Maryland Department of Health

REQUEST FOR PROPOSALS (RFP)

SOLICITATION NO. MHCC 18-001

Issue Date: December 14, 2017

Maryland Nursing Home Experience of Care Surveys

NOTICE

A Prospective Offeror that has received this document from the Maryland Department of Health website, https://emaryland.buyspeed.com/bso/, or a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP should immediately contact the Procurement Officer and provide the Prospective Offeror’s name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation
STATE OF MARYLAND
NOTICE TO VENDORS

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

Title: Maryland Nursing Home Experience of Care Surveys
Solicitation No: MHCC 18-001

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

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

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

REMARKS:
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Vendor Name: ___________________________________________   Date: ______________________

Contact Person: _________________________________   Phone (____) _____ - ______________________

Address: ______________________________________________________________________

E-mail Address: ____________________________________________________________
STATE OF MARYLAND  
Maryland Department of Health  
RFP KEY INFORMATION SUMMARY SHEET  

Request for Proposals: SERVICES: Maryland Nursing Home Experience of Care Survey  

Solicitation Number: MHCC 18-001  

RFP Issue Date: December 14, 2017  

RFP Issuing Office: Maryland Health Care Commission  

Procurement Officer: Andrea Allen  
4160 Patterson Avenue Baltimore, MD 21215  
Phone: (410) 764-8791 Fax: (410) 358-8811  
e-mail: andra.allen@maryland.gov  

Contract Monitor: Theressa Lee  
Maryland Health Care Commission  
4160 Patterson Avenue Baltimore, MD 21215  
Phone: (410) 764-3328 Fax: (410) 358-1311  
e-mail: Theresa.Lee@maryland.gov  

Proposals are to be sent to: Maryland Health Care Commission  
4160 Patterson Avenue  
Baltimore, MD 21215  
Attention: Andrea Allen  

Pre-Proposal Conference: January 25, 2018 @ 11 a.m. Local Time  
4160 Patterson Avenue  
Baltimore, MD 21215  
Conference Room 100  

Proposal Due (Closing) Date and Time: February 21, 2018 @ 4p.m. Local Time  

MBE Subcontracting Goal: 29%  

VSBE Subcontracting Goal: 1%  

Contract Type: Firm Fixed Price as described in COMAR 21.06.03.02.A(1) with respect to the fixed work component, and an Indefinite Quantity Contract with Firm Fixed unit prices as defined at COMAR 21.06.03.02 & 21.06.03.06.A.(2)  

Contract Duration: Five (5) years  

SBR Designation: No
Federal Funding: No
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SECTION 1 – MINIMUM QUALIFICATIONS

1.1 Offeror Minimum Qualifications

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

1.1.1 The Offeror shall have a minimum of three (3) years’ experience within the past five (5) years in health care consumer survey administration and health care consulting with data analysis and report writing deliverables.

1.1.2 As proof of meeting this requirement, the Offeror shall provide with its Proposal as many references as necessary from the past five years that collectively attest to the offeror’s required years of experience in health care consumer survey administration, data analysis and report writing deliverables.

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SECTION 2 – CONTRACTOR REQUIREMENTS: SCOPE OF WORK

2.1 Summary Statement

2.1.1. The Maryland Health Care Commission (MHCC) is issuing this Request for Proposal (RFP) to obtain a Contractor with consumer health care survey administration experience who will be responsible for the biennial administration, analysis of data, and reports of findings on family/responsible party experience of care in Maryland nursing homes. Under the provisions of Health-General Article §19-135(d), the Commission is required to: “develop and implement a system to comparatively evaluate the quality of care and performance of nursing facilities on an objective basis”, and annually publish the summary findings of the evaluation. The survey processes to be implemented under the Contract that results from this solicitation will collect information about the experience of care from families/responsible parties. Specifically, the Contractor will be responsible for carrying out all activities under the following categories: pre-survey, survey administration, response and data analysis, production and distribution of annual facility, statewide and methodological reports, and public use dataset development.

2.1.2. It is the State’s intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is biennially over a 5 year period for 3 biennial administration.

2.1.3. The Department intends to make a single award to the Offeror whose proposal is deemed to be the most advantageous to the state. See RFP Section 4.9 for more Contract award information.

2.1.4. An Offeror, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

2.2 Background and Purpose

A 2004 study conducted for the MHCC provided an overview of nursing home satisfaction literature and recommendations for implementation, collection and public reporting of satisfaction with nursing home care (“Maryland Nursing Home Consumer Satisfaction - Recommendations Report” March 2004). In the fall of 2005, the MHCC selected a survey instrument and Contractor to pilot a nursing home family experience of care survey. Following this successful pilot, family experience of care surveys for long-stay residents (having a stay of 90 days or longer) were conducted annually from 2007 to 2016. The survey captures family/responsible party satisfaction with services provided to Maryland nursing home residents and is intended to aid consumers in their decision-making process as they seek nursing home services.

2.3 Scope of Work - Requirements

The MHCC plans to authorize surveying the family/responsible party experience of care of long-stay residents biennially (every other year) or at MHCC’s discretion. The survey was last administered in 2016 and is expected to be administered next in 2018. The MHCC will unilaterally determine whether to authorize the above named surveys for any given year and payment will only be made to the Contractor for a survey authorized by MHCC. There is no guaranteed minimum or maximum number of survey(s) to be conducted.
2.3.1 General Requirements
The Contractor shall perform the following tasks:

2.3.1.1 Contract Commencement

2.3.1.1.1 Kick-Off Meeting

By the 15th Business Day after Contract Commencement, the Contractor shall attend a kick-off meeting to present the proposed work plan and communication plan as proposed in Contractor’s Technical Proposal. Kick-off meeting discussions will be used to revise the work plan and a communication plan. The Contractor will make appropriate changes to the work plan and communication plan and resubmit to the Contract Monitor within ten (10) Business Days after the kick-off meeting.

2.3.1.1.2 Work Plan

The Contractor’s work plan shall be derived from the submitted proposal (see RFP Section 5.4.2.6), accordingly with all requested revisions from the Contract Monitor. The work plan shall be detailed with a project management flow chart (for example, Microsoft Project) that contains at a minimum the following information:

a. Each major step of the project with specific tasks and dates for completion;
b. Name and position title of each staff member responsible for each specific task, and the number of hours assigned to each staff member to complete each task; and
c. Inputs and resources needed for the project.

If the Contract Monitor authorizes a survey in any year of the Contract period, the Contractor shall submit an updated work plan described in this section for approval within ten (10) Business Days after the commencement date of each subsequent Contract year. The work plan update will reflect information specific to the survey authorized by the MHCC for the applicable year.

2.3.1.1.3 Communication Plan

The communication plan will be used to obtain from Maryland nursing homes information needed to obtain a list of responsible parties or individuals using the services and to facilitate survey activities. Effective communication with each nursing home is a critical factor in the success of survey administration because of the importance of enlisting the cooperation and assistance of nursing home facility in identifying potential respondents and in using the results of the survey to improve care. The Contractor’s communication plan shall be derived from the submitted proposal (see RFP Section 5.4.2.6.5), accordingly with all requested revisions from the Contract Monitor, and shall include a methodology for:

a. determining an appropriate contact person for each Maryland nursing home who can provide information from which a list of responsible parties or users of services can be derived; and
b. communicating with each nursing home throughout the survey period to respond to questions concerning the survey and following the data collection period to describe how staff can use survey results.
This plan shall address the title or position of the facility contact person, the format and content of the communication, and the time frame for executing the communication plan. All written communications prepared by the Contractor shall be approved by the MHCC prior to distribution to any nursing home.

If the Contract Monitor authorizes a survey in any year of the Contract period, the Contractor shall submit an updated communication plan described in this section for approval within 10 Business Days after the commencement date of each subsequent contract year.

2.3.1.2 Survey Administration, Data Collection and Analysis

2.3.1.2.1 Meetings

The Contractor shall be available to meet with the Contract Monitor and/or other designated MHCC staff, as necessary, to facilitate project implementation and monitor progress. During the first year of the contract, the frequency of meetings or conference calls shall be weekly. After implementation of major Start-up activities, as determined by the Contract Monitor, the Contractor shall meet with the Contract Monitor on an as-needed basis.

2.3.1.2.2 Determine Sample Size, Methods for Sample Selection, Survey Methodology

In determining the size of the sample population to be used for the authorized survey conducted, the Contractor shall obtain a response rate of 50% or more for each facility surveyed. The sample selection and survey methodology shall be designed to maximize the desired response rate in the most cost-effective and efficient manner possible. Previously, MHCC utilized a mixed mode survey methodology consisting of at least two mail waves, a post card reminder, and a phone follow-up. If the Contractor fails to achieve at least a 50% response rate per facility, the contractor shall continue data collection methodologies until at least 50% response rate is achieved. The contractor will bear the cost of all such additional data collection activities.

a. Using the list provided by the nursing homes, the Contractor shall determine an appropriate sample size and confirm, for approval by the Contract Monitor, eligible participants to be surveyed. Examples of inclusion and exclusion criteria are identified in Table A, below. Annually the Contractor shall validate the criteria for inclusion and exclusion of survey participants for each survey through a brief review of established survey methods, prior experience, and/or literature-based references. If criteria other than those named in Table A are identified for inclusion or exclusion, the Contractor shall provide to MHCC rationale for the inclusion or exclusion of that category and a description of how the sample selection methodology will identify survey participants. Sample stratification at a minimum is expected to include payer source. The Contractor shall select a final sample according to the sampling methodology approved by the MHCC.

b. The survey methodology shall address the manner in which the minimum 50% response rate will be achieved.

c. The follow-up strategy shall be employed for any facility not achieving a minimum 50% return rate, which shall be determined based on the Contractors survey methodology and approval from the Contract Monitor.
d. Annually the Contractor shall submit a written evaluation of follow-up strategy effectiveness to the MHCC at the conclusion of data analyses. The follow-up strategy may be modified as a result of the evaluation of follow-up effectiveness.

**Note:** Should the survey’s aggregate response rate fall below 90% of the prior survey year’s response rate, the State may exercise the unilateral option to terminate the Contract.

Table A identifies the estimated number of facilities in Maryland offering nursing home services and other information relevant to survey methods. This table is provided for use in preparing the financial proposal and is not intended to be definitive of the number of facilities or sample sizes of actual surveys. The Contractor, in consultation with the MHCC, shall determine the actual number of nursing homes and survey sample at the beginning of each survey cycle.

<table>
<thead>
<tr>
<th>Type of LTC Survey</th>
<th>Estimated # of Facilities</th>
<th>Survey Respondents</th>
<th>Estimated Sample</th>
<th>Criteria for Inclusion</th>
<th>Criteria for Exclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nursing Home Family Survey</td>
<td>227</td>
<td>Responsible parties/family members who visit the resident</td>
<td>18,000</td>
<td>Resident was in the nursing home within the last six months</td>
<td>Responsible parties who are residents of a nursing facility or with an address of a nursing facility</td>
</tr>
</tbody>
</table>

2.3.1.2.3 Format the Survey Questions and Mailing Materials

The MHCC will provide to the Contractor a unique set of survey questions and response choices for the survey to be conducted in an electronic file. The Contractor shall:

a. Format the questions and response choices in the sequence supplied by MHCC into a document suitable for distribution to each survey participant. The format shall be developed to ensure that survey participants will be able to respond accurately and in an efficient manner. The Contractor shall format the survey response document to be returnable to the Contractor for tabulation of results.

b. Prepare for distribution of written correspondence, subject to the prior approval by the Contract Monitor, to be sent to prospective respondents soliciting their participation and explaining information necessary for completion of the survey. The Contractor shall include in this correspondence a letter provided by the MHCC executive director or designee requesting the participation of potential respondents.

c. Duplicate the final survey, prepare the survey for the distribution and mailing to the sample as specified in the Survey Methodology. Materials mailed to survey participants shall include a postage paid return envelope.

When the MHCC authorizes a survey in any year of the Contract period, the Contractor should be aware that the survey questions supplied may differ from the first year of the contract in which a survey was administered.
2.3.1.2.4 Data Collection

After mailing of the survey to potential respondents determined by the sampling methodology, the Contractor shall:

a. Track survey responses for each nursing home to determine each facility’s response rate.

b. Communicate weekly in writing the cumulative return rate for each facility to the MHCC between the time of the distribution of the survey and the due date for final responses.

c. For facilities with response rates below 50%, implement efforts to increase the response rate as proposed in survey methodology.

Note: The Contractor shall incorporate a cumulative final response rate into each nursing home’s report and the statewide report. The Contractor shall include each nursing home’s response rate in the methodological report and in the electronic files prepared for public report.

d. Collect and tabulate all data from survey respondents. Data collection responsibilities shall include: 1) answering inquiries from potential survey respondents during the survey collection period; 2) collecting the survey responses; and, 3) entering survey responses into an approved electronic format listed below in Section 2.3.1.3 “Report Production” for editing, coding, and data cleaning/verification, as needed, in preparation for analysis.

e. Document, categorize and summarize all inquiries or comments from callers in reference to the survey and the survey process for the purpose of identifying information to be used to improve future surveys and the administration processes. MHCC will provide to the Contractor a log of calls received by MHCC staff for inclusion in the summary.

f. The Contractor shall provide a written summary of the types of inquiries received by the Contractor and MHCC staff to the Contract Monitor at the completion of the data collection period. A complete categorization and analysis of all inquiries and comments shall be provided as part of the methodological report which is described in Section 2.3.1.3.3.

Note: The Contractor shall within 24 hours provide callers describing conditions of concern such as potential or perceived harm to residents of nursing homes with contact information for the Maryland Department of Health, Office of Health Care Quality (OHCQ) for the purpose of submitting a complaint report for further investigation.

2.3.1.2.5 Analysis

Following the completion of data collection, the Contractor shall produce tabulation programs to tabulate the data, conduct methodological analysis, and produce nursing home-specific and statewide aggregate reports as follows:

The Contractor shall conduct analyses to evaluate the reliability and validity of the survey instrument and data collection protocols. Specific analyses will be determined by the Contract Monitor prior to finalizing the project work plan annually for each survey conducted. Types of analyses may include, but are not limited to:
- Survey Non-Response Analysis;
- Reliability Analysis;
- Composite score correlation with overall satisfaction;
- Item Level correlation with overall satisfaction;
- Skip Pattern Analysis (if applicable);
- Item Level Non-Response Analyses;
- Analysis of Multiple Responders;
- Trend analysis (as indicated); and
- Predictive analysis (as indicated).

2.3.1.2.6 Returned Surveys

The Contractor shall retain a copy of each returned survey for a minimum of six (6) months following the end of the Contract period and including the option year, if exercised. After the six month period, the Contractor shall contact the Contract Monitor concerning disposition of the surveys. The Contractor shall destroy the surveys at the direction of Contract Monitor. The method of destruction shall safeguard confidentiality of these materials, as described in Attachment P – MHCC Data Use Agreement (DUA). The Contractor shall dispose of the data files (including analysis files developed for work under the Contract) as specified in the DUA.

2.3.1.3 Report Production

2.3.1.3.1 Progress Reports

1. The Contractor shall complete to-date difficulties/issues encountered, and provide solutions implemented to minimize them. The initial progress report is due thirty (30) Business Days after the implementation of the communication plan and subsequent reports are due at two week intervals. The Contractor shall submit the updated progress report by email in table format.

2. In addition to the Progress Report, the Contractor shall deliver to the Contract Monitor during the survey collection period, the following documents:

   a. a weekly status report on the cumulative survey response rates for each nursing home (beginning two weeks after surveys are mailed); and
   b. an every other week submission including inquiries from family members/responsible parties, Contractor summaries by category, and the general response to these inquiries.

2.3.1.3.2 The Contractor shall produce a facility-specific report for each facility in electronic format and in paper format.

   1. Individual nursing home facility level reports showing for each facility the results that pertain only to that facility along with a comparison of the facility’s results to prior results (if applicable) and statewide results including peer group results (peer groupings used in the nursing home survey are licensed bed size, profit type, and region of services provided).
   2. A statewide report that summarizes the findings for all Maryland facilities in both paper and electronic format for posting on the consumer website.

   a. The reports shall consist of the following:
1. An introduction explaining the purpose of the survey;

2. A description of how the survey was conducted (includes sample selection and survey administration methods);

3. Explanation as to how to read and interpret the reports provided;

4. An interpretation of composite (if composites are used) and item level scores;

5. A brief description of how the information may be used by facility staff to improve care, including a list of resources on how to improve care;

6. Statewide item level scores; and

7. A glossary of terms, as needed.

b. Each report shall include interpretations of exhibited data. The MHCC will review and approve drafts of sample nursing home-specific and statewide aggregate reports. The Contractor shall obtain the approval of the Contract Monitor prior to any release of the data or reports.

1. The Contractor shall write the reports to meet the information needs of two types of users. The first user is the consumer interested in comparing nursing homes for the purpose of selecting a nursing home for themselves or a family member. The second user is the LTC facility staff for the purpose of comparing the results for a particular facility with similar surveys of the facility or with other quality information to enable the identification of and provide suggestions for improvements by that facility. The perspective of each of these users should be addressed in the interpretation section.

2. To maximize understanding of the reports’ content by a non-technical audience, the reports should: a) minimize the use of technical language to only that technical explanation essential to understand the report; b) explain any technical terms that cannot be eliminated; c) limit the use of acronyms and provide an explanation of any acronyms used; d) provide expanded or “drill down” detail for users who wish to know greater detail; and, e) make effective use of graphics to enhance user understanding.

3. Electronic statewide and facility-specific reports shall be formatted to facilitate efficient incorporation into the Maryland Consumer Guide to Long Term Care (Guide) web site. The reports must be formatted in such a manner as to allow for easy comparability across facilities. A version of the data in Microsoft Excel, Access, delimited text, or SAS must be provided, allowing for easy conversion to Microsoft SQL, which is the database engine used for the website. This version should have straightforward rows and columns which easily convert to a database.

4. Documentation for the data files such as data dictionary and codebook shall be submitted with the reports. Attachment Q “File Layout for Survey Results – Facility Specific Results” should be used to guide the development of reports for the website.

5. The Contractor shall compare the survey conducted under the Contract that results from this solicitation to prior family surveys conducted by the MHCC and report on
trending of data across the surveys. Statewide and facility level comparisons shall be produced. An interpretation of the comparisons among the surveys shall be prepared by the Contractor which will note opportunities for improvement at both the facility and the state level. The Contractor shall include a section comparing the survey administration procedures in the methodological report described below to delineate similarities and differences between the survey processes, if any.

6. The communication plan referenced in RFP Section 2.3.1.1.3 shall describe the method of report distribution. Electronic methods of distributing reports shall be encouraged and maximized by the Contractor. Facilities with the capability to receive electronic report formats will receive facility-specific reports in electronic format. Facilities lacking such capability will receive paper copies after approval by the Contract Monitor. The process for assessing the capability of organizations to receive electronic reports and the proposed distribution process for reports shall be addressed in the communication plan.

7. The Contractor shall provide a separate electronic file of each facility results collected under this contract in a form that will allow MHCC staff to analyze such data at a future date. The Contractor shall also supply an electronic copy of any materials used to conduct the survey and all reports produced as a result of survey activities.

2.3.1.3.3 Produce a Methodological and Trend Report

The Contractor shall provide a methodological and analytic report which includes the following:

1. A complete description of sampling and survey administration procedures used;
2. A complete description of the data processing procedures used;
3. A complete description of the sampling framework;
4. A table detailing response rates and dispositions for each nursing home included in the sample;
5. An evaluation of follow-up strategy effectiveness;
6. An analysis of response bias and a description of any weighting of the data, if applicable;
7. Predictive analyses examining sample characteristics and preferred/unfavorable outcomes;
8. A summary of the data using routine tabulations of frequencies of each response for each survey question;
9. A summary and trend analysis of the data collected for each facility and statewide as compared to previous surveys conducted by the MHCC;
10. Tables indicating standard errors, confidence intervals with appropriate notations, and summary graphs;
11. A table with data based on each composite measure (as applicable);
12. Tables with data stratified according to the peer groupings as designated for the specific survey; for example: 1) facility size; 2) profit status (profit/not-profit); 3) region of the state; 4) overall ratings (if included); and, 5) other agreed upon elements;
13. A comparison of survey administration procedures between the nursing home surveys conducted in 2012-2016 and the current survey to delineate similarities and differences between the two survey processes;
14. A categorization and tabulation of caller comments;
15. Feedback from communications with nursing homes during data collection that may be useful for future administration of a similar survey;
16. A description of problems, if any, encountered in the survey administration process and, for each such problem, the solution adopted;
17. The procedures used to maintain confidentiality during the sampling, data collection, data processing, and data storage phases of the project;
18. Suggestions for improvement for future surveys;
19. Comparisons, if applicable, to the Contractor’s previous findings in studies of other states;
20. A complete set of data in a format that the MHCC can display on its website; and
21. A cleaned data file at the individual level with data dictionary and codebook.
22. A cleaned data file at the facility level with data dictionary and codebook.

2.3.1.4 Report Submission

1. The Contractor shall review all data analyzed for calculation errors and shall review all written text for spelling and grammatical errors. The Contractor shall review any report in both paper and electronic form for formatting errors.

2. The Contractor shall prepare and deliver to the Contract Monitor one (1) paper copy and two (2) electronic copies of any file, report, and deliverable required to fulfill this Contract as specified.

2.3.1.4 Analytic and Public Use Data Files

2.3.1.4.1 Develop and Maintain Analytic Experience of Care Measures Data File

The Contractor, in consultation with the MHCC Contract Monitor, shall use the results of the biennial survey to develop analytic experience of care measures data files

1. The analytic files shall be developed to support internal data analyses.

2. The analytic files shall be created in a format specified by the Contract Monitor.

3. File format specifications and data element documentation shall be prepared by the Contractor.

4. The analytic data files shall be created after preparation of the facility and statewide reports.

5. The analytic files shall permit multiyear and trend analysis, when feasible.

2.3.1.4.2 Develop and Maintain Public Use Summary Data File

The Contractor, in consultation with the MHCC Contract Monitor, shall use the results of the biennial survey to create a statewide public use summary data file.

1. The public use file shall be developed for posting on the Commission’s website.
2. The Contractor shall create the statewide public use summary data files in a uniform format.

3. The public use file shall not include respondent identifying information or data elements that could directly or indirectly identify an individual.

4. The public use data files shall be created after preparation of the facility and statewide reports.

2.3.2 STAFFING REQUIREMENTS

a. The Contractor shall have staff available to project monitor during Normal State Business Hours to address problems and answer questions that may arise.

b. At minimum, the Contractor shall provide the following Key Personnel who will be subject to the provisions of Section 3.9 for this Contract.

1. Key Personnel

   a) Project Manager - Must have a minimum of five (5) years’ experience within the last seven (7) years conducting health care consumer surveys and healthcare consulting with data analysis and report writing deliverables.

   b) Research Statistician - Must have a minimum of five (5) years’ demonstrated experience conducting consumer surveys and healthcare consulting services. Expert knowledge and understanding of standard research methodology and principles; techniques of descriptive and predictive statistics; and principles involved in designing and executing statistical research studies in public health, health-related fields or public administration.

c. All staff making contact with a respondent or an LTC facility must have at least a minimum of one (1) year verifiable prior survey and telephone contact experience.

d. If the Contractor plans to hire staff (non-Key Personnel) to accomplish the work under this Contract, the Contractor shall provide any necessary staff training in advance of the data collection phase of the project. The Contractor shall provide the Contract Monitor with a position description and experience/qualifications for any newly hired staff member. The Contractor shall submit an outline of the topics to be covered during the training program to the Contract Monitor for review.

2.3.3 AD-HOC REQUIREMENTS

MHCC may issue Task Order Request for Proposal (TORFP) on an as-needed basis via email to the Project Manager. Each TORFP will include a scope of work containing a description of the project or meeting, as well as the proposed methods to accomplish the work, number and composition of project tasks, assumptions about the number of total hours to complete the effort, deliverables, and submission dates. After negotiations with the Contractor on the scope of work, methods, the budget, deliverable dates, and needed Contractor Labor Categories, MHCC will issue Task Orders at a fixed price based on the Contractor’s proposed Fixed Unit Rates.

2.3.3.1 Attend and Testify at Meetings and Hearings by Request
The Contractor shall be available to attend meetings as required by the MHCC. The Contractor shall be notified via TORFP with instructions and needed materials no less than 10 business days before a scheduled MHCC meeting or legislative hearing. Unless otherwise authorized by the Contract Monitor, the Contractor shall be physically present at a scheduled meeting or hearing. Such meetings may include MHCC’s monthly public meetings and legislative meetings as needed and will be no more than approximately two (2) to three (3) hours in duration. Such work shall be considered unit work as referenced in Attachment B (3) Financial Table 3 - Fully Fixed Unit Rates by Labor Category. It is estimated the number of meetings shall not exceed three per survey year.

2.3.3.2 Special Studies

The Contractor shall maintain the analytic capacity to respond to a dynamic health care regulatory environment. The Contractor may be required to investigate the feasibility of adding or modifying quality data and/or performance measures to enhance the Guide or address other aspects of the Maryland long-term care performance evaluation system. In addition to analyzing experience of care data over time, the Contractor shall review the data for other information that may have policy implications. For example, data may be reviewed to determine if there are disparities based on socio-economics, race, ethnicity, or geography factors. The Contractor shall provide ad hoc reports as requested using the TORFP process stated above.

2.3.4 DELIVERABLES

The Contractor shall meet the time frames specified below for each MHCC authorized survey year:

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.3.1.1 Contract Commencement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3.1.1.1 Kick Off Meeting</td>
<td>15 Days after Start of Calendar Year (SOCY)</td>
<td></td>
</tr>
<tr>
<td>2.3.1.1.2 Draft Work Plan</td>
<td>10 Days after SOCY</td>
<td></td>
</tr>
<tr>
<td>2.3.1.1.3 Draft Communication Plan</td>
<td>10 Days after SOCY</td>
<td></td>
</tr>
<tr>
<td>2.3.1.1.3 Implement the communication plan to obtain information from each LTC facility to select the sample</td>
<td>30 Days after SOCY</td>
<td></td>
</tr>
<tr>
<td>2.3.1.2 Survey Administration, Data Collection and Analysis</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>2.3.1.2.1</td>
<td>Meet weekly or every other week with the Contract Monitor and/or other designated MHCC staff</td>
<td>Ongoing after Kick-off meeting/subsequent years determined by Contract Monitor</td>
</tr>
<tr>
<td>2.3.1.2.2</td>
<td>Determine Sample Size, Methods for Sample Selection, Survey Methodology</td>
<td>30 Days after SOCY</td>
</tr>
<tr>
<td>2.3.1.2.3</td>
<td>Format the Survey Questions and Mailing Materials</td>
<td>45 Days after SOCY</td>
</tr>
<tr>
<td>2.3.1.2.3.c</td>
<td>Duplicate surveys and mail to selected sample. Minimize the time frame between receipt of potential respondent names and initial mailing of surveys</td>
<td>60 Days after SOCY</td>
</tr>
<tr>
<td>2.3.1.2.4</td>
<td>Data Collection</td>
<td>Throughout survey administration period of 10 weeks</td>
</tr>
<tr>
<td>2.3.1.2.5</td>
<td>Analysis</td>
<td>Throughout survey administration period of 10 weeks</td>
</tr>
</tbody>
</table>

### 2.3.1.3 Report Production

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.3.1.3.1</td>
<td>Progress Reports</td>
<td>30 Days after implementation of communication plans/subsequently every two weeks</td>
</tr>
<tr>
<td>2.3.1.3.2</td>
<td>Facility-Specific and Statewide aggregate reports</td>
<td>Four (4) weeks after completion of data collection</td>
</tr>
<tr>
<td>2.3.1.3.2.b</td>
<td>Distribution of Facility Reports to facilities for pre-release review</td>
<td>Date specified in work plan</td>
</tr>
<tr>
<td>2.3.1.3.3</td>
<td>Produce a Methodological and Trend Report</td>
<td>Date specified in work plan</td>
</tr>
</tbody>
</table>

### 2.3.1.4 Analytic and Public Use Data Files
| 2.3.1.4.1 | Develop and maintain analytic experience of care data files | Four (4) weeks after completion of report production |
| 2.3.1.4.2 | File format specifications and data element documentation shall be provided for the analytic and public use data files | Four (4) weeks after completion of report production |

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SECTION 3 – CONTRACTOR REQUIREMENTS: GENERAL REQUIREMENTS

3.1 Insurance Requirements

3.1.1 The Contractor shall maintain Commercial General Liability Insurance to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, with a minimum limits of $500,000 per occurrence, $1,000,000 aggregate.

3.1.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance which includes cyber liability with minimum limits of $500,000 per claim and annual aggregate.

3.1.3 Within five (5) Business Days of recommendation for Contract award, and before any work begins, the Contractor shall provide the Procurement Officer with current certificates of insurance, and update such certificates periodically, but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor’s current certificate of insurance shall contain at minimum the following:

a. Workers’ Compensation – The Contractor shall maintain such insurance as necessary and/or required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act.

b. Commercial General Liability as required in Section 3.1.1.

3.1.4 Errors and Omissions/Professional Liability as required in Section 3.1.2.3.1.4. The State of Maryland shall be listed as an additional insured on any Commercial General Liability, Professional/Cyber Liability, and excess liability or umbrella policies with the exception of Workers’ Compensation Insurance, which is currently handled by the Chesapeake Employer’s Insurance Company (formerly Injured Workers’ Insurance Fund). This means the faces of the certificates of insurance for these policies must state, “The State of Maryland is an Additional Insured.” All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and provide such policies.

3.1.5 The Contractor shall require that any subcontractors providing primary services (as opposed to non-critical, ancillary services) under this Contract obtain and maintain the same levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.2 Security Requirements

3.2.1 Employee Identification

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

3.2.2 **Criminal Background Check**

The Contractor shall obtain from all Contractor and subcontractor personnel assigned to work on the Contract a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and provide the Contract Monitor with completed checks on the above-listed personnel assigned to work under the Contract prior to assignment. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The Contractor may not assign an individual whose background check reflects any criminal activity to work under this Contract unless prior written approval is obtained from the Contract Monitor.

3.2.3 **Information Technology**

For purposes of this solicitation and the resulting Contract:

1. “Sensitive Data” means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI) or other private/confidential data, as specifically determined by the State. Sensitive Data includes information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of “personal information” under Md. Code Ann., General Provisions § 14-3501(d); or (4) falls within the definition of “personal information” under Md. Code Ann., St. Govt. § 10-1301(c).

2. “Relevant subcontractor” includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system.

3. The Contractor, including any relevant subcontractor(s), shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below, and ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting Contract.

4. The Contractor, including any and all subcontractor(s), agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State of Maryland Department of Information Technology Security Policy: [http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx](http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx). The State IT Security Policy may be revised from time to time. The Contractor and all subcontractors shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online on this website.
3.2.3.1 Information Security Requirements

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

1. Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in the test and/or training environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.

2. Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Contractor/subcontractor’s systems’ surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, removal of unnecessary usernames or logins, and deactivation of unneeded features in the Contractor/subcontractor’s system configuration files.

3. Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Contract. Such testing is intended to identify outdated software versions; missing software patches; and device or software misconfigurations; and validate compliance with or deviations from the Contractor’s and/or subcontractor’s security policy. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system’s security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

4. Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor’s and subcontractor’s security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system’s security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

5. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract, automatically updated, and configured to actively scan and detect threats to the system for remediation.

6. Enforce strong user authentication and password control measures over the Contractor/subcontractor’s systems supporting the services provided under this Contract to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology’s Information Security Policy (http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx), including specific requirements for password length, complexity, history, and account lockout.

7. Ensure State data under this service is not processed, transferred, or stored outside of the United States.
(8) Ensure that State data is not cominged with the Contractor’s and subcontractor’s other clients’ data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user’s access or security level.

(9) Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the system, as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2: http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf

(10) Enable appropriate logging parameters on systems supporting services provided under this Contract to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards including the current State of Maryland Department of Information Security Policy: http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx

(11) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under this Contract.

(12) Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of Sensitive Data from unauthorized access as well as the separation of production and non-production environments.

(13) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Contract from unsolicited and unauthenticated network traffic.

(14) Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.

(15) Ensure that the Contractor’s and any subcontractor’s personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

(16) After award the Contractor shall sign the MHCC Data Use Agreement (DUA) as part of the Contract. It is for the purpose of ensuring the confidentiality, integrity and security of data collected by the contractor in conducting a survey of responsible parties of long-stay Maryland nursing home residents. A copy of the MHCC’s DUA is included as Attachment P.

3.2.3.2 Contingency / Disaster Recovery Plans

(1) The Contractor and any relevant subcontractor(s) shall have robust contingency and disaster recovery plans in place to ensure that the services provided under this Contract will be maintained in the event of disruption to the Contractor/subcontractor’s operations (including, but not limited to, disruption to information technology systems), however caused.

(2) The contingency and disaster recovery plans must be designed to ensure that services under this Contract are restored after a disruption within 48 hours in order to avoid unacceptable consequences due to the unavailability of services.
(3) The Contractor and any relevant subcontractor(s) shall test the contingency/disaster recovery plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one annual test shall include backup media restoration and failover/fallback operations.

(4) Such contingency and disaster recovery plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

3.2.3.3 Incident Response Requirement

(1) The Contractor shall notify the Contract Monitor when any Contractor and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

(2) The Contractor shall notify the Contract Monitor within two (2) Business Days of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Monitor and Procurement Officer.

(3) The Contractor shall notify the Contract Monitor within two (2) Business Days if there is a threat to the Contractor’s and/or subcontractor's systems as it pertains to the use, disclosure, and security of the Department’s Sensitive Data.

(4) If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Contract Monitor within two (2) Business Days after the Contractor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.

(5) The Contractor, within two (2) Business Days of discovery, shall report to the Contract Monitor any improper or non-authorized use or disclosure of Sensitive Data. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. The Contractor’s report shall identify:
   a. The nature of the unauthorized use or disclosure;
   b. The Sensitive Data used or disclosed;
   c. Who made the unauthorized use or received the unauthorized disclosure;
   d. What the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
   e. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

(6) The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and indemnify, hold harmless, and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.

(7) This Section 3.2.3.3 shall survive expiration or termination of the Contract.

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

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

3.3.2 The Contractor must provide the PEP no later than ten (10) Business Days after Contract Commencement. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

a. The process for establishing the existence of a problem;

b. Names, titles, and contact information for progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem;

c. For each individual listed in the Contractor’s PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor’s PEP;

d. Expedited escalation procedures and any circumstances that would trigger expedited them;

e. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;

f. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and

g. A process for updating and notifying the Contract Monitor of any changes to the PEP.

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

### 3.4 Invoicing

3.4.1 General

3.4.1.1 All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:

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

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.
3.4.1.2 The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also see the “Living Wage” provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

3.4.2 Invoice Submission Schedule

3.4.2.1 The Contractor shall submit invoices in accordance with the following schedule for each survey year:

<table>
<thead>
<tr>
<th>Scope of Work #</th>
<th>Description of Deliverable</th>
<th>% Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.3.1.2.1 through 2.3.1.2.3</td>
<td>Upon satisfactory completion of all pre-survey activities, formatting and duplication of survey for mailing.</td>
<td>Twenty-five percent (25%) of the Total Annual Fixed Work Price</td>
</tr>
<tr>
<td>2.3.1.2.4 and 2.3.1.2.5</td>
<td>Upon acceptable completion of the collection and analysis of data for all nursing homes</td>
<td>Twenty-five percent (25%) of the Total Annual Fixed Work Price</td>
</tr>
<tr>
<td>2.3.1.3.2</td>
<td>Upon approval of Facility-Specific and Statewide Aggregate reports and release of reports to nursing homes for review</td>
<td>Twenty-five percent (25%) of the Total Annual Fixed Work Price</td>
</tr>
<tr>
<td>2.3.1.3.4</td>
<td>Upon acceptable completion of methodological and trend reports and all required information as specified to conclude the survey administration year</td>
<td>Twenty-five percent (25%) of the Total Annual Fixed Work Price</td>
</tr>
</tbody>
</table>

3.4.2.2 Ad-hoc Unit Work

For completion of the Ad Hoc work (Section 2.3.3), the Contractor shall be paid based on a fully loaded hourly rate in an amount not to exceed 200 hours annually, based upon the hourly rates in Attachment B. Hourly rates shall be separately and distinctly listed on each invoice, with the names, times, and dates of the persons working them and with Contractor time sheets for those persons as supporting documentation.

3.5 SOC 2 Type 2 Audit Report

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

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

1. **Attachment D-4A**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer;

2. **Attachment D-4B (if applicable)**, the MBE Prime Contractor Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer; and

3. **Attachment D-5**, the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

3.7 VSBE Reports

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

1. **Attachment E-3**, the VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer; and

2. **Attachment E-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.

3.8 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from the Contract awarded under this solicitation to any subsequent contract for similar services. The transition period shall begin ninety (90) days before the Contract end date, or the end date of any final exercised option or contract extension. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.

3.9 Substitution of Personnel

3.9.1 **Continuous Performance of Key Personnel.** Unless substitution is approved per paragraphs 3.9.2-3.9.4 of this section, Key Personnel shall be the same personnel proposed in the Contractor’s Technical Proposal, which will be incorporated into the Contract by reference. Such identified Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor’s Technical Proposal, without the prior written approval of the Contract Monitor.

If the Contract is task order based, the provisions of this section apply to Key Personnel identified in each task order proposal and agreement.
3.9.2 **Definitions.** For the purposes of this section, the following definitions apply:

**Extraordinary Personal Circumstance** – Any circumstance in an individual’s personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual’s home that causes a major disruption in the individual’s normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

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

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

3.9.3 **Key Personnel General Substitution Provisions.** The following provisions apply to all of the circumstances of staff substitution described in paragraph 3.9.4 of this section.

1. The Contractor shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute Key Personnel have qualifications at least equal to those of the Key Personnel for whom the replacement is requested.

2. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
   - A detailed explanation of the reason(s) for the substitution request;
   - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
   - The official resume of the current personnel for comparison purposes; and
   - Any evidence of any required credentials.

3. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

4. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a requested Key Personnel replacement.

3.9.4 **Replacement Circumstances**

3.9.4.1 **Voluntary Key Personnel Replacement.** To voluntarily replace any Key Personnel, the Contractor shall submit substitution request as described in paragraph 3.9.3 of this section to the Contract Monitor at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph 3.9.4 (2) of this clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

3.9.4.2 **Key Personnel Replacement Due to Vacancy.** The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such
personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section 3.9.4.1 of this section.)

Under any of the circumstances set forth in this paragraph 3.9.4.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph 3.9.3 of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3.9.4.3 **Key Personnel Replacement Due to an Indeterminate Absence.** If any Key Personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the Contract Monitor as required under paragraph 3.9.3 of this section.

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

3.9.4.4 **Directed Personnel Replacement.**

3.9.4.4.1 The Contract Monitor may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 3.9.4.4.2. If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided.

However, if the Contract Monitor deems it necessary and in the State’s best interests to remove the personnel with less than fifteen (15) days’ notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph 3.9.3 of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

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

Should performance issues persist despite the approved Remediation Plan, the Contract Monitor will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Key Personnel at issue.
Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State’s remedies under the Contract or which otherwise may be available at law or in equity.

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SECTION 4 – PROCUREMENT INSTRUCTIONS

4.1 Pre-Proposal Conference

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

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

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

4.2 eMaryland Marketplace

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

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

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

4.3 Questions

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

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

4.4 Procurement Method

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

4.5 Proposals Due (Closing) Date and Time

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

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

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the RFP Key Information Summary Sheet for receipt of Proposals.

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

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

4.6 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

4.7 Economy of Preparation

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

4.8 Public Information Act Notice

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

### 4.9 Award Basis

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

### 4.10 Oral Presentation

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

### 4.11 Duration of Proposal

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

### 4.12 Revisions to the RFP

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

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

### 4.13 Cancellations

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

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

### 4.14 Incurred Expenses

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

### 4.15 Protest/Disputes

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

### 4.16 Offeror Responsibilities

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

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

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

### 4.17 Mandatory Contractual Terms

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

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

4.19 Contract Affidavit

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

4.20 Compliance with Laws/Arrearages

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

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

4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit https://www.egov.maryland.gov/businessexpress.

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

4.22 False Statements

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

(a) In connection with a procurement contract a person may not willfully:

   (1) falsify, conceal, or suppress a material fact by any scheme or device;
   (2) make a false or fraudulent statement or representation of a material fact; or
   (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

(b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding 5 years or both.

### 4.23 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption. Payment by EFT is mandatory for contracts exceeding $200,000. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller’s website at: http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/X-1020130407.pdf.

### 4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor’s Office of Small, Minority, and Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract “Prompt Payment” clause (see Attachment M). Additional information is available on GOSBA’s website at: http://goma.maryland.gov/Documents/Legislation/PromptPaymentFAQs.pdf.

### 4.25 Electronic Procurements Authorized

4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract.

4.25.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., https://emaryland.buyspeed.com/bso/), and electronic data interchange.

4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section 4.25.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

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Maryland Nursing Home Experience of Care Surveys Solicitation No. MHCC 18-001
4.25.4.1 The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:

(a) The solicitation (e.g., the RFP);
(b) Any amendments;
(c) Pre-Proposal conference documents;
(d) Questions and responses;
(e) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
(f) Notices of award selection or non-selection; and
(g) The Procurement Officer’s decision on any Proposal protest or Contract claim.

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

(a) Ask questions regarding the solicitation;
(b) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer; and
(c) Submit a “No Proposal Response” to the solicitation.

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

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

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

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

### 4.26 Minority Business Enterprise Goals

#### 4.26.1 Establishment of Goal

An overall MBE subcontractor participation goal of 29% of the total contract dollar value, including all option years, if any, has been established for this procurement. Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

#### 4.26.2 Attachments D-1 to D-5

The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:
4.26.3 An Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) whereby:

(a) The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and

(b) The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE Prime (including a Prime participating as a joint venture) to be counted towards meeting the MBE participation goals.

(c) An Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If an Offeror fails to submit a completed Attachment D-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.

4.26.4 Offerors are responsible for verifying that each MBE (including any MBE Prime and/or MBE Prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

4.26.5 Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer.

(a) Outreach Efforts Compliance Statement (Attachment D-2);

(b) MBE Subcontractor/Prime Project Participation Certification (Attachment D-3A/3B); and

(c) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.
4.26.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at http://mbe.mdot.maryland.gov/directory/. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.

4.26.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE participation:

(a) Attachment D-4A (Prime Contractor Paid/Unpaid MBE Invoice Report);
(b) Attachment D-4B (MBE Prime Contractor Report, if applicable); and
(c) Attachment D-5 (MBE Subcontractor Unpaid MBE Invoice Report).

4.26.8 An Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.

4.26.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereo. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – Attachment M, Section 2.1).

4.26.10 The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – Attachment M, “Liquidated Damages” clause).

4.26.11 As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a Contract as a Prime Contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE Prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment D-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE Prime must also identify certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment D-1A) used to meet those goals. If dually-certified, the MBE Prime can be designated as only one of the MBE sub-goal classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE Prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

4.26.12 With respect to Contract administration, the Contractor shall:

(1) Submit to the Department’s designated representative by the 10th of the month following the reporting
period:
a. **A Prime Contractor Paid/Unpaid MBE Invoice Report** (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and

b. **(If Applicable) An MBE Prime Contractor Report** (Attachment D-4B) identifying an MBE Prime’s self-performing work to be counted towards the MBE participation goals.

(2) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit to the Department’s designated representative by the 10th of the month following the reporting period an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment D-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.

(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, type of work performed by each, and 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 right-of-entry at reasonable times for purposes of the State’s representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.

(5) 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.

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### 4.27 Veteran-Owned Small Business Enterprise Goal

#### 4.27.1 Notice to Offerors.
Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) participation goal of this solicitation must be raised before the due date for submission of Proposals.

#### 4.27.2 Purpose.
The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and Attachment E, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and Attachment E.

Veteran-Owned Small Business Enterprises must be verified by the Office of Small and Disadvantaged Business Utilization (OSDBU) of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at [http://www.va.gov/osdbu](http://www.va.gov/osdbu).

#### 4.27.3 VSBE Goal.
A VSBE participation goal of 1% of the total Contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

#### 4.27.4 Solicitation and Contract Formation.

4.27.4.1 In accordance with COMAR 21.11.13.05 C (1), this solicitation requires Offerors to:

(a) Identify specific work categories within the scope of the procurement appropriate for subcontracting;
(b) Solicit VSBEs 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 VSBEs solicited and to document these attempts;
(d) Assist VSBEs to fulfill, or to seek waiver of, bonding requirements; and
(e) Attempt to attend preproposal or other meetings the procurement agency schedules to publicize contracting opportunities to VSBEs.

4.27.4.2 An Offeror must include with its Proposal a completed VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule (Attachment E-1) whereby the Offeror:

(1) Acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal; and
(2) Responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission. The Offeror shall specify the percentage of contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.

As set forth in COMAR 21.11.13.05.B(2), when a verified VSBE firm participates on a Contract as a Prime Contractor, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the VSBE Prime Contractor performs with its own work force towards meeting up to one hundred percent (100%) of the VSBE goal.

In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (Attachment E-1) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.

Within ten (10) Business Days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer.

(1) VSBE Project Participation Statement (Attachment E-2);
(2) If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
(3) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE 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.*

4.27.5 **Contract Administration Requirements.** The Contractor, once awarded the Contract shall:

(1) Submit monthly to the Department a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made. (Attachment E-3).
(2) Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (Attachment E-4).
(3) Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type
of work performed by each, and actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE 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 right-of-entry at reasonable times for purposes of the State’s representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for 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 VSBE subcontractors.

4.28 Living Wage Requirements

4.28.1 Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State service contracts over $100,000. Maryland Code, State Finance and Procurement, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a Contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.

4.28.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. See the “Living Wage” clause in the Contract (Attachment M).

4.28.3 Additional information regarding the State’s living wage requirement is contained in Attachment F. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (Attachment F-1) with their Proposals. If an Offeror fails to complete and submit the required documentation, the State may determine the Offeror to be not responsible under State law.

4.28.4 Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. 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. In the event that 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) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

4.28.5 The Contract resulting from this solicitation will be determined to be a Tier 1 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

(1) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.

(2) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
(3) If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 1 Contract.

4.28.6 Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website: http://www.dllr.state.md.us/labor/prev/livingwage.shtml.

NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.

4.29 Federal Funding Acknowledgement

This Contract does not contain federal funds.

4.30 Conflict of Interest Affidavit and Disclosure

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

4.31 Non-Disclosure Agreement

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

4.32 HIPAA - Business Associate Agreement

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

4.33 Nonvisual Access

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

4.34 Mercury and Products That Contain Mercury

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

4.35 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.
4.36  Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.37  Small Business Reserve (SBR) Procurement

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

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SECTION 5 – PROPOSAL FORMAT

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

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

5.2 Proposals

5.2.1 VOLUME I – TECHNICAL PROPOSAL, AND VOLUME II – FINANCIAL PROPOSAL SHALL BE SEALED SEPARATELY FROM ONE ANOTHER. It is preferred, but not required, that the name, email address, and telephone number of a contact person for the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and five (5) bound copies. Unless the resulting package will be too unwieldy, the Department’s preference is for the two (2) sealed Volumes to be submitted together in a single package including a label bearing:

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

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

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

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

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

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

Offerors may either mail or hand-deliver Proposals.

5.3.1 For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit and an Offeror using first class mail will not be able to prove a timely delivery at the mailroom.

5.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, an Offeror is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

5.3.3 After receipt, a Register of Proposals will be prepared that identifies each Offeror. The Register of Proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Contract.

5.4 Volume I – Technical Proposal

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

5.4.1 Format of Technical Proposal. Inside a sealed package described in Section 5.2 “Proposals,” the unbound original, five (5) copies, and the electronic version shall be provided. The RFP sections are numbered for ease of reference. Section 5.4.2 sets forth the order of information to be provided in the Technical Proposal, e.g., Section 5.4.2.1 “Title and Table of Contents,” Section 5.4.2.2 “Claim of Confidentiality,” Section 5.4.2.3 “Transmittal Letter,” Section 5.4.2.4 “Executive Summary,” etc. In addition to the instructions below, responses in the Offeror’s Technical Proposal should reference the organization and numbering of Sections in the RFP (ex. “Section 2.2.1 Response . . .; “Section 2.2.2 Response . . .,” etc.). This Proposal organization will allow State officials and the Evaluation Committee (see RFP Section 6.1) to “map” Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process.

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

5.4.2.1 Title Page and Table of Contents (Submit under TAB A). The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

5.4.2.2 Claim of Confidentiality (If applicable, submit under TAB A-1). Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror’s Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 4.8 “Public Information Act Notice”). The entire Proposal should not be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.
5.4.2.3 **Transmittal Letter (Submit under TAB B).** A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. The Transmittal Letter should include the following:

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

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

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

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

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

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

5.4.2.6.1 The Offeror shall address each Scope of Work requirement (RFP Section 2) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
5.4.2.6.2 The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required services as outlined in RFP Section 2, Scope of Work. The Offeror shall justify the proposed methodology by prior experience, and/or by literature-based references or some other reasonable justification compared to the previous methodology used by MHCC as an overall percentage difference between the two methods or a similar numerical comparison. The description shall include an outline of the overall management concepts employed by the Offeror and a project management flow chart (for example, Microsoft Project), including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan. The Work Plan must satisfy the requirements of Section 2.3.1.1.2.

5.4.2.6.3 The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State’s requirements as outlined in this RFP.

5.4.2.6.4 The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Department’s Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in RFP Section 3.3.

5.4.2.6.5 The Offeror shall provide a draft Communication Plan (RFP Section 2.3.1.1.3).

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

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

The Offeror shall provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

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

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

5.4.2.9 References (Submit under TAB H). At least three (3) references are requested from customers who are capable of documenting the Offeror’s ability to provide the services specified in this RFP. References used to meet any Minimum Qualifications (see RFP Section 1) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years and shall include the following information:

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

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

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

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

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

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

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

(1) Dun & Bradstreet Rating;
(2) Standard and Poor’s Rating;
(3) Lines of credit;
(4) Evidence of a successful financial track record; and
(5) Evidence of adequate working capital.
5.4.2.12 **Certificate of Insurance (Submit under TAB K).** The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.1. See Section 3.1 for the required insurance certificate submission for the recommended Offeror.

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

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

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

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

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.

As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

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

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

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

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

1. The Contract dollars to be recycled into Maryland’s economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;

2. The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;

3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;

4. Subcontract dollars committed to Maryland small businesses and MBEs; and

5. Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

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

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

a. Completed Proposal Affidavit (Attachment C).

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

5.4.3.2 *If Required*, the following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 5.4.2. *See appropriate RFP Section to determine whether the particular document is required for this procurement:

1. A Signed Statement from the Offeror’s Parent Organization Guaranteeing Performance of the Offeror. See Section 4.16;
2. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A). See Section 4.26;
3. Completed Federal Funds Attachment (Attachment G). See Section 4.29;
4. Completed Conflict of Interest Affidavit and Disclosure (Attachment H). See Section 4.30;
(5) Completed Mercury Affidavit (Attachment K). See Section 4.34;
(7) Completed Location of the Performance of Services Disclosure (Attachment L). See Section 4.35.

5.5 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 5.2 “Proposals,” the Offeror shall submit an original unbound copy, four (5) copies, and an electronic version in Microsoft Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in Attachment B. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

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SECTION 6 – EVALUATION AND SELECTION PROCESS

6.1 Evaluation Committee

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

6.2 Technical Proposal Evaluation Criteria

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

6.2.1 Offeror’s Technical Response to RFP Requirements and Work Plan (See RFP § 5.4.2.6). The State prefers an Offeror’s response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done. Proposals which include limited responses to work requirements such as “concur” or “will comply” will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Experience and Qualifications of Proposed Staff (See RFP § 5.4.2.7)

6.2.3 Offeror Qualifications and Capabilities, including proposed Subcontractors (See RFP § 5.4.2.8 – 5.4.2.14)

6.2.4 Economic Benefit to State of Maryland (See RFP § 5.4.2.15)

6.3 Financial Proposal Evaluation Criteria

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

6.4 Reciprocal Preference

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

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

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

### 6.5 Selection Procedures

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

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

6.5.2 **Selection Process Sequence**

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

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

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

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

6.5.2.5 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
6.5.3 **Award Determination.** Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical and financial factors will receive equal weight.

6.6 **Documents Required upon Notice of Recommendation for Contract Award**

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

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

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RFP ATTACHMENTS

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

ATTACHMENT B – Financial Proposal Instructions and Form
The Financial Proposal Form must be completed and submitted in the Financial Proposal package.

ATTACHMENT C – Proposal Affidavit
This Attachment must be completed and submitted with the Technical Proposal.

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

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

ATTACHMENT F – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement
Attachment F-1 Living Wage Affidavit of Agreement must be completed and submitted with the Technical Proposal.

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

ATTACHMENT H – Conflict of Interest Affidavit and Disclosure
If required (see RFP Section 4.30), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT I – Non-Disclosure Agreement
If required (see RFP Section 4.31), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT J – HIPAA Business Associate Agreement
If required (see RFP Section 4.32), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

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

ATTACHMENT L – Location of the Performance of Services Disclosure
If required (see RFP Section 4.35), this Attachment must be completed and submitted with the Technical Proposal.
ATTACHMENT M – Contract
This is the sample contract used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

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

ATTACHMENT O – Department of Human Services (DHS) Hiring Agreement
If required (see RFP Section 4.36), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification for award.

ATTACHMENT P – Maryland Health Care Commission Data Use Agreement (DUA)
This attachment is regarding data collected on behalf of the Maryland Health Care Commission. It is for the purpose of ensuring the confidentiality, integrity and security of data collected by the contractor in conducting a survey of responsible parties of long stay Maryland nursing home residents.

ATTACHMENT Q – File Layout for Survey Results-Facility-specific Results
This attachment will serve as a guide for the file layout of the facility-specific survey results.
ATTACHMENT A – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number MHCC 18-001
Maryland Nursing Home Experience of Care Surveys

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

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

Please indicate:

_____ Yes, the following representatives will be in attendance:

1. 
2. 
3. 

_____ No, we will not be in attendance.

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

__________________________________________
Signature

__________________________________________
Title

__________________________________________
Name of Firm (please print)

Maryland Nursing Home
Experience of Care Surveys
Solicitation No. MHCC 18-001
B-1: FINANCIAL PROPOSAL INSTRUCTIONS

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

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

A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., $24.15. Make your decimal points clear and distinct.

B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.

C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.

D) Any goods or services required through this RFP and proposed by the vendor at No Cost to the State must be clearly entered in the Unit Price, if appropriate, and Extended Price with $0.00.

E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.

F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.

G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03, and may cause the Proposal to be rejected.

H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.

I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.
L) As part of the financial proposal, the Offeror shall submit prices for the family survey. Prices should be divided into fixed work and variable work.

M) Fixed-price work is identified and described on “Financial Table 1: Fixed Work Prices for Nursing Home Family Satisfaction Survey” and all associated cost shall be provided for each.

N) Variable work is to be identified fully loaded per family member/responsible party (RP). Variable work prices shall be provided on “Financial Table 2: Indefinite Quantity Fixed Unit Prices - Responsible Party Survey”, and shall include, at a minimum, the following items:

- Printing charges
- Postage charges
- Tracking returned surveys
- Scanning surveys and running data verifications
- Reminder calls, as a method of survey follow up, for example

Any additional items not included in the above list but included variable work should be identified and fully described by the contractor.

<table>
<thead>
<tr>
<th>Type of LTC Survey</th>
<th>Estimated # of Agencies</th>
<th>Survey Respondents</th>
<th>Estimated Sample</th>
<th>Criteria for Inclusion</th>
<th>Proposed Exclusions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nursing Home Family Survey</td>
<td>227</td>
<td>Responsible Parties/Family members who visit resident</td>
<td>18,000</td>
<td>Resident was in the nursing home within the last six (6) months</td>
<td>Responsible Parties who are residents of nursing facility or with an address of a nursing facility</td>
</tr>
</tbody>
</table>

O) In preparing an offer, the Offeror shall assume that the survey document will be limited to the number of questions that can be answered in a reasonable period of time (i.e. 20 minutes or less) and will include the following rating areas as applicable: 1) staff/administrative aspects such as communication, timeliness of response; 2) environment/physical aspects of the facility; 3) food & meals; 4) resident rights/autonomy/privacy; 5) care provided, such as clinical aspects: pain, specific therapy, medications; and, 6) overall experience. In addition, questions about the resident, respondent, and a limited number of demographic questions will be included.

P) Ad-Hoc Labor Unit Rates provided by the Offeror for the labor categories outlined in “Financial Table 3: Fixed Prices for Ad Hoc Unit Work” shall be fully loaded labor rates including direct and indirect charges. In preparing the financial proposal, Offerors must use the labor categories provided for unit work as indicated.
B-2: FINANCIAL PROPOSAL FORM

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

The Financial Proposal Form is a separate Excel document.
ATTACHMENT C – PROPOSAL AFFIDAVIT

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

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES
The undersigned Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Proposal and:

1. Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Proposal;
2. Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Proposal;
3. Fail to use the certified minority business enterprise in the performance of the contract; or
4. Pay the certified minority business enterprise solely for the use of its name in the Proposal.

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

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES
The undersigned Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:
(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran–owned small business enterprise in order to obtain or retain a Proposal preference or a procurement contract;
(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

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

____________________________________________________________
____________________________________________________________
____________________________________________________________

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

(1) Been convicted under state or federal statute of:
   (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
   (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;
(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

   (a) §7201, Attempt to Evade or Defeat Tax;
   (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
   (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
   (d) §7206, Fraud and False Statements, or
   (e) §7207, Fraudulent Returns, Statements, or Other Documents;


(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
   (a) A court:
      (i) Made the finding; and
      (ii) Decision became final; or
   (b) The finding was:
      (i) Made in a contested case under the Maryland Administrative Procedure Act; and
      (ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
   (a) A court:
      (i) Made the finding; and
      (ii) Decision became final; or
   (b) The finding was:
      (i) Made in a contested case under the Maryland Administrative Procedure Act; and
(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
   (a) A court:
      (i) Made the finding; and
      (ii) Decision became final; or
   (b) The finding was:
      (i) Made in a contested case under the Maryland Administrative Procedure Act; and
      (ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)–(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES
I FURTHER AFFIRM THAT:
(1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
G. SUBCONTRACT AFFIRMATION
I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION
I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business has:

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

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

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

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN
(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

   (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
   (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _______________________________________

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)
I FURTHER AFFIRM THAT:
The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

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

N. ACKNOWLEDGMENT
I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____________________

By: __________________________ (print name of Authorized Representative and Affiant)

_________________________________ (signature of Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH PROPOSAL
This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.

2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract’s MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.

3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.

4. Please refer to the MDOT MBE Directory at https://mbe.mdot.maryland.gov/directory/ to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code and the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit https://www.census.gov/eos/www/naics/. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. CAUTION: If the firm’s NAICS Code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term “Graduated” follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.

✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.

✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime’s ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.

✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime’s ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBES for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime’s ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.

✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor’s Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.

6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.

7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**
✓ **Regular Dealers**: Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer’s representative, or any other person that arranges or expedites transactions. Generally, a Regular Dealer will be identified as a wholesaler or supplier in the MDOT Directory.

✓ **Manufacturers**: A certified MBE firm’s participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.

✓ **Brokers**: With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.

✓ **Furnish and Install**: The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS Code(s) to furnish and install materials necessary for successful contract completion may be counted in full.

9. **Dually certified firms**. An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.

Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.

10. **CAUTION**: The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in PART 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in PART 2- for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in PART 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).

11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at
1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

Total African American MBE Participation: ____________%
Total Asian American MBE Participation: ____________%
Total Hispanic American MBE Participation: ____________%
Total Women-Owned MBE Participation: ____________%

Overall Goal

Total MBE Participation (include all categories): ____________%
This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. MHCC 18-001, I affirm the following:

1. **MBE Participation (PLEASE CHECK ONLY ONE)** [Agency should insert the participation goal and subgoal amounts from the PRG and Subgoal Worksheet in the blanks below and delete any of the subgoals that do not apply to this solicitation and then delete this sentence of instruction.]

☐ I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of **29** percent and all of the following subgoals:

- _____ percent for African American-owned MBE firms
- _____ percent for Hispanic American-owned MBE firms
- _____ percent for Asian American-owned MBE firms
- _____ percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I **must** complete PART 3 - MBE Participation Schedule in order to be considered for award.

OR

☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I **must** complete PART 3, the MBE Participation Schedule for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.
Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

(a) Good Faith Efforts Documentation to Support Waiver Request (Attachment __-1C)
(b) Outreach Efforts Compliance Statement (Attachment __-2);
(c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments __-3A and 3B);
(d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.
PART 3 - MBE PARTICIPATION SCHEDULE

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract value allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT-certified.

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Project Description</th>
<th>Project/Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<table>
<thead>
<tr>
<th>MBE Prime Firm</th>
<th>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:__________________________</td>
<td>(If dually certified, check only one box.)</td>
</tr>
<tr>
<td>MBE Certification Number: ___________</td>
<td></td>
</tr>
<tr>
<td>☐ African American-Owned</td>
<td>☐ Hispanic American- Owned</td>
</tr>
<tr>
<td>☐ Supplier</td>
<td>☐ Manufacturer</td>
</tr>
<tr>
<td>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</td>
<td></td>
</tr>
<tr>
<td>Description of the Work to be performed with MBE prime’s own forces: ______________________________________</td>
<td></td>
</tr>
<tr>
<td>______________________________________</td>
<td></td>
</tr>
</tbody>
</table>

SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<table>
<thead>
<tr>
<th>MBE Firm</th>
<th>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:__________________________</td>
<td>(If dually certified, check only one box.)</td>
</tr>
<tr>
<td>MBE Certification Number: ____________________</td>
<td></td>
</tr>
<tr>
<td>☐ African American-Owned</td>
<td>☐ Hispanic American- Owned</td>
</tr>
<tr>
<td>☐ Supplier</td>
<td>☐ Manufacturer</td>
</tr>
<tr>
<td>Description of the Work to be Performed: ______________________________________</td>
<td></td>
</tr>
</tbody>
</table>

Maryland Nursing Home
Experience of Care Surveys
Solicitation No. MHCC 18-001
### MBE Firm
- **Name:**
- **MBE Certification Number:**

- *(If dually certified, check only one box.)*
  - African American-Owned
  - Hispanic American-Owned
  - Asian American-Owned
  - Women-Owned
  - Other MBE Classification

### Description of the Work to be Performed:

- Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): ______%  
  
  *Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.*

- **Supplier**
- **Manufacturer**
- **Broker**
- **Furnish and Install**
- **Services**
- **Other**

---

### MBE Firm
- **Name:**
- **MBE Certification Number:**

- *(If dually certified, check only one box.)*
  - African American-Owned
  - Hispanic American-Owned
  - Asian American-Owned
  - Women-Owned
  - Other MBE Classification

### Description of the Work to be Performed:

- Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): ______%  
  
  *Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.*

- **Supplier**
- **Manufacturer**
- **Broker**
- **Furnish and Install**
- **Services**
- **Other**

---

### MBE Firm
- **Name:**
- **MBE Certification Number:**

- *(If dually certified, check only one box.)*
  - African American-Owned
  - Hispanic American-Owned
  - Asian American-Owned
  - Women-Owned
  - Other MBE Classification

### Description of the Work to be Performed:

- Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): ______%  
  
  *Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.*

- **Supplier**
- **Manufacturer**
- **Broker**
- **Furnish and Install**
- **Services**
- **Other**
Description of the Work to be Performed:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

CONTINUE ON SEPARATE PAGE IF NEEDED

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror Name  
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL
GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Offeror has made. The efforts employed by the Offeror should be those that one could reasonably expect a Offeror to take if the Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere pro forma efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Offeror’s good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the Proposal items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to firms certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State’s MBE Program.
II. Types of Actions Agency will Consider

The Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Offeror’s Good Faith Efforts when the Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for MBE Firms
   1. Identified Items of Work in Procurements
      (a) Certain procurements will include a list of Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
      (b) Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

   2. Identified Items of Work by Offerors
      (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
      (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a Prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit
   1. MBE Firms Identified in Procurements
      (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Offeror shall make all reasonable efforts to solicit those MBE firms.
      (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

   2. MBE Firms Identified by Offerors
      (a) When the procurement does not include a list of Identified MBE Firms, Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
      (b) Any MBE Firms identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs
   1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:
      (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
      (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; and
      (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
   (a) by telephone using the contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; or
   (b) in writing via a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
   (a) attending any pre-proposal meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
   (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors’ groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
   (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
   (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
   (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. An Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a Offeror’s failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm’s quote is excessive or unreasonable include, without limitation, the following:
   (a) dollar difference between the MBE subcontractor’s quote and the average of the other subcontractors’ quotes received by the Offeror;
   (b) percentage difference between the MBE subcontractor’s quote and the average of the other subcontractors’ quotes received by the Offeror;
   (c) percentage that the MBE subcontractor’s quote represents of the overall contract amount;
   (d) number of MBE firms that the Offeror solicited for that portion of the work;
   (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
   (f) number of quotes received by the Offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm’s quote as excessive or unreasonable.

6. The “average of the other subcontractors’ quotes received” by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.

7. An Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm’s capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement listing the reasons for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
   (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
   (b) The MBE Firm’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms
   When appropriate under the circumstances, the decision-maker will consider whether the Offeror made reasonable efforts to assist interested MBR Firms in obtaining:
   1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
   2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether an Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Offerors in meeting the contract. For example, when the apparent successful Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the goal. If the apparent successful Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, an Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:
A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)
A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation
1. The record of the Offeror’s compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement – Attachment D-2).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
   (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) (Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations); and
   (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)
1. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror’s conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
2. For each certified MBE Firm that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror’s conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. (Include copies of all quotes received.)
3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see D-1B - Exhibit A to this Part 1) signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation
1. Submit any other documentation requested by the Procurement Officer to ascertain the Offeror’s Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.
MBE ATTACHMENT D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of ________________________________ (Name of Minority firm)
located at ________________________________________________________________
(Number) (Street) (City) (State) (Zip)
was offered an opportunity to bid on Solicitation No. ____________________________
in ________________ County by _____________________________________________
(Name of Prime Contractor’s Firm)

2. ____________________________________________________________________________
   (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):
   ____________________________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________

   Signature of Minority Firm’s MBE Representative   Title   Date
   ____________________________________________________________________________

   MDOT CERTIFICATION #   TELEPHONE #
   ____________________________________________________________________________

1. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

   Signature of Prime Contractor   Title   Date
   ____________________________________________________________________________
MBE ATTACHMENT D-1C
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE __ OF ___

Prime Contractor | Project Description | SOLICITATION NUMBER
-----------------|---------------------|---------------------

PARTS 1, 2, AND 3 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

I affirm that I have reviewed Attachment D-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment D-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

____________________________________  ____________________________________
Company Name                                           Signature of Representative

____________________________________  ____________________________________
Address                                               Printed Name and Title

____________________________________  _____________________________
City, State and Zip Code                                Date

Maryland Nursing Home
Experience of Care Surveys
Solicitation No. MHCC 18-001

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GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST

PART 1 – IDENTIFIED ITEMS OF WORK OFFEROR MADE AVAILABLE TO MBE FIRMS

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Project Description</th>
<th>SOLICITATION NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>MHCC 18-001</td>
</tr>
</tbody>
</table>

Identify those items of work that the Offeror made available to MBE Firms. This includes, where appropriate, those items the Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of Proposal items identified during the goal setting process as possible items of work for performance by MBE Firms, the Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

<table>
<thead>
<tr>
<th>Identified Items of Work</th>
<th>Was this work listed in the procurement?</th>
<th>Does Offeror normally self-perform this work?</th>
<th>Was this work made available to MBE Firms? If no, explain why?</th>
</tr>
</thead>
<tbody>
<tr>
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<td>□ Yes □ No</td>
<td>□ Yes □ No</td>
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<td>□ Yes □ No</td>
<td>□ Yes □ No</td>
<td>□ Yes □ No</td>
</tr>
</tbody>
</table>

☐ Please check if Additional Sheets are attached.
GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST
PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Project Description</th>
<th>SOLICITATION NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>MHCC 18-001</td>
</tr>
</tbody>
</table>

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Attachment D-1B – Exhibit A). If the Offeror used a Non-MBE or is self-performing the identified items of work, Part 3 must be completed.

<table>
<thead>
<tr>
<th>Name of Identified MBE Firm &amp; MBE Classification</th>
<th>Describe Item of Work Solicited</th>
<th>Initial Solicitation Date &amp; Method</th>
<th>Follow-up Solicitation Date &amp; Method</th>
<th>Details for Follow-up Calls</th>
<th>Quote Rec’d</th>
<th>Quote Used</th>
<th>Reason Quote Rejected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td></td>
<td>Date:</td>
<td>Date:</td>
<td>Time of Call:</td>
<td>□ Yes</td>
<td>□ No</td>
<td>□ Used Other MBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Mail</td>
<td>□ Phone</td>
<td>Spoke With:</td>
<td>□ Yes</td>
<td>□ No</td>
<td>□ Used Non-MBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Facsimile</td>
<td>□ Mail</td>
<td>Left Message</td>
<td>□ Yes</td>
<td>□ No</td>
<td>□ Self-performing</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Email</td>
<td>□ Facsimile</td>
<td></td>
<td>□ Yes</td>
<td>□ No</td>
<td>□ Used Other MBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>□ Phone</td>
<td></td>
<td>□ Yes</td>
<td>□ No</td>
<td>□ Used Non-MBE</td>
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<td></td>
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<td>□ Left Message</td>
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<td>□ Yes</td>
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<td>□ Self-performing</td>
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<td>□ Used Non-MBE</td>
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<td>□ Yes</td>
<td>□ No</td>
<td>□ Self-performing</td>
</tr>
</tbody>
</table>

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Maryland Nursing Home
Experience of Care Surveys
Solicitation No. MHCC 18-001
GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

This form must be completed if Part 2 indicates that an MBE quote was rejected because the Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Project Description</th>
<th>SOLICITATION NUMBER</th>
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<tbody>
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<td>MHCC 18-001</td>
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<table>
<thead>
<tr>
<th>Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from Proposal)</th>
<th>Self-performing or Using Non-MBE (Provide name)</th>
<th>Amount of Non-MBE Quote</th>
<th>Name of Other Firms who Provided Quotes &amp; Whether MBE or Non-MBE</th>
<th>Amount Quoted</th>
<th>Indicate Reason Why MBE Quote Rejected &amp; Briefly Explain</th>
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<tbody>
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<td>□ Self-performing</td>
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<td>□ Price</td>
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<td>□ Using Non-MBE</td>
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<td>□ Capabilities</td>
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<td>□ Other</td>
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<td></td>
<td>□ Self-performing</td>
<td>$________</td>
<td>□ Price</td>
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<td>□ Using Non-MBE</td>
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<td>□ Self-performing</td>
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<td>□ Price</td>
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<td>□ Using Non-MBE</td>
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<td>□ Capabilities</td>
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<td>□ Using Non-MBE</td>
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<td>□ Other</td>
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Please check if Additional Sheets are attached.
MBE ATTACHMENT D-2
OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 Business Days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the Proposal submitted in response to Solicitation No.________, I state the following:

1. Offeror identified subcontracting opportunities in these specific work categories:

   __________________________________________________________
   __________________________________________________________

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

   __________________________________________________________
   __________________________________________________________

4. Please Check One:

   □ This project does not involve bonding requirements.
   □ Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

   __________________________________________________________
   __________________________________________________________

5. Please Check One:

   □ Offeror did attend the pre-proposal conference.
   □ No pre-Proposal meeting/conference was held.
   □ Offeror did not attend the pre-Proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

Maryland Nursing Home
Experience of Care Surveys
Solicitation No. MHCC 18-001
MBE ATTACHMENT D-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) WITHIN 10 BUSINESS DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR CONTRACT AWARD.

Provided that _________________________________________________ (Prime Contractor’s Name) is awarded the State Contract in conjunction with Solicitation No. ______________, such Prime Contractor intends to enter into a subcontract with ___________ (Subcontractor’s Name) committing to participation by the MBE firm ___________ (MBE Name) with MDOT Certification Number ___________ which will receive at least $___________ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

<table>
<thead>
<tr>
<th>NAICS CODE</th>
<th>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)</th>
<th>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</th>
</tr>
</thead>
<tbody>
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</table>

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Proposal and:

1. fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Proposal;
2. fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Proposal;
3. fail to use the certified Minority Business Enterprise in the performance of the Contract; or
4. pay the certified Minority Business Enterprise solely for the use of its name in the Proposal.

PRIME CONTRACTOR

Signature of Representative: ____________________________
Printed Name and Title: ________________________________
Firm’s Name: _______________________________________
Federal Identification Number: ________________________
Address: ___________________________________________
Telephone: _________________________________________
Date: ______________________________________________

SUBCONTRACTOR

Signature of Representative: ____________________________
Printed Name and Title: ________________________________
Firm’s Name: _______________________________________
Federal Identification Number: ________________________
Address: ___________________________________________
Telephone: _________________________________________
Date: ______________________________________________
MBE ATTACHMENT D-3B  
MBE PRIME - PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 BUSINESS DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR CONTRACT AWARD.

Provided that ____________________________ (Prime Contractor’s Name) with Certification Number ___________ is awarded the State contract in conjunction with Solicitation No. ____________, such MBE Prime Contractor intends to perform with its own forces at least $___________ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

<table>
<thead>
<tr>
<th>NAICS CODE</th>
<th>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.</th>
<th>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</th>
<th>VALUE OF THE WORK</th>
</tr>
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<tbody>
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</table>

MBE PRIME CONTRACTOR
Signature of Representative: ____________________________________________________________________________
Printed Name and Title: __________________________________________________________________________________
Firm’s Name: _____________________________________________________________________________________________
Federal Identification Number: __________________________________________________
Address: ______________________________________________________________________________________________
Telephone: _____________________________________________________________________________________________
Date: _________________________________________________________________________________________________
MBE ATTACHMENT D-4A
Minority Business Enterprise Participation
MBE Prime Contractor Paid/Unpaid Invoice Report

<table>
<thead>
<tr>
<th>Report #:</th>
<th>Contract #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Period (Month/Year):</td>
<td>Contracting Unit:</td>
</tr>
<tr>
<td>Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence</td>
<td>Contract Amount:</td>
</tr>
<tr>
<td>MBE Subcontract Amt:</td>
<td>Project Begin Date:</td>
</tr>
<tr>
<td>Project End Date:</td>
<td>Services Provided:</td>
</tr>
</tbody>
</table>

Prime Contractor:  
Address:  
City:  
State:  
ZIP:  
Phone:  
Fax:  
E-mail:  

MBE Subcontractor Name:  
Contact Person:  
Phone:  
Fax:  

<table>
<thead>
<tr>
<th>Subcontractor Services Provided:</th>
<th>List all payments made to MBE subcontractor named above during this reporting period:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Invoice#</td>
</tr>
<tr>
<td></td>
<td>1.</td>
</tr>
<tr>
<td></td>
<td>Total Dollars Paid: $_________________________</td>
</tr>
<tr>
<td></td>
<td>Invoice #</td>
</tr>
<tr>
<td></td>
<td>1.</td>
</tr>
<tr>
<td></td>
<td>Total Dollars Unpaid: $_________________________</td>
</tr>
</tbody>
</table>

- If more than one MBE subcontractor is used for this contract, you must use separate D-4A forms for each subcontractor.
- Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment D-4B.
- Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):
  - Contract Monitor:  
  - Contracting Unit and Address: 

Signature: ____________________________ Date: ________________

(Required)
# MBE ATTACHMENT D-4B

## Minority Business Enterprise Participation

### MBE Prime Contractor Report

<table>
<thead>
<tr>
<th>MBE Prime Contractor:</th>
<th>Contract #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification Number:</td>
<td>Contracting Unit:</td>
</tr>
<tr>
<td>Report #:</td>
<td>Contract Amount:</td>
</tr>
<tr>
<td>Reporting Period (Month/Year):</td>
<td>Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals:</td>
</tr>
</tbody>
</table>

**Minority Business Enterprise Participation**

**MBE Prime Contractor: Report is due to the MBE Liaison by the __ of the month following the month the services were provided.**

**Note:** Please number reports in sequence

---

### Contact Person:

- **Address:**
  - **City:**
  - **State:**
  - **ZIP:**
  - **Phone:**
  - **Fax:**
  - **E-mail:**

### Invoice Number

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Value of the Work</th>
<th>NAICS Code</th>
<th>Description of the Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

<table>
<thead>
<tr>
<th>Contract Monitor:</th>
<th>Contract #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracting Unit and Address:</td>
<td>Contracting Unit:</td>
</tr>
</tbody>
</table>

**Signature:** ___________________________________________ **Date:** ______________________

(Required)
**MBE ATTACHMENT D-5**  
**Minority Business Enterprise Participation**  
**MBE Subcontractor Paid/Unpaid Invoice Report**

<table>
<thead>
<tr>
<th>Report #: _____</th>
<th>Contract #: ________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Period (Month/Year): ___________</td>
<td>Contracting Unit: ____________________________</td>
</tr>
<tr>
<td>Report is due by the ___ of the month following the month the services were performed.</td>
<td>MBE Subcontract Amount: ________________________</td>
</tr>
<tr>
<td></td>
<td>Project Begin Date: ___________________________</td>
</tr>
<tr>
<td></td>
<td>Project End Date: _____________________________</td>
</tr>
<tr>
<td></td>
<td>Services Provided: ____________________________</td>
</tr>
</tbody>
</table>

MBE Subcontractor Name:

MDOT Certification #:

Contact Person: E-mail:

Address:

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>ZIP:</th>
</tr>
</thead>
</table>

Phone: Fax:

**Subcontractor Services Provided:**

List all payments received from Prime Contractor during reporting period indicated above.

<table>
<thead>
<tr>
<th>Invoice Amt</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

Total Dollars Paid: $_________________________

List dates and amounts of any unpaid invoices over 30 days old.

<table>
<thead>
<tr>
<th>Invoice Amt</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

Total Dollars Unpaid: $_________________________

Prime Contractor: Contact Person:

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Contract Monitor: ________________________________________________________________

Contracting Unit and Address: ____________________________________________________

________________________________________________

________________________________________________

________________________________________________

________________________________________________

Signature: __________________________ Date: __________________________

(Required)
ATTACHMENT E-1
VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule

(submit with Proposal)

This document MUST BE included with the Proposal. If the Offeror fails to complete and submit this form with the Proposal, the procurement officer may determine that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Proposal submitted in response to Solicitation No. MHCC 18-001, I affirm the following:

1. □ I acknowledge and intend to meet the overall verified VSBE participation goal of 1 percent. Therefore, I will not be seeking a waiver.

   OR

□ I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.

   (a) Subcontractor Project Participation Statement (Attachment E-2); and
   (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

   I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.

4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.
ATTACHMENT E-1A
VSBE Prime/Subcontractor Participation Schedule

<table>
<thead>
<tr>
<th>Prime Contractor (Firm Name, Address, Phone):</th>
<th>Project Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Number: - ______________</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

List Information for Each Verified VSBE Prime Contractor or Subcontractor on This Project

<table>
<thead>
<tr>
<th>Name of Veteran-Owned Firm:</th>
<th>DUNS Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Description of work to be performed:</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-------------------------------------</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Veteran-Owned Firm:</th>
<th>DUNS Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Description of work to be performed:</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-------------------------------------</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Veteran-Owned Firm:</th>
<th>DUNS Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Description of work to be performed:</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-------------------------------------</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Veteran-Owned Firm:</th>
<th>DUNS Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Description of work to be performed:</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-------------------------------------</td>
</tr>
</tbody>
</table>

Continue on a separate page, if needed.

**SUMMARY**

**TOTAL VSBE Participation:** ____________%

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

______________________________
Offeror Name

(PLEASE PRINT OR TYPE)

______________________________
Signature of Affiant

Name: __________________________
Title: __________________________
Date: __________________________
VSBE ATTACHMENT E-1B - Exhibit A
VSBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _________________________________
   located at _________________________________
   _________________________________
   _________________________________
   _________________________________
   was offered an opportunity to bid on Solicitation No. _________________________________
in _________________________________ County by _________________________________
   _________________________________

*******************************************************************************

2. _________________________________ (Veteran-owned Firm), is either unavailable for the
work/service or unable to prepare a bid for this project for the following reason(s):


__________________________
Signature of Minority Firm’s VSBE Representative       Title       Date

__________________________
USDVA #       TELEPHONE #

*******************************************************************************

2. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Veteran-Owned Small Business Enterprise is either unavailable for the
work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not
completed the above portion of this submittal.

__________________________
Signature of Prime Contractor       Title       Date
ATTACHMENT E-2
VSBE Subcontractor Participation Statement

Please complete and submit one form for each verified VSBE listed on Attachment E-1 within 10 Business days of notification of apparent award

____________________________ (prime contractor) has entered into a contract with ______________________ (subcontractor) to provide services in connection with the Solicitation described below.

<table>
<thead>
<tr>
<th>Prime Contractor (Firm Name, Address, Phone):</th>
<th>Project Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Number: _____________________________</td>
<td>Total Contract Amount: $</td>
</tr>
<tr>
<td>Name of Veteran-Owned Firm:</td>
<td>DUNS Number:</td>
</tr>
<tr>
<td>Address:</td>
<td>FEIN:</td>
</tr>
<tr>
<td>Work to Be Performed:</td>
<td></td>
</tr>
<tr>
<td>Percentage of Total Contract:</td>
<td>Total Subcontract Amount: $</td>
</tr>
</tbody>
</table>

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise Law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

**PRIME CONTRACTOR SIGNATURE**

By: ____________________________
Name, Title
Date_________________________

**SUBCONTRACTOR SIGNATURE**

By: ____________________________
Name, Title
Date_________________________
ATTACHMENT E-3
Veterans Small Business Enterprise (VSBE) Participation
VSBE Prime Contractor Paid/Unpaid Invoice Report

<table>
<thead>
<tr>
<th>Report #: ________</th>
<th>Contract #: ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Period (Month/Year): __________</td>
<td>Contracting Unit: ____________________________</td>
</tr>
<tr>
<td>Report is due to the Contract Monitor by the 10th of the month following the month the services were provided.</td>
<td>Contract Amount: ____________________________</td>
</tr>
<tr>
<td>Note: Please number reports in sequence</td>
<td>VSBE Subcontract Amt: ____________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prime Contractor:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State: ZIP:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax: E-mail:</td>
</tr>
</tbody>
</table>

VSBE Prime Contractor Services Provided (if applicable):

<table>
<thead>
<tr>
<th>Subcontractor Name:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

VSBE Subcontractor Services Provided (if applicable):

<table>
<thead>
<tr>
<th>List all payments made to VSBE subcontractor named above during this reporting period:</th>
<th>List dates and amounts of any outstanding invoices:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invoice#</td>
<td>Amount</td>
</tr>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>Total Dollars Paid: $____________________</td>
<td>Total Dollars Unpaid: $____________________</td>
</tr>
</tbody>
</table>

If more than one VSBE subcontractor is used for this contract, you must use separate M-3 forms for each subcontractor.

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Contract Monitor: ____________________________________________________________
Contracting Unit and Address: __________________________________________________
__________________________________________________________________________
__________________________________________________________________________

Signature: ____________________________ Date: ____________________________
(Required)
ATTACHMENT E-4
Veterans Small Business Enterprise Participation
VSBE Subcontractor Paid/Unpaid Invoice Report

<table>
<thead>
<tr>
<th>Report #:</th>
<th>Contract #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contracting Unit:</td>
</tr>
<tr>
<td></td>
<td>VSBE Subcontract Amount:</td>
</tr>
<tr>
<td>Reporting Period (Month/Year):</td>
<td>Project Begin Date:</td>
</tr>
<tr>
<td></td>
<td>Project End Date:</td>
</tr>
<tr>
<td>Report is due by the 10th of the month following the month the services were performed.</td>
<td>Services Provided:</td>
</tr>
</tbody>
</table>

VSBE Subcontractor Name:

Department of Veterans Affairs Certification #:

Contact Person: E-mail:

Address:

City: State: ZIP:

Phone: Fax:

VSBE Subcontractor Services Provided:

List all payments received from Prime Contractor during reporting period indicated above.

<table>
<thead>
<tr>
<th>Invoice Amt</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

Total Dollars Paid: $_________________________

List dates and amounts of any unpaid invoices over 30 days old.

<table>
<thead>
<tr>
<th>Invoice Amt</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

Total Dollars Unpaid: $_________________________

Prime Contractor: Contact Person:

Return one copy of this form to the following address (electronic copy with signature & date is preferred):

Contract Monitor: ____________________________________________________________

Contracting Unit and Address: __________________________________________________

Signature: __________________________________________________ Date: _________________________

(Required)
Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:
   (a) Has a State contract for services valued at less than $100,000, or
   (b) Employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A Subcontractor who:
   (a) Performs work on a State contract for services valued at less than $100,000,
   (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or
   (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.

(3) Service contracts for the following:
   (a) Services with a Public Service Company;
   (b) Services with a nonprofit organization;
   (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
   (d) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry’s website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer’s contribution to an employee’s deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s contribution to an employee’s deferred compensation plan shall not lower the employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website http://www.dllr.state.md.us/labor/prev/livingwage.shtml.
Maryland Living Wage Requirements Affidavit of Agreement

(submit with Proposal)

Contract No. ________________________________________________________________

Name of Contractor __________________________________________________________

Address _____________________________________________________________________

City __________________________ State ______ Zip Code ________________

If the Contract Is Exempt from the Living Wage Law

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

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

If the Contract Is a Living Wage Contract

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

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

☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract
☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _______________________________________

______________________________________________________
Signature of Authorized Representative Date

__________________________
Title

________________________________________________________
Witness Name (Typed or Printed)

________________________________________________________
Witness Signature Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL
This solicitation does not include a Federal Funds Attachment.
A. “Conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

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

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

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

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

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

Date:____________________  By:____________________________________

(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH PROPOSAL
ATTACHMENT I – NON-DISCLOSURE AGREEMENT

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

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Maryland Nursing Home Experience of Care Survey Solicitation # MHCC 18-001; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all Personally Identifiable Information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and Protected Health Information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.

2. The Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. The Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT I-1. The Contractor shall update ATTACHMENT I-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.

3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. The Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all
or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. The Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor’s Personnel or the Contractor’s former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. The Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract. The Contractor shall complete and submit ATTACHMENT J-2 when returning the Confidential Information to the Department. At such time, the Contractor shall also permanently delete any Confidential Information stored electronically by the Contractor.

7. A breach of this Agreement by the Contractor or the Contractor’s Personnel shall constitute a breach of the Contract between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the Contractor and the Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor’s Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. Contractor and each of the Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:
   a. This Agreement shall be governed by the laws of the State of Maryland;
   b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
   c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
   d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
   e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
   f. The Recitals are not merely prefatory but are an integral part hereof; and
   g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.
IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor:_____________________________  MDH

By: ____________________________(SEAL)  By: ________________________________

Printed Name: _________________________  Printed Name: _________________________

Title: _________________________________  Title: ________________________________

Date: _________________________________  Date: _________________________________
## NON-DISCLOSURE AGREEMENT - ATTACHMENT 1-1

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

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<th>Printed Name and Address of Individual/Agent</th>
<th>Employee (E) or Agent (A)</th>
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Maryland Nursing Home  
Experience of Care Surveys  
Solicitation No. MHCC 18-001
I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and  ____________________________ (“Contractor”) dated ____________________, 20_____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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

DATE:______________________________

NAME OF CONTRACTOR: ________________________________

BY:_________________________________________________________

(Signature)

TITLE: _______________________________________________________

(Authorized Representative and Affiant)
This solicitation does not require a HIPAA Business Associate Agreement.
This solicitation does not include the procurement of products known to likely include mercury as a component.
This solicitation does not require a Location of the Performance of Services Disclosure.
THIS CONTRACT (the “Contract”) is made this (“Xth”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the Maryland Health Care Commission.

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

1. Definitions

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

1.1 “COMAR” means Code of Maryland Regulations.

1.2 “Contract” means this agreement between (Contractor’s name) and the State of Maryland, acting through the Maryland Health Care Commission.

1.3 “Contract Monitor” means the following Department employee identified as the Contract Monitor:
Sherma Charlemagne-Badal
4160 Patterson Avenue
Baltimore, MD 21215
Phone: (410) 764-3483
e-mail: Sherma.cbadal@maryland.gov

1.4 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).

1.5 “Department” means the Maryland Health Care Commission (MHCC).

1.6 “Financial Proposal” means the Contractor’s Financial Proposal dated (Financial Proposal date), as revised and supplemented by the Contractor’s final BAFO submission, if any.

1.7 “Procurement Officer” means the following Department employee identified as the Procurement Officer:
Andrea Allen
4160 Patterson Avenue
Baltimore, MD 21215
Phone: (410) 764-8791 e-mail: andrea.allen@maryland.gov

1.8 “RFP” means the Request for Proposals for Maryland Nursing Home Experience of Care Survey Solicitation # MHCC 18-001, and any addenda thereto issued in writing by the State.

1.9 “State” means the State of Maryland.

1.10 “Technical Proposal” means the Contractor’s Technical Proposal dated (Technical Proposal date), as revised and supplemented by the Contractor’s responses to the Department’s requests for clarifications and requests for cures, and any BAFO submissions.
2. **Scope of Contract**

2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract for the biennial administration, analysis of data and report of findings on family/responsible party experience of care in Maryland nursing homes awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – The RFP
- Exhibit B – State Contract Affidavit, executed by the Contractor and dated (date of Attachment C)
- Exhibit C – The Proposal (Technical and Financial)

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. **Period of Performance.**

3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately five (5) years beginning January 1, 2018 and ending on December 31, 2022.

3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. **Consideration and Payment**

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal.

4.2 Unless a payment is unauthorized, deferred, delayed, or set off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State’s receipt of a proper invoice from the Contractor. The Contractor may be eligible to receive late payment interest at a rate of 9%
per annum if: (1) The Contractor submits an invoice for the late payment interest within 30 days after the date of the State’s payment of the amount on which the interest accrued; and (2) A Contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland. The State is not liable for interest: (1) accruing more than one year after the 31st day after the agency receives the proper invoice; or (2) on any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable. Each invoice for services rendered must include the Contractor’s Federal Tax Identification or Social Security Number for a Contractor who is an individual, which is (Contractor’s FIEN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay the Contractor pursuant to this Contract and any other State payments due the Contractor unless the State Comptroller’s Office grants the Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

4.5 Contractor’s eMaryland Marketplace vendor ID number is (Contractor’s eMM number).

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

5.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.
6. **Exclusive Use**

6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor’s obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department’s confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantively equivalent to those of this Contract.

7. **Patents, Copyrights, and Intellectual Property**

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor’s expense and will pay all damages, costs, and attorneys’ fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor’s opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item’s specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. **Confidential or Proprietary Information and Documentation**

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

9. **Loss of Data**

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

10. **Indemnification**

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys’ fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State’s employees.

10.3 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.

10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.

10.5 The Contractor shall immediately notify the Procurement Officer of any claim or lawsuit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor’s obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, lawsuit, or action made or filed against the State as a result of, or relating to, the Contractor’s performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

11. **Non-Hiring of Employees**

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

12. **Disputes**

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

13. Maryland Law

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland), does not apply to this Contract or any purchase order or Notice to Proceed issued under this Contract, or any software, or any software license required hereunder.

13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

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

15. Contingent Fee Prohibition

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

16. Non-Availability of Funding

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

17. **Termination for Default**

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

18. **Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

19. **Delays and Extensions of Time**

19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. **Suspension of Work**

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

21. **Pre-Existing Regulations**

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

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

23. Political Contribution Disclosure

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

24. Documents Retention and Inspection Clause

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

25. Right to Audit

25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor’s and/or subcontractor’s performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor’s compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the Contract services being performed for the State.

25.2 Upon three (3) Business Days’ notice, the Contractor and/or any subcontractors shall provide the State reasonable access to their respective records to verify conformance to the terms of the Contract. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department’s election. The Department may copy, at its own expense, any record related to the services performed and provided under this Contract.
25.3 The right to audit shall include any of the Contractor’s subcontractors including but not limited to any lower tier subcontractor(s) that provide essential support to the Contract services. The Contractor and/or subcontractor(s) shall ensure the Department has the right to audit such subcontractor(s).

25.4 The Contractor and/or subcontractors shall cooperate with Department and Department’s designated accountant or auditor and shall provide the necessary assistance for the Department or Department’s designated accountant or auditor to conduct the audit.

25.5 This Section shall survive expiration or termination of the Contract.

26. Compliance with Laws

The Contractor hereby represents and warrants that:

26.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

26.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

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

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

27. Cost and Price Certification

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

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

28. Subcontracting; Assignment

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

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

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

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

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

30. Commercial Nondiscrimination

30.1 As a condition of entering into this Contract, the Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, the Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

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

31. Prompt Pay Requirements

31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
a. Not process further payments to the contractor until payment to the subcontractor is verified;

b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

d. Place a payment for an undisputed amount in an interest-bearing escrow account; or

e. Take other or further actions as appropriate to resolve the withheld payment.

31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:

a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and

b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

a. Affect the rights of the contracting parties under any other provision of law;

b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or

c. Result in liability against or prejudice the rights of the Department.

31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.

31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:

   i. Inspecting any relevant records of the Contractor;

   ii. Inspecting the jobsite; and

   iii. Interviewing subcontractors and workers.

   Verification shall include a review of the:

   i. The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and

   ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.

b. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

c. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
i. Terminate the contract;
ii. Refer the matter to the Office of the Attorney General for appropriate action; or
iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.

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

32. Living Wage

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

33. Use of Estimated Quantities

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

34. Contract Monitor and Procurement Officer

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

35. Notices

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

If to the State:  Andrea Allen
Procurement Officer
4160 Patterson Avenue Baltimore, MD 21215
Phone: (410) 764-8791     Fax: (410) 358-8811
e-mail: andrea.allen@maryland.gov

If to the Contractor:  ________________________________  ________________________________  ________________________________

36. Liquidated Damages

36.1 The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur economic damages and losses, including, but not limited to, loss of goodwill,
detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and pertinent MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult or impossible to ascertain with precision and liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or pertinent MBE Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed-upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of each violation.

36.1.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3): $100.00 per day until the monthly report is submitted as required.

36.1.2 Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B(4): $807.71 per MBE subcontractor.

36.1.3 Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.

36.1.4 Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

36.1.5 Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of the Contract: $100.00 per day until the undisputed amount due to the subcontractor is paid.

36.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or otherwise may be available at law or in equity.

(If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor’s Parent Company to guarantee performance of the Contractor. The guarantor/Contractor’s Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.)

37. **Parent Company Guarantee**

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

38. **Confidentiality of Health and Financial Information**

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

39. **Limited English Proficiency**

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

40. **Miscellaneous**

40.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.

40.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

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

**CONTRACTOR**

**STATE OF MARYLAND**

**MARYLAND HEALTH CARE COMMISSION**

______________________________
By: [Signature]

______________________________
By: Ben Steffen, Executive Director

Maryland Nursing Home
Experience of Care Surveys
Solicitation No. MHCC 18-001
Date

PARENT COMPANY (GUARANTOR) (if applicable)

By: 

Date

Approved for form and legal sufficiency
this ___ day of ____________, 20__.

____________________________________
Assistant Attorney General

APPROVED BY BPW: ____________________ (Date) (BPW Item #)

Or designee:

By: 

Date
A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number:_____________________________Address:_____________________________

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

Name and Department ID Number:_____________________________Address:_____________________________

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

   (i) The dangers of drug and alcohol abuse in the workplace;

   (ii) The business's policy of maintaining a drug and alcohol free workplace;

   (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

   (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: ______________
By: __________________________ (printed name of Authorized Representative and Affiant)

_______________________________ (signature of Authorized Representative and Affiant)
This solicitation does not require a DHS Hiring Agreement.
ATTACHMENT P - MHCC DATA USE AGREEMENT

Contract Number MHCC 18-001

AGREEMENT REGARDING DATA COLLECTED ON BEHALF OF THE MARYLAND HEALTH CARE COMMISSION

This is an agreement between the ___________________________, hereafter “Contractor,” and the Maryland Health Care Commission (MHCC). It is for the purpose of ensuring the confidentiality, integrity and security of data collected by the contractor in conducting a survey of responsible parties of long stay Maryland nursing home residents

a. **Conditions stating Scope of Use of the Information.** The Contractor warrants that the facts, statements, and other representations made in its Contract with the MHCC regarding the projected scope of use of the information and all other aspects of the information are complete and accurate. The Contractor is bound by the terms of its Contract in the protection of any data obtained in the course of this contract. At the conclusion of this agreement or on the completion of work, the Contractor will return all data files, including analysis files developed for work under the contract and certify to the MHCC that all data has been removed from the Contractor’s system and that all back-up files have been destroyed by the Contractor.

b. **Conditions Establishing Safeguards for Protection of Data Confidentiality.** The Contractor warrants that all personally identifiable or respondent-specific information will be maintained on a password-protected computer and in a locked office. No respondent information will be disclosed to any person or entity outside of the parties stated under the contract and in supporting documentation. The terms of the contract are express representations, which the Contractor warrants and guarantees it will perform and are included among its obligations under this Agreement. The Contractor shall not disclose, release, reveal, show, sell, lease, loan, or otherwise grant access to the data covered by this agreement except as expressly authorized under the terms of the contract. Within the Contractor’s organization, access to the data shall be limited to the minimum number of individuals necessary to achieve the purpose and access shall be granted only on a need-to-know basis.

c. **Breach of Agreement.** Any unauthorized use of the data provided or collected by virtue of this agreement shall constitute a breach of the agreement. Any breach of security or unauthorized disclosure shall constitute a breach of this agreement. Any violation of state or federal law with respect to disclosure of this data shall constitute a breach of this agreement. Notwithstanding the breaches specifically enumerated above, any other failure by the Contractor to comply with the terms and obligations of this Agreement may constitute a breach of the agreement. Any alleged failure of the MHCC to immediately claim or act upon a breach does not constitute a waiver of a breach.

d. **Consequences upon Breach of Agreement.** In the event that the MHCC, in its sole discretion, has a reasonable belief that the Contractor is in breach of this agreement, it may choose among the following options: a) to investigate the matter, including on-site inspection for which the Contractor shall provide access; b) to resolve the dispute by a plan of correction or other alternative; or c) to declare a breach and demand the return of any and all data released or collected under this agreement and to provide no further data.

e. **Other Remedies.** Notwithstanding and in addition to the special provisions referenced in paragraph 4. above, the MHCC may exercise any and all legal, equitable, and criminal referral remedies in the event of a breach of this agreement. In the event that the MHCC succeeds in a court action to invoke injunctive relief for a violation of this agreement, the Contractor shall pay reasonable attorney’s fees and costs to the MHCC. The Contractor agrees to indemnify and hold harmless the MHCC for any harm to third parties resulting from any breach by the
Contractor of the terms of this Agreement and to cooperate with the MHCC in its defense of any third party claim involving the Contractor’s activities under this agreement.

f. Rights in Data. The parties agree that the MHCC retains all ownership rights to the data collected and reports produced under the contract referenced by this agreement and that the Contractor does not obtain any right, title, or interest in the data furnished by or collected on behalf of the MHCC.

The contractor may request, in writing, use of data without individual identifiers for research purposes. Such requests will be considered by the MHCC for up to six months following completion of the contract.

g. Modification. The terms of this agreement may only be changed by a written modification to this agreement, or by the parties adopting a new agreement.

h. Jurisdiction. The terms of this agreement shall be governed by the laws of Maryland and the Contractor acknowledges doing business in Maryland and agrees to submit to the jurisdiction of the courts of Maryland in the event of an alleged breach of this agreement.

i. Custodian. The following named individual is designated as “Custodian” of the files on behalf of the Contractor and will be personally responsible for the observance of all Conditions of Use, for the protection of confidentiality and security of the data, and for other obligations under this agreement.

j. Acknowledgements and Signatures. On behalf of the Contractor, __________, the undersigned individual hereby attests authorization to enter into this agreement and agrees to all the terms specified herein.

__________________________________________
Printed Name

__________________________________________
Signature Date

__________________________________________
Name and Title of Custodian Typed or Printed

__________________________________________
Signature Date

On behalf of the MHCC, the undersigned individual hereby attests authorization to enter into this agreement.

Theressa Lee, , Director, Center for Quality Measurement and Reporting

__________________________________________
Signature Date

Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, MD 21215
Telephone: 410-764-3460
<table>
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APPENDIX 1

Abbreviations and Definitions

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

1. **Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of “Normal State Business Hours” below).

2. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).

3. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.

4. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.

5. **Contract Monitor** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities.

6. **Contract Officer (CO)** – The Office of Procurement and Support Services (OPASS) designated individual assigned to facilitate the procurement process. The Procurement Officer may designate the Contract Officer to conduct components of the procurement on behalf of the Procurement Officer.

7. **Contractor** – The selected Offeror that is awarded a Contract by the State.

8. **Department or MDH** – Maryland Department of Health.

9. **DUA** – Data Use Agreement

10. **eMM** – eMaryland Marketplace (see RFP Section 4.2).

11. **Go-Live Date** – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation.

12. **Key Personnel** – All personnel identified in the solicitation as such, or personnel identified by the Offeror in its Proposal that are essential to the work being performed under the Contract. See RFP Sections 3.9 and 5.4.2.7.

13. **LAN** – Local Area Network.

14. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
15. **Long Term Care Service (LTC)** – a service or support that helps individuals who are aging or have disabilities and need assistance with activities of daily living (ADL's), have health care needs, or need help with activities that help them maintain their independence such as shopping, taking medications, managing money, and doing activities outside the home. LTC services are provided in institutions such as nursing homes, or in the individual’s home or community.


17. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

18. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.

19. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go-Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

20. **Offeror** – An entity that submits a Proposal in response to this RFP.

21. **OHCQ** - Office of Health Care Quality, the Maryland state agency within the Department of Health and Mental Hygiene charged with monitoring the quality of care in Maryland's 8,000 health care and community programs.

22. **Procurement Coordinator** – The State representative designated by the Procurement Officer to perform certain duties related to this solicitation which are expressly set forth herein.

23. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment M), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

24. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.

25. **Request for Proposals (RFP)** – This Request for Proposals issued by the MDH, with the Solicitation Number and date of issuance indicated in the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors), including any addenda.

26. **Responsible Party (RP)** – A responsible party can be a family member, such as a spouse, child, or sibling designated by the resident as a contact person or advocate during admission.

27. **SAS®** – Statistical Analysis Software.

28. **SOCY** – Start of Contract Year.

29. **SQL** - Structured Query Language – a database computer language designed for the retrieval and management of data in relational database systems.

31. **Total Proposal Price** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment B – Financial Proposal Form, and used in the financial evaluation of Proposals (see RFP Section 5.3).

32. **Veteran-owned Small Business Enterprise (VSBE)** – A business that is verified by the Office of Small and Disadvantaged Business Utilization (OSDBU) of the United States Department of Veterans Affairs as a veteran-owned small business. The listing of verified VSBEs may be found at [http://www.va.gov/osdbu](http://www.va.gov/osdbu).

33. **WAN** – Wide Area Network.