriate medical authority who is unrelated to the refugee);
5. A primary caretaker for another family member of the family who has a physical or mental impairment requiring care in the home on a substantially continuous basis (as determined by an appropriate medical authority who is not related to the refugee).
6. Working 30 hours or more per week in Unsubsidized Employment and is expected to continue doing so for a minimum of 30 days.
7. Pregnant and has appropriate medical certification attesting that she is due to give birth within the next 6 months.
8. Either a parent or a related caretaker who personally provides full-time care for a child younger than three years of age.

**Employment Retention** - a measure of continued participation in the labor market, not retention of a specific job, as defined in State Letter #03-22 from the U.S. Department of Health and Human Services, Office of Refugee Resettlement, dated November 20, 2003. "Employment" refers to working for wages in an unsubsidized job on the 90<sup>th</sup> day from placement.

**Employment Services** comprise a variety of activities aimed at securing gainful employment for refugee/asylee clients. These include, but need not be limited to, development of a family self-sufficiency plan and an individual employability plan, "world of work" and job orientation, job workshops, job development, referral to job opportunities, job search, and job placement and follow-up.

**English as a Second Language (ESL)** - Intensive instruction in English for students

with limited English proficiency, focusing on life skills and the American workplace, paying particular attention to verbal comprehension and communication.

**Entered Employment (Placement)** is the entry of an active participant in employment services into Unsubsidized Employment for at least one day during the contract period. This includes both agency placements and self-placements. A client's self-placement may only be credited by the agency if there is documented evidence within the case record that the agency was actively serving the client.

As defined in the November 20, 2003, Department of Health and Human Services/Office of Refugee Resettlement (ORR) State Letter #03-22, placements shall meet the following criteria:

Full-time (35 or more hours per week)  
Part-time (fewer than 35 hours per week)

For full text of State Letter #03-22, consult:  
<http://www.acf.dhhs.gov/programs/orr/policy/index.htm#letter>

**Entered Employment with Health Benefits Available** reflects the availability of health benefits (either at placement, or at any time within 6 months after placement) for those individuals who entered full-time employment.

**Family Self-Sufficiency Plan (FSSP)** - a plan that assesses the skills/assets and barriers to employment of the employable members of a family and sets out goals and objectives for both client and service provider for the purpose of enabling the family to become self-supporting through the employment of one or more family members. The FSSP is developed by the voluntary resettlement agency (VOLAG) and shared with the employment services caseworker or, in the case of the Transitional Assistance to Needy Families (TANF) clients, is developed directly by the employment caseworker.

**Fascell-Stone Amendment** - Title V of the Refugee Education Assistance Act of 1980, known as the Fascell-Stone Amendment, requires that Cuban and Haitian entrants be entitled to the same services as refugees under the Refugee Act of 1980. It further makes provision for specific immigration categories of future Cuban and Haitian arrivals to be afforded the same rights as "entrants."

**Federal Refugee Social Services Program** - That portion of ORR-funded services aimed directly at assisting refugees to become self-sufficient. These include Employment Services and English as a Second Language instruction.

**Human Trafficking/Trafficking Victim/T Visa Holder**- a person who has been subjected to force, fraud or coercion for the purpose of sexual exploitation of forced labor. If such an individual is certified as a victim of trafficking by the federal Office of Refugee Resettlement, s/he is eligible for time-limited refugee benefits.

**Humanitarian Parolee** - an immigration status authorized by the U.S. Citizenship and Immigration Services (USCIS) for “urgent humanitarian reasons”; used primarily in cases of medical emergency. Such persons are not eligible for refugee services.

**Immigrant** - an alien admitted to the United States as an actual or prospective permanent resident with the right to eventually obtain citizenship.

**Job Upgrade** occurs when a refugee/asylee moves to a new job or advances in an existing job that provides increased wages and/or better health benefits. Job upgrades are usually achieved as a result of skills training and improved English proficiency.

**Marginal Employment** - is when the formal employment of adults (or groups of adults within families) fails to generate the earnings needed to achieve a minimally acceptable standard of living, either because they work too few hours (insufficient labor supply), and/or because their wages are too low.

**Matching Grant Program** provides refugee assistance and federal matching dollars to national voluntary refugee resettlement agencies (VOLAGS) for short-term intensive services to refugees enrolled in the Matching Grant Program. The Matching Grant Program provides funding for food, shelter, and other support for the second through fourth months the refugee is in the country.

**One-Stop Service Center** - The Baltimore Resettlement Center (BRC) and the Suburban Washington Resettlement Center (SWRC) provide multiple services at single locations.

**Primary Employable Adult** - the individual in a refugee family/assistance unit who is found to have the fewest barriers to employment and most marketable skills.

**Provider** - an agency offering services to refugees and asylees under contract with MORA.

**Public Interest Parolee** - An alien given special permission to enter the U.S. by the US Attorney General. Only Cuban and Haitian parolees are eligible for refugee services.

**Refugee** - a person who while outside the U.S, has been able to establish, to the satisfaction of the U.S. government, that s/he will be in grave danger of persecution or death if s/he returns to his or her homeland, on account ethnicity, religion, or political opinion. Refugees are legally admitted to the U.S. and are eligible for refugee-specific transitional assistance for their first 8 months in this country. A refugee may file papers to adjust to legal permanent resident status.

**Refugee Cash Assistance (RCA)** - the short-term federally-funded cash assistance program that provides a monthly allotment (equivalent to Temporary Assistance for Needy Adults -TANF) for those refugees and other qualified persons who are not eligible for TANF because there are no children in their family/assistance unit. Those determined

eligible can receive RCA payments for up to 8 months from date of arrival as a refugee or humanitarian parolee, or 8 months from the effective date of grant of asylee status or trafficking victim/T Visa status, provided the individual/family/assistance unit income does not exceed the program income ceiling. Refugee Cash Assistance is only available to refugees (and other qualified persons) who reside in Maryland jurisdictions that do not fall within the boundaries of either of Maryland's Public/Private Partnerships.

**Refugee Medical Assistance (RMA)** - the federally funded program that provides coverage for hospital and medical bills for refugees (and other qualified persons) in a manner similar to the Medical Assistance program. This program provides short-term coverage to those refugees who do not qualify for Medical Assistance solely because they are not pregnant and there are no children in their family/assistance unit. Persons determined eligible can remain covered by RMA for up to 8 months from date of arrival as a refugee or humanitarian parolee, or 8 months from the effective date of grant of asylee status or trafficking victim/T Visa status, provided the individual/family/assistance unit's income does not exceed the program income ceiling.

**Refugee Resettlement Program** -With the Refugee Act of 1980, Pub. L. No. 96-212, Congress codified and strengthened the United States' historic policy of aiding individuals fleeing persecution in their homelands. The Act provided foundation for the development of an Office of Refugee Resettlement (ORR) within the Department of Health and Human Services. ORR's mission is to assist refugees and asylees in obtaining economic and social self-sufficiency in their new homes in the United States. To do this, ORR funds and facilitates a variety of programs that offer,- among other benefits and services,- cash and medical assistance, employment preparation and job placement, skills training, English language training and social adjustment.

**Refugee Transitional Cash Assistance (RTCA)** - the short-term federally funded cash assistance program that provides a monthly allotment similar to TANF for those refugees and other eligible persons enrolled in the Public/Private Partnership program, not participating in the Match Grant program, and not receiving TANF or RCA. This front-loaded program (payments are slightly higher than TANF for the first 4 months, lower for the final 4 months) provides short-term coverage to refugees and parolees for up to 8 months from date of entry and to asylees and victims of trafficking for up to 8 months from the effective date of such status, provided the individual/family/assistance unit's income does not exceed the program income ceiling. Only persons who reside in one of the Maryland jurisdictions covered by one of the Public/Private Partnerships for Refugee Resettlement may qualify.

**Resettlement** is a process of assistance to refugees that is considered successful when an individual refugee, or an entire family achieves economic and social self-sufficiency in their new homes in the United States.

**Special Immigrant Visa (SIV)** - an individual from Afghanistan or Iraq who has been granted status under Section 101 (a) 27 of the Immigration and Naturalization Act and, as a result of Section 525 of Public Law 110-161, is eligible for refugee program benefits

for a limited time period (6 months from effective date of status for Afghans, 8 months from effective date of status for Iraqis) provided that they meet other program requirements.

**Suburban Washington Resettlement Center (SWRC)** - a one-stop service center for refugees, located in Silver Spring, the SWRC houses staff of several agencies, including the International Rescue Committee, Baltimore City Community College, Lutheran Social Services, and the Montgomery County Department of Health and Human Services, who provide such services to refugees as case management, cash and medical assistance, Employment Services and English as a Second Language instruction.

**Transitional Assistance to Needy Families (TANF)** - Temporary Aid to Needy Families is a federally funded program of cash assistance for families with children, if the family income is less than the TANF income limit. Refugees who are not on Match Grant may qualify for this program if they meet other program criteria.

**T-Visa - see Human Trafficking/Trafficking Victim/T Visa Holder**

**Unsubsidized Employment** is defined as a paid position in which the employer is responsible for payment of wages and standard payroll deductions.

**Voluntary Resettlement Agency (VOLAG)** is either one of the national resettlement agencies or a state or local government that has entered into a grant, contract, or cooperative agreement with the United States Department of State or other appropriate Federal agency in order to provide for the reception and initial placement of refugees in the United States. There are nine VOLAGs that have agreements with the U.S. State Department to resettle refugees, but only four resettle refugees in the State of Maryland:

- **HIAS** – Hebrew Immigrant Aid Society (local affiliates are JCS – Jewish Community Service, Baltimore and JSSA – the Jewish Social Services Agency of Montgomery County)
- **IRC** – International Rescue Committee
- **LIRS** – Lutheran Immigration and Refugee Services (local affiliate LSS/NCA – Lutheran Social Services of the National Capital Area)
- **USCCB** – United States Catholic Conference of Bishops (local affiliate Catholic Charities Resettlement)

**VOLAG Caseworker** is a staff member of a voluntary agency whose chief duties include counseling and otherwise assisting refugees to become economically self-sufficient, either as individuals or as members of a family unit.

## 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.

## **2.10 Contract Term**

Contracts awarded as a result of this solicitation shall be for a period of five years. They shall begin on or about October 1, 2009, and end September 30, 2014; however, if the term does not start on October 1, 2009, the Contracts will still end September 30, 2014.

## **2.11 Multi-Year Contract**

- A. Contractors are expected to provide employment services for the entire Contract period.
- B. A Fixed Price shall be given for the service and the Fixed Price shall be the same throughout the 5-year Contract except as provided on the Pricing Proposal (**Attachments A.1 and A.2**).
- C. The multi-year Contracts 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 Contractors on a timely basis if the funds are not available for the continuation of the Contracts for each succeeding fiscal period;
- E. Offerors shall submit prices for the entire time of performance.

## **2.12 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 commercial nondiscrimination, anti-bribery, non-collusion, debarment, and financial disclosure and political contribution disclosure affirmations.

## **2.13 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.

## **2.14 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.

## **2.15 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.

## **2.16 Contractor's Responsibilities**

The selected Offeror(s) shall be responsible for rendering services within the category for which they have been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. Additional information regarding MBE

subcontractors is provided under Sections 2.26 through 2.31 below. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

## **2.17 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.

## **2.18 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. The Offeror must enter its legal name in the appropriate spaces on the first page of the Contract and the Federal Tax Identification Number or Social Security Number and the dollar amount of the Proposal on page two.

## **2.19 Payment Terms/Billing**

The successful vendors shall bill the Department on a monthly basis by the 15<sup>th</sup> of each month (**Monthly Invoice, Attachment S**). Payment shall be made based on 1/12<sup>th</sup> of the annual Contract price (Attachment A1 and 2).

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

To recoup any reduced or withheld funds, Contractors shall within 10 days after receipt of written notice from the State's Project Manager provide a Corrective Action Plan (CAP) to improve performance to a satisfactory level. The CAP shall identify specific

changes to remedy noncompliance, data to verify corrective action, steps to limit reintroduction of noncompliance to agreed performance standards, the time limit to complete the changes, and progress reports. Once the CAP has been received along with any defective or outstanding deliverable(s) and the State's Project Manager renders approval of the plan and/or deliverable(s), payment(s) will be released.

Invoices shall be addressed to: Elizabeth Chernin  
Maryland Office for Refugees and Asylees  
Department of Human Resources  
311 West Saratoga Street, Rm. 211  
Baltimore, MD 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.

## **2.20 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.**

#### **2.21 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.

#### **2.22 Contract Type**

The Contracts resulting from this RFP shall be Fixed Price - Indefinite Quantity Contracts, in accordance with COMAR 21.06.03.02 and 21.06.03.06.

#### **2.23 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.

A single contract will be awarded for each jurisdiction, one for the Baltimore Area and one for Montgomery and Prince George's counties based on the availability of Federal funds.

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

#### **2.24 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 and regulations 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.

## **2.25 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.

## **2.26 Minority Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation.

## **2.27 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.

## **2.28 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 (MBE) goal stated in this Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

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

An MBE subcontract participation goal of **3%** 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.

## **2.30 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 2.29**). 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.

**The failure of an Offeror to complete and submit Attachments G and H shall result in a determination that the Proposal is not susceptible of being selected for award (COMAR 21.11.03.09).**

- 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 (see below) that complies with COMAR 21.11.03.11 (see Section E. Waiver).
  - 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.

### **2.31 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.

### **2.32 Insurance Requirements**

- A. The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents,

servants, employees or subcontractors.

- B. The Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.
- C. The Contractor shall provide a copy of the Contractor's current certificate of insurance, that, at a minimum, shall contain the following:
- 1) Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
  - 2) General Liability - The Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement.
    - \$2,000,000 - General Aggregate Limit (other than products/completed operations)
    - \$2,000,000 - Products/completed operations aggregate limit
    - \$1,000,000 - Each Occurrence Limit
    - \$1,000,000 - Personal and Accidental Injury Limits
    - \$ 50,000 - Fire Damage Limit
    - \$ 5,000 - Medical Expense
- D. Upon execution of a Contract with the State, Contractor shall provide the State with current certificates of insurance, and shall update such certificates from time to time, as directed by the State.
- E. The State shall be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Worker's Compensation excepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than 60 days advance notice of any non-renewal, cancellation, or expiration. In the event the State receives a notice of non-renewal, the Contractor shall provide the State with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

### **2.33 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**).

#### **2.34 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. The State reserves the right to make an award without holding discussions if it is deemed to be in the best interest of the State.

#### **2.35 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.

#### **2.36 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 Q**). 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 are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror 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 Contracts resulting from this solicitation have been determined to be Tier 1 Contracts.**

### **2.37 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 R**). 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.

### **2.38 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.

### **2.39 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.

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## SECTION III. SPECIFICATIONS

### 3.1 **Background**

Under the Refugee Act of 1980, the U.S. Department of Health and Human Services (HHS), Office of Refugee Resettlement (ORR), funds States to provide cash and medical assistance, employment and training programs, and support services to employable refugees to ensure their early employment and economic independence shortly after arrival in the United States. The Maryland Department of Human Resources, Family Investment Administration, Maryland Office for Refugees and Asylees (MORA) administers federally funded programs for Refugees in the State. Currently, Refugee Cash Assistance (RCA) and Refugee Medical Assistance (RMA) are available to refugees for a maximum of 8 months after arrival. Employment services for refugees are intended to reduce or eliminate refugee public assistance dependency through job placement. For historical data showing Refugee Resettlement in Maryland and clients enrolled in employment services in Maryland by county and by country of origin for the past 5 years, see **Attachment T.1 – Asylees Served in Maryland, Attachment T.2 – Refugees Resettled in Maryland and Attachment T.3 (3 pages) – Clients Enrolled in Employment Services in Maryland.** MORA has funded employment services for refugees since 1980.

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

Refugees most often arrive in the U.S. with few material resources and little knowledge of what it takes to be successful here. Their skills and abilities may vary, but they have a common need to become familiar with their new land so as to achieve self-sufficiency. They need to learn English and to acquire daily life skills and an understanding of the American “world of work.” To address such needs, VOLAGS assist each client in developing a Family Self-sufficiency Plan (FSSP) to assess skills/assets and barriers to employment and to set goals and objectives for both the client and service provider. This FSSP is shared with the Employment Services Providers.

During their first months in the U.S., many refugees must utilize public assistance in order to sustain themselves. Many asylees utilize public assistance after asylum status has been granted. VOLAGS, local Departments of Social Services, and ESL programs assist refugees in establishing new lives, referring them to refugee employment services. Employment services must help refugees establish gainful employment and a level of income sufficient to minimize the need for public benefits.

The Department of Human Resources is committed to reducing refugee dependence on cash assistance by making effective employment services readily available to refugees in Maryland. Any employable refugee who is a Maryland resident and who has lived in the U.S. for less than 60 months is eligible for employment services. All asylees are eligible for refugee employment services during the first five years after asylum status has been

granted. Victims of human trafficking are eligible for all federally funded or federally-administered benefits and services to the same extent as refugees. For convenience, the term “refugee” is used in this RFP to encompass all such eligible persons.

The employment services process includes intake and assessment, in which client skills and needs are evaluated; job development and placement, which matches clients with appropriate employment; follow-up consultations that ensure mutual satisfaction of both refugee and employer clients over a 90-day period; and job upgrades, if appropriate.

All employable members of the household are strongly encouraged to work. Every effort is made to provide suitable employment for the primary employable adult, and strategies are developed to allow other employable adults to enter employment.

#### **A. Client Eligibility**

Eligibility for refugee employment services includes persons who meet all requirements of 45 CFR 400.43. Eligible persons include:

1. Individuals paroled as a refugee or granted political asylum (admission pursuant to Section 203(a)(7) as indicated by U.S. Citizenship and Immigration Service (USCIS) (<http://www.uscis.gov>): Form I-94);
2. Individuals who entered the country with refugee status designation as indicated on USCIS Forms I-551, I-151 or I-94, or who hold permanent resident status as a result of adjustment of status under PL 96-212;
3. Cuban/Haitian entrants identified as such on the USCIS Form I-94;
4. Cubans/Haitians arriving in the U.S. after October 10, 1980, and who have been released by the USCIS pursuant to USCIS regulations, and otherwise qualify under any of the categories specified in the Fascell-Stone Amendment;
5. Individuals who are victims of human trafficking, who have received a “T-visa”, and thus, are certified as eligible for refugee services;
6. Afghan immigrants with Special Immigrant Visas (SIV), who entered the U.S. on or after December 26, 2007, are eligible for 6 months from date of entry with SIV status (<http://www.acf.hhs.gov/programs/orr/policy/sl08-06.htm>); and
7. Iraqi immigrants with Special Immigrant Visas, who entered the U.S. on or after December 26, 2007, are eligible for 8 months from the date of entry with SIV status ([www.acf.hhs.gov/programs/orr/policy/sl08-06.htm](http://www.acf.hhs.gov/programs/orr/policy/sl08-06.htm)).

While any employable refugee who has lived in the U.S. for less than 60 months is eligible for employment services, the Federal Refugee Social Services Program,

as set forth in 45 CFR 400.147, has established the following order of priority, except in certain individual extreme circumstances:

- (a) All newly arriving refugees during their first year in the U.S. who apply for services;
- (b) Refugees who are receiving cash assistance;
- (c) Unemployed refugees who are not receiving cash assistance; and
- (d) Employed refugees in need of services to retain employment or to attain economic independence.

**NOTE:** Refugees resident in the U.S. for more than five years are not eligible for employment services. Humanitarian parolees, public interest parolees, asylum applicants, and immigrants are also ineligible for services under this RFP. Refugees who participate in the Health and Human Services (HHS) Match Grant Program also are not eligible for federally funded State-administered refugee employment services during the months they are enrolled in the Match Grant Program.

**B**     **Allowable Services:**

**1. Employment Services**

Employment services are a comprehensive array of employment and instructional services aimed at addressing the needs of refugee households receiving Transitional Assistance to Needy Families (TANF) or Refugee Transitional Cash Assistance (RTCA)/Refugee Cash Assistance (RCA), as well as non-public assistance refugee households. Priority will be given to serving all TANF/RTCA/RCA clients.

A comprehensive employment services strategy also includes client referrals to ESL classes and to no cost or low-cost vocational or job skills training. (Referrals to no cost or low-cost vocational or job skills training for employed refugees need not be refugee-specific.) Credential evaluation services and re-certification options for refugees with a college education or professional specialization are also part of a well-designed employment services program.

Employable refugees are those who are 16 years of age or older and who are not full-time students in elementary or secondary school. However, a full-time student may be provided employment services in order to obtain part-time or temporary employment or to obtain full-time permanent employment upon completion of schooling. From the initial referral, employment services providers develop strategies to help clients to become self-supporting, whether as individuals or as families.

**2. Cultural Adjustment Services**

Because of the many cultural and linguistic barriers that refugees face, they may require additional services. Under this RFP, funds are available for individual or group orientations with the goal of conveying information necessary for adaptation and independent functioning in the U.S. Topics may include, but are not limited to: consumer education, safety, health, school orientation, cultural adaptation, legal rights and responsibilities, family relations, and financial literacy.

### **3. Client Support**

A support service ancillary to job development/job placement may be offered on an as-needed basis to clients entering employment. Expenditures of up to \$200 per client may be used to subsidize transportation to and from the work site until the client receives the first paycheck and to purchase equipment and supplies to begin work (e.g. safety glasses, work shoes and gloves).

### **4. Transportation Assistance**

Transportation funds may be disbursed to clients receiving public assistance to allow them to participate in services found in their Family Self Sufficiency Plan (FSSP). Eligible clients are those receiving public assistance, but not receiving transportation assistance directly from public assistance.

## **C. State Supplied Services and Facilities:**

### **1. Facilities**

Employment services to refugees in the Baltimore Area are offered from the Baltimore Resettlement Center (BRC), and services to Refugees in Montgomery and Prince George's counties are offered from the Suburban Washington Resettlement Center (SWRC).

**Note:** Offerors intending to provide employment services to refugees should note that the BRC and SWRC house staff of several agencies who provide such services to refugees as case management, cash and medical assistance and English as a Second Language.

The Refugee Employment Services Provider(s) will be supplied with offices/cubicles at both locations. The SWRC and BRC also provide for shared use internet service, phone service, IT support, fax/copier, printers, connectivity to the SWRC/BRC servers, general office supplies (copy paper, housekeeping items, toner for common area printers/fax), equipment maintenance and property insurance. The SWRC and BRC also provide phones for each workstation that will be connected to the SWRC/BRC phone service provider. There are currently 5 workstations available for the

Contractor located at the Baltimore Resettlement Center and 7 at the Suburban Washington Resettlement Center. The annual cost share is estimated to be \$19,428 for the BRC and \$21,600 for the SWRC for the 5-year contract period. Offerors are to insert the appropriate annual cost share in its Line Item Budget Worksheet (**Attachment A1, line 15**).

## **2. Services**

MORA currently has agreements with Baltimore City Community College and Montgomery College for providing English as a Second Language (ESL) for refugees residing in the Baltimore Area and Montgomery and Prince George's counties at no cost to refugee clients. Classes usually occur three to four times a week (usually mornings) for periods that may run from 6 to 10 weeks. The list of ESL instruction providers will be made available to the successful Offeror(s) at the Post-Award Orientation Conference (see RFP Section 3.7). Low cost and free Adult Basic Education classes in ESL are also available through local education agencies, from which may be requested information on schedules and costs.

### **D. Working Hours**

The Employment Service Provider(s) is required to be in operation between the hours of 9:00 a.m. – 5:00 p.m., Monday through Friday, except for designated Holidays and other closings as indicated in the Offeror's Proposal(s).

### **3.3 Objective**

To provide employment and other related services for employable refugees to ensure their economic self-sufficiency shortly after arrival in the United States.

### **3.4 Requirements**

#### **A. Offeror Requirements**

Contractors shall:

1. Demonstrate experience in providing employment services to foreign-born persons, and
2. Engage staff who have language proficiency and cultural knowledge of newly arriving refugee populations, in order to provide services in a linguistically and culturally appropriate manner.

#### **B. Contractor Requirements**

Contractors shall:

1. Comply with all terms and conditions of Title 45 of the Code of Federal Regulations, Parts 74 and 92 <http://www.gpoaccess.gov/cfr/index.html>.
2. Provide services to the maximum extent feasible “in a manner that is culturally and linguistically compatible with a refugee’s language and cultural background,” in accordance with 45 CFR 400.156 (<http://www.gpoaccess.gov/cfr/retrieve.html>).
3. Employ or contract with staff who have prior experience providing services to foreign-born persons, who speak the native language of the clients and are culturally knowledgeable of the refugee populations.
4. Provide employment services to the specified non-English speaking populations.
5. Include on employment services staff bilingual/bicultural women to ensure adequate access by refugee women (see **Attachments T.1, T.2 and T.3**).
6. Provide outreach to identify refugees eligible for employment services. Assist any refugee requesting assistance in job placement who is a recipient of cash assistance or who is unemployed or marginally employed and has resided in the U.S. for less than 5 years (for asylees, eligibility for services starts from the date asylum status is granted).
7. Provide linguistically appropriate intake and employability assessments for refugees who live in the jurisdiction and have resided in the U.S. for less than five years.
8. Develop an agreement to be explained to and signed by the refugee acknowledging understanding of the terms under which services will be provided and their duration.
9. Create and provide to refugees a comprehensive employment orientation plan. Employment orientation to refugees shall be linguistically appropriate with an emphasis on typical American workforce expectations, including the concept of FICA/tax withholding and the interrelated concepts of job mobility and “the career ladder.” Employment orientation shall be comprehensive, giving an overview of the American work environment and attitudes about work. It shall emphasize that both spouses should work. Additionally, because the primary goal of the program is to reduce cash assistance dependency and ensure early economic self-sufficiency, orientation shall emphasize the positive aspects of early employment.
10. Use the FSSP to assess each employable refugee in terms of education, English language proficiency, work experience, transferability of skills developed in previous employment, barriers to immediate job placement, and short and long-

term employment goals.

11. Provide refugees with information on services that evaluate foreign-origin credentials (e.g., diplomas or professional licenses) and offer refugees with a college education or professional specialization options to attain “re-certification” in their fields of expertise, if appropriate.
12. Implement a comprehensive strategy of job development and placement for all employable refugees.
13. Develop individualized employability plans for families on TANF that are consistent with the assets, barriers, goals and family budget analysis of the FSSP.
14. Identify a range of job openings: from entry-level positions to benefit those limited English proficient refugees seeking first-time employment, to more technically-oriented or professional positions for refugees with higher level transferable job skills. Based on refugee English language proficiency and job skill qualifications, Contractors shall make every attempt to locate job placements that exceed minimum wage and provide health benefits.
15. Identify no cost or low-cost training programs and indicate the criteria for referral to those programs.
16. Provide transportation and accompaniment to job interviews for refugees in their first eight months in the U.S. and for asylees, as needed.
17. Place refugees lacking their own vehicles in jobs accessible to their home by public, or employer-provided transportation with one-way commute times not exceeding an hour (including time walking to access public transportation and any transfer time). Provide, if needed, a public transportation subsidy to refugees for the first 10 days of employment or until the first paycheck is received.
18. Offer follow-up services for working refugees and their employers to maximize employment retention for at least 90 calendar days after placement.
19. Provide job upgrades to refugees who seek them after their first year of employment.
20. Consult at least monthly with VOLAG caseworkers concerning progress toward employment and client cooperation with employment services providers for newly resettled refugees (those within their first eight months of resettlement).

**Procedures for Referral**

21. Establish communication with existing resettlement network service providers and provide referrals to them and to other refugee service providers, such as ESL Providers (the list of refugee service Providers will be available to the successful

Offeror(s) at the Post-Award Orientation Conference.

### **Procedures for Adverse Determinations Concerning a Client**

22. Develop and implement a process for reviewing and providing a fair hearing when disputes arise regarding a client's failure or refusal to participate in appropriate employability services, or to accept an appropriate offer of employment.
23. Ensure written notice is provided (in the client's native language, if appropriate) at least two weeks prior to the proposed action to terminate, discontinue, or suspend services. Notification shall include an explanation of the reason for the action, the consequences of such failure or refusal to cooperate, and the right to and method for obtaining a fair hearing. Notification shall be provided to the refugee case manager or the Director of the VOLAG who sponsors the Refugee, simultaneous to the notice to the refugee.

### **Performance Requirements (Attachment U)**

24. Place at least 80% of the annual caseload of Refugees registered for employment services in unsubsidized employment (The annual caseload is 1/5<sup>th</sup> of the 5-year contract period caseload. All performance outcomes are based on the annual caseload. See **Attachment U** for performance requirements for each regional jurisdiction).
25. Assist at least 20% of annual initial placements into job upgrades.
26. Ensure that at least 85% of full-time job placements carry health benefits.
27. Limit placements in part-time employment (where the employee works 30 hours or less per week) to no more than 20% of all unsubsidized job placements.
28. Ensure that at least 85% of the refugees placed are employed on the 90<sup>th</sup> day after placement. Methods towards this end may include:
  - a) Providing each employer with telephone number(s) at which the employment counselor can be reached for assistance in resolving any problems that may arise;
  - b) Providing employers of limited English proficient refugees with the name and telephone number(s) of at least one bilingual individual who speaks the language of the refugee and is willing to interpret when needed;
  - c) Consulting with the employer within three (3) days after job placement to determine if problems have arisen and if so, attempt to resolve them;

- d) Documenting employment retention in each refugee's case file;
- e) Acting to close the case after the 90<sup>th</sup> day of employment retention.

### **Administration**

- 29. Create for each eligible family (including single clients) a family self-sufficiency case file, which shall contain:
  - a) Copies of social security cards and immigration documents including alien numbers and date of entry into the U.S. as a refugee or in the case of an Asylee, date asylum was granted;
  - b) Contact information for the refugee (i.e., address and phone number);
  - c) A signed copy of the agreement of the terms under which services will be provided and their duration;
  - d) An employability plan for each employable family member;
  - e) Job placement and retention information for each registrant;
  - f) Documented referrals to ESL and Vocational Training Program providers; and
  - g) A coherent FSSP developed by the resettlement agency caseworker or an Employment Services caseworker in cooperation with the refugee family.
- 30. Establish and maintain a client database to provide narrative and statistical reports to the State's Project Manager via email, using at minimum Microsoft Office 2003.
- 31. Attend mandatory bi-monthly Providers' Meetings (a meeting schedule will be provided at the Post-Award Conference to the successful Offeror(s)).
- 32. Provide an annual audit report of refugee program funds that is due to the State's Project Manager within 45 days after each year of the Contract, if requested.

### **Monitoring Requirements**

- 33. Develop and ensure compliance with the monitoring plan for any subcontracts or interagency agreements to be awarded; and, if necessary, establish internal procedures for corrective action (see Section 4.3).

34. Upon written request from the State Project Manager, make case files, accounts and records available to State or Federal staff authorized to inspect such records for purposes of monitoring performance and auditing these Contracts. Whenever possible the State Project Manager will provide prior notification for any site visit, audit or review of case documentation. MORA reserves the right to conduct employer surveys (by phone or in writing) and to schedule site visits or conduct random unannounced site visits of Contractor and subcontractors' facilities as part of its monitoring and auditing process.

### **Reporting**

35. Provide trimester-based narrative Performance Reports (not to exceed five pages) to the State's Project Manager (see Section 3.5), due 10 days following the trimester reporting period as follows:

<u>Date Due</u>	<u>Reporting Period</u>
(1) February 10	(October 1 - January 31);
(2) June 10	(February 1 - May 31);
(3) October 10	(June 1 - September 30).

Narrative Reports should cover the following topics:

- a) Activities undertaken during the reporting period, specifically activities intended to accomplish the annual outcome goals and objectives, as well as any interim objectives achieved within the reporting period;
- b) Discussion of data elements that warrant explanation, such as noticeable increases or decreases from previous periods (e.g., significant changes in refugee employment or other service outcomes relevant to the numbers of refugees accessing RCA/RMA);
- c) Other relevant activities, program initiatives, accomplishments or problems.

36. Narrative Annual Reports, encompassing the same information as the Trimester Report for the 12-month period (not to exceed five pages), are due to the State's Project Manager (see Section 3.5) by the end of the month following the close of the report year.

37. Monthly Refugee Assistance Program (RAP) statistical reports: RAP 15 case opening/closing reports (**Attachment V.1**) shall be completed for each customer (active enrollment or closed case) and submitted monthly to the State's Project Manager together with the RAP 12, Monthly Placement and Retention Report (**Attachment V.2**). Both RAP 15 and RAP 12 Reports are due by the 5th of the month following the close of the report month.

- 38. Copies of Monthly Reports (**Attachments V.1 and V.2**) are due to ESL Providers and VOLAG caseworkers by the 15<sup>th</sup> of the month following the close of the report month (see Section 3.5).
- 39. Prime Contractor Unpaid MBE Invoice Reports (**Attachment K**) are due to the State's Project Manager (in lieu of the Contract Monitor as noted on Attachment K) and the DHR MBE Liaison (the address is noted on Attachment K) by the 15<sup>th</sup> of the month following the close of each report month.
- 40. Subcontractor Payment Report (**Attachment L**) are due to the State's Project Manager (in lieu of the Contract Monitor as noted on Attachment L) and the DHR MBE Liaison (the address is noted on Attachment L) by the 15<sup>th</sup> of the month following the close of each report month.
- 41. Annual Financial Audit of refugee program funds are due to the State's Project Manager within 45 days after each year of the Contracts, if requested.

**3.5 Deliverables**

All deliverables shall be submitted to the State Project Manager, Martin Ford; Deputy Director, Maryland Office for Refugees and Asylees, Rm. 210; 311 West Saratoga Street; Baltimore, MD 21201. Narrative reports shall be submitted electronically to Martin Ford using, at minimum, Microsoft Office 2003 (the e-mail address will be provided at the Post-Award Conference).

- A. Monthly Invoices (**Attachment S**) - due within 15 days after the close of each report month, and a final invoice, due within 60 days after the close of the 5-year contract period. Invoices not submitted within 60 days after the close of the contract period will not be paid.
- B. Trimester-based narrative Performance Reports (not to exceed five pages) - due 10 days following the trimester reporting period as follows:

<u>Date Due</u>	<u>Reporting Period</u>
(1) February 10	(October 1 - January 31);
(2) June 10	(February 1 - May 31);
(3) October 10	(June 1 - September 30).

- C. Narrative Annual Reports - due by the end of the month following the close of the report year.
- D. Refugee Assistance Program (RAP) Statistical Reports (RAP 15) - due by the 5th of the month following the close of the report month.
- E. Prime Contractor Unpaid MBE Invoice Reports (**Attachment K**) due by the 15<sup>th</sup> of the month following the close of each report month.

- F. Subcontractor Payment Report (**Attachment L**) due by the 15<sup>th</sup> of the month following the close of each report month.
- G. Annual Financial Audit due within 45 days after each year of the Contract period, if requested.
- H. Copies of Monthly Reports (**Attachments V.1 and V.2**) due to ESL Providers and VOLAG caseworkers by the 15<sup>th</sup> of the month following the close of the report month.

Failure to submit required reports/information within timeframes identified may result in termination of any Contract awarded through this RFP or reduction/withholding of Contract payment as identified in Section **2.19** of this RFP. Final invoice payment is contingent upon receipt of all deliverables identified above.

### **3.6 Contractor's Project Manager**

Contractors shall designate an individual to serve as the Contractor's Project Manager who will be responsible for the overall performance of the Contracts two weeks before the beginning of the Contracts. The Contractor's Project Manager shall be available to discuss the day-to-day operations of the project as well as attend any meetings or evaluations established by MORA for the duration of the Contracts. The Project Manager will be given advance notice of date, time and location of these meetings.

### **3.7 Post-Award Orientation Conference**

Within two weeks after the Contract start date, the State's Program Manager and Research Statistician, Contractors and/or Contractors' Project Managers, and any other State 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. MORA will inform the successful Offeror(s) of the date, time and location of the Post-Award Orientation Conference.

## 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 terms, 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 simultaneously 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 work plan to achieve the objectives and requirements 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 Section of this RFP. 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 proposed work plan shall:

1. Be clear, comprehensive, sound and reasonable, demonstrating Offeror's knowledge of Maryland's Refugee/Asylee populations.
2. Describe in detail Offeror's methodologies that are culturally and linguistically

appropriate to Limited English Proficient Refugee populations.

3. Describe in detail Offeror's coordination with the overall Resettlement network in the area.
4. Describe in detail processes for project management, and progress reporting.
5. Clearly describe Offeror's committed resources to achieve performance measures.
6. Clearly describe any special equipment or special approaches to fulfill requirements.

**B. Qualifications**

A description of the Offeror's qualifications shall clearly show the following:

1. Organizational history
2. Professional and educational qualifications
3. Related experience and/or training

**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 to include a concise and complete description of the refugee/asylee target population, their need for proposed services and the nature and scope of work involved.

**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 professional references to support the Proposal. The references shall be current. 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.
- e) Any judgments and outstanding legal actions against the Offeror within the past five years, including the case name, number, court and final ruling or determination from the court.

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 applicable): 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**
3. Medicare, Medicaid Patient and Program Protection (if required) – **Attachment N/A**
4. Certification Regarding Lobbying - **Attachment O**
5. Living Wage: Affidavit of Agreement – **Attachment Q**

#### **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**  
Budget Categories and Instructions – **Attachment A.2**

Offerors shall submit prices for the entire time of performance on the Pricing Proposal (**Attachment A**) and the Line Item Budget Worksheet (**Attachment A.1**) in accordance with **Attachment A.2** - the Allowable Budget Categories and Instructions for Completing Attachments A and A.1.

#### **Living Wage**

The Contractor shall be compliant with the Living Wage requirements in Section 2.35 of this RFP.

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## **SECTION V. EVALUATION PROCEDURES**

### **5.1 Evaluation Committee**

All Offerors' 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 Offerors 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 offer 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 Offeror 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 Offeror's resident State that pertains to that State's treatment of nonresident Offerors.

### **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 Offerors who are initially classified as reasonably susceptible of being selected for award, or potentially so, will be given an equal opportunity for discussion.

Those Proposals determined at any time to be not reasonably susceptible of being selected for award or Offerors determined to be 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, which have not previously been eliminated. 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. 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 4.3 G**

## **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 for each Proposal in order to establish a financial ranking of each Proposal, from the lowest to highest Grand Total price (as submitted on **Attachment A**, Pricing Proposal Form).

## **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.

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## SECTION VI. APPENDICES

Attachment A	Pricing Proposals (to be prepared by the Procurement Officer, completed by Offeror and returned with Proposal)
Attachment A.1	Line Item Budget Worksheet
Attachment A.2	Line Item Budget Worksheet A1 instructions
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 only)
Attachment E	Electronic Funds Transfer (form COT/GAD X-10) (mandatory for all Contracts expected to exceed \$200,000 - includes base + options years – <u>if a new registrant</u> submit to the Comptroller’s Office upon notification of selection for award)
Attachment F	Minority Business Enterprise Report (complete and submit with Technical Proposal)
Attachment G	Certified MBE 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	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	Living Wage: Affidavit of Agreement
Attachment R	Hiring Agreement (submitted within 10 working days after notification of apparent award)
Attachment S	Purchase of Service Invoice
Attachment T.1	Refugee/Asylee Data
Attachment T.2	Refugee/Asylee Data
Attachment T.3	Refugee/Asylee Data (3 pages)
Attachment U	Performance Requirements
Attachment V.1	Refugee Assistance Program Reports (RAP 15)
Attachment V.2	Refugee Assistance Program Reports (RAP 12)